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, SEPTEMBER 6, 2023

6:30 PM - City Council Regular Meeting

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

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

BRINGING ITEMS BEFORE THE CITY COUNCIL

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

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

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

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

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

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

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

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

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

2. INVOCATION

3. FLAG SALUTE

4. ROLL CALL

5. 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 PROCLAMATION - JESSE GRAHAM - PERFORMING ARTS

7.B PROCLAMATION - CHILDHOOD CANCER AWARENESS MONTH

7.C **PARKS & RECREATION DEPARTMENT ACTIVITY REPORT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Parks & Recreation Department's Activity Report for the period of April 1, 2023, to July 31, 2023.

Presented by: Gregory Barnes, Parks & Recreation Director

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 AMENDMENT NO. 4 TO VRSD CONTRACT NO. 19-005 REGARDING CORPORATION STREET SINKHOLE REPAIR PROJECT

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to execute Amendment No. 4 to VRSD Contract No. 19-005, Wastewater Collection System and Stormwater Sewer System Maintenance Agreement By and Between the City of Santa Paula and Ventura Regional Sanitation District (VRSD).

10.B APPROVAL OF OFFICE OF TRAFFIC SAFETY (OTS) GRANT AGREEMENTS, BUDGET APPROPRIATIONS, AND PURCHASE OF A RADAR MESSAGE SIGN WITH TRAILER AND ACCESSORIES

RECOMMENDATION:

Staff recommends City Council:

1. Approve grant agreements PT23072 for FY2022/23 and PT24190 for FY2023/24 between the City of Santa Paula and the State of California - Office of Traffic Safety (OTS); and

2. Approve a budget allocation of $77,000.00 for grant PT23072 for FY2022/23 and $65,000 for grant PT24190 for FY2023/24, respectively, in new revenue and matching expenditures from the State of California - Office of Traffic Safety (OTS) Fund 314, as noted in the Fiscal Impact section of the staff report; and

3. Authorize the City Manager to purchase (1) New SpeedAlert 24 Radar Message Sign (RMS) System with ATS-5 Trailer and accessories, in the amount of $18,842.10 plus tax from All Traffic Solutions Inc.

10.C AGREEMENT WITH THE SANTA PAULA CHAMBER OF COMMERCE

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to enter into a professional services agreement with the Chamber of Commerce for FY2023 - FY2024.

10.D **NOTICE OF COMPLETION FOR THE BOYS & GIRLS CLUB RESTROOM REMODEL PROJECT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the work performed by EJS Construction Inc.

2. Authorize staff to file the Notice of Completion with the County Recorder.

10.E **AGREEMENT WITH THE LEW EDWARDS GROUP**

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to enter into a professional services agreement with the Lew Edwards Group ("LEG") in an amount not to exceed $165,000.00, to provide planning, communication and engagement services consistent with objectives identified within Council's two-year Strategic Plan in a form approved by the City Attorney.

10.F **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) Bureau Veritas; (2) Encompass Consultant Group (ECG), Inc.; (3) LSY Enterprise, Inc; and (4) Willdan Engineering.
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.G **RESPONSE TO GRAND JURY REPORT ENTITLED WATER AVAILABILITY FOR WILDFIRES IN VENTURA COUNTY**

RECOMMENDATION:

Staff recommends that the City Council:

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

10.H **APPROVAL OF AMENDMENT NO. 2 TO MAINTENANCE SERVICES AGREEMENT WITH NATURAL GREEN LANDSCAPE, INC. FOR CITY WIDE LANDSCAPE SERVICES**

RECOMMENDATION:

Staff Recommends City Council:

1. In the abundance of caution, waive competitive bidding for the expanded scope of work and price increase in proposed Amendment No. 2 to a Maintenance Services Agreement with Natural Green Landscape, Inc. for citywide landscaping services, based on findings in the staff report.
2. Authorize the City Manager to execute Amendment No. 2.

10.I **2023-2025 MEMORANDUM OF UNDERSTANDING WITH THE SANTA PAULA POLICE OFFICERS ASSOCIATION (SPPOA)**

RECOMMENDATION:

Approve Resolution No. 7478, approving the Memorandum of Understanding between the City of Santa Paula and the Santa Paula Police Officer's Association (SPPOA) for the period of September 9, 2023 through June 30, 2025

10.J **PURCHASE OF PROPERTY ROOM DRY AIR EVIDENCE STORAGE EQUIPMENT**

RECOMMENDATION:

1. Waive the requirement that Air Science be the lowest responsible bidder based on a finding that purchasing the dry air evidence cabinet and accessories from Air Science is "necessary or desirable" for reasons described in staff's report.
2. Approve the purchase of the dry air evidence cabinet from Air Science.
3. Authorize the City Manager or his designee to execute the Air Science purchase agreement.

10.K **SPIRIT OF SANTA PAULA HARVARD SHELTER OPERATING AGREEMENT**

RECOMMENDATION:

It is recommended that City Council:

1. Authorize the City Manager to sign an agreement, in substantially the form submitted, with the Spirit of Santa Paula for the operations of the Spirit of Santa Paula Harvard Shelter at 1498 East Harvard Boulevard in alignment with the requirement of the joint funding agreement between the City of Fillmore, Ventura County, and the City of Santa Paula.

10.L **CITY ATTORNEY CONTRACT SERVICES**

RECOMMENDATION:

Authorize the City Manager to enter into a Legal Services Agreement with Best Best & Krieger, LLP for ongoing attorney services.

11. PUBLIC HEARING

- Verification of posting notice by City Clerk
- Declaration of conflicts (if any)
- Declaration of ex parte contacts (if any)
- Open public hearing

- Staff presentation
- Public comments
- Close public hearing
- Discussion and action

11.A **ORDINANCE AMENDING THE DEVELOPMENT CODE TO DEFINE AND REGULATE SMALL-SCALE ALCOHOL PRODUCTION FACILITIES**

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct a public hearing to consider adopting proposed Ordinance No. 1331.
2. Introduce and waive first reading of Ordinance No. 1331 entitled, "An Ordinance of the City of Santa Paula Amending the Development Code to Define and Regulate Small-Scale Alcohol Production Facilities by Amending Sections 16.05.200 and 16.15.020, and Adding a New Section 16.58.015."
3. Direct the City Clerk to publish a summary of the proposed Ordinance five (5) days before the meeting it is to be adopted and 15 days thereafter.

Presented by: James Mason, Community & Economic Development Director

11.B **INTRODUCTION OF ORDINANCE NO. 1330 AMENDING CHAPTER 151 FLOOD DAMAGE PREVENTION**

RECOMMENDATION:

Staff recommends that the City Council:

1. Open the public hearing.
2. Waive first reading, read by title only, and introduce Ordinance No. 1330, entitled "An Ordinance of the City Council of the City of Santa Paula, Amending Sections 151.05, 151.06, 151.07, 151.12, 15.20, 151.23, 151.24, 151.25, 151.35, 151.36, 151.47 and 151.48, of the Santa Paula Municipal Code Regarding Flood Damage Prevention."

Presented by:

Clete J. Saunier, Public Works Director
Bob Woodward, City Engineer

12. ACTION ITEMS

12.A **APPOINTMENTS TO COMMISSIONS AND COMMITTEES**

RECOMMENDATION:

Staff Recommends that the City Council:

1. Appoint applicants to various Commissions and Committees.

Presented by: Julie Latshaw, City Clerk

12.B **APPROVAL OF A YOUTH APPRENTICESHIP READINESS ACCELERATOR (YARA) PROGRAM**

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to execute all agreements related to the Youth Apprenticeship Readiness Accelerator (YARA) Program in a form approved by the City Attorney; and

2. Adopt Resolution No. 7479 establishing partial funding obligations associated with the City's disbursement of American Rescue Plan Act (ARPA) funds allocating $100,000 of funding for the YARA program.

Presented by: Greg Barnes, Parks and Recreation Director

12.C **FINANCING AGREEMENT FOR ADVANCED WATER TREATMENT FACILITY**

RECOMMENDATION:

Staff recommends that the City Council, sitting as the City Council of the City and the Board of Directors of the Santa Paula Utility Authority:

1. Adopt Resolution No. 7474 authorizing each of the Executive Director and Chair and their written designees to execute and deliver the Financing Agreement in the name of and on behalf of the Utility Authority for the final development and construction of the Advanced Water Treatment Facility.

Presented by:

Clete J. Saunier, Public Works Director
Eileen Shields, MKN & Associates

12.D **UPDATE ON PILOT PROGRAM FOR SPANISH LANGUAGE INTERPRETATION AT PUBLIC MEETINGS**

RECOMMENDATION:

Staff recommends City Council:

1. Receive an update on the pilot program for Spanish language Interpretation at public meetings; and

2. Provide staff direction on whether to extend services at public meetings for FY 2023/24.

Presented by: Miguel Perez, Community Development Technician

12.E **CITY MANAGER DEPARTMENT ORGANIZATION**

RECOMMENDATION:

It is recommended the City Council:

Adopt Resolution 7480, removing the Assistant City Manager position from the adopted Position Control List and establishing a new Deputy City Manager job specification with a corresponding salary at Range 207 within the City's adopted compensation schedule.

Presented by: Dan Singer, City Manager

13. ITEMS FOR FUTURE AGENDAS

13.A FUTURE AGENDA ITEMS

RECOMMENDATION:

Staff recommends City Council Review Future Agenda Items.

Presented by: Dan Singer, City Manager

14. CLOSED SESSION

15. 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: Greg Barnes, Parks and Recreation Director

Subject: PARKS & RECREATION DEPARTMENT ACTIVITY REPORT

Date: September 6, 2023

Agenda Item: 7.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Parks & Recreation Department's Activity Report for the period of April 1, 2023, to July 31, 2023.

Presented by: Gregory Barnes, Parks & Recreation Director

BACKGROUND:

For the months of April 2023 through July 2023, the Parks & Recreation Department worked on and executed the following:

RECREATION & COMMUNITY SERVICES

Youth Classes	**Number of Participants**
Folklorico Dance	51
Gymnastics	244
Taekwondo	119
Archery	77
Clay Play Art Class ***NEW***	11
Weaving Wednesdays Art Class ***NEW***	12

Youth Sports	**Number of Participants**
Summer T-Ball	80
Summer Blacktop Basketball	54

Summer Camp:
Offered ten (10) different specialty camps and provided transportation to each for over 300 Santa Paula Unified School District students:

- Basketball, Soccer, Football, Baseball, Softball, Sports of all Sorts, Taekwondo, Magic Camp, Dance, and Cheer.

Mobile Activity Center (MAC):
June 19 - July 28

Averaged 30 participants per day. MAC was offered at the following parks: Obregon Park, Las Piedras Park, Ebell Park, and Teague Park.

Program was originally planned to run for four (4) weeks, but due to its popularity, the program was extended two (2) additional weeks.

City Corps
City Corps Leader Trainees participated in 391 projects. Total number of hours worked is 1,838. Some of the projects they participated in include:

- Event Logistics (Easter / Earth Day, Cinco de Mayo)
- Delivered welcome kits to new residents
- PBID Town Keeping
- MAC Program
- Movie in the Parks
- Senior Nutrition
- Graffiti Abatement
- Tree Healthcare
- Working alongside Water Division staff

Note: Purchased an electric cart / vehicle for City Corps. The cart will be used for various projects including their downtown Town Keeping Project.

Adult Classes	**Number of Participants**
Archery	34

Adult Sports	**Number of Teams**	**Number of Participants**
Indoor Pickleball ***NEW***	n/a	46
Kickball Spring Season	6	90
Kickball Summer Season	8	120
Softball Summer Season	5	75

Community Events
The Department offered four community events over the past four months. Including two Movies at the Park events and the annual fireworks show in partnership with the Rotary Club Fireworks Committee, the Ventura County Fire Department, the Police Department, and the Public Works Department.

April 1st	Easter/Earth Day
June 3rd	Movie at the Park (Sandlot at Harding Park)
July 4th	Fireworks Show at Harding Park
July 21st	Movie at the Park (Selena at Las Piedras Park)

Santa Paula Proud Volunteer Program
New volunteer software has been adopted and is in operation. The software is called "Better Impact". The new software includes features such as recruitment, advertising, onboarding, and tracking.

Since implementation there are 11 volunteers in the system with a total of 36 volunteer hours accumulated.

Staff has been organizing and planning for the next Santa Paula Beautiful Day which is scheduled for Saturday, October 7th.

SENIOR SERVICES
There are over 120 seniors currently participating in various classes & programs at the Senior Center: Mat Yoga, Chair Yoga, Knitting Club, Zumba, Crafts Classes ***NEW***, Walking Club, Coffee Club, Tai-Chi (seated) ***NEW***, Enhanced Fitness, Adult Archery, and Creative Writing.

In addition to ongoing classes and programs seniors attended four monthly luncheons with an average attendance of 90 seniors, monthly movies are offered in the auditorium, and the monthly Cinema Club continued to meet to watch a movie followed by a group discussion.

On May 24th, Senior Services hosted the annual Wellness Fair. Over 100 seniors participated. There were 22 service providers/vendors on hand to provide information to seniors and lunch was provided.

In June, a group from the Senior Center took a trip to the Ventura County Area Agency on Aging farm. This farm provides fresh fruit and vegetables to seniors throughout Ventura County. The Farm Manager gave the seniors a tour of the garden.

Starting in July the Senior Center partnered with De Colores Multicultural Folk Arts to offer free intergenerational art workshops to the community. They are offered on Wednesdays from 10am-12pm. The workshops have been well attended and continue through the month of September.

Senior Nutrition Program
The Senior Nutrition program served 3,175 congregate meals and delivered 4,280 meals to homebound seniors during the months of April 2023 - July 2023.

Total number of meals served for FY 22-23: **22,168**

Staff submitted VCAAA grant application for senior meals. City was awarded $89,880 for FY 23-24.

PARKS & FACILITIES

- Total work orders issued - 2,355 (99.6% completed)
    - 396 of those work orders were for graffiti abatement.
- Completed Fleet Services office and Corporate Yard restroom repairs and remodel.
- Installed new safety lighting on the Las Piedras Park restroom building.
- Assisted America in Bloom in placing additional flower baskets along Main Street and the downtown area.
- Started the City Hall Breakroom remodel.
- Completed the City Hall hallway remodel: new floor and paint.
- Started the Council Chambers remodel.
- Assisted with the 4th of July Fireworks Show.
- Installed new irrigation at the Morton Bay Fig Tree.
- Replaced two pumps at the Granite Ball Fountain in Railroad Plaza Park.
- Replaced sports lighting bulbs at Harding Park, Las Piedras Park, and Teague Park.
- Moved City art collection to the Art Museum for storage and inventory.
- Completed HVAC system inspections and maintenance.
- Completed the Boys & Girls Club restroom remodel.
- Installed PAL & City Corps logos on the Cultural Arts Building.
- Replaced all sprinklers on the sports field at Las Piedras Park.

Tree Maintenance Report

Pruned	24
Removed / Fallen	8
Planted	7

ADMINISTRATION

- Completed department's two-year budget.
- Continued to work on due diligence and negotiations with Chevron regarding the possible donation of the Union Oil Building.
- Hosted, along with the City Manager's Office, the first Union Oil Building Community Workshop
- Worked alongside the Santa Paula Unified School District on a Memorandum of Understanding and Budget to offer youth sports at each school site.
- Starting meeting with field users regarding park maintenance concerns. The group meets on a monthly basis.
- Worked with staff to continue to plan for the opening of the PAL & City Corps Youth Center (Cultural Arts Building).
- Continued to work with RWC (Project Management) regarding various projects: Police Remodel, City Hall Campus Security Fencing, Teague Park Restrooms, Mill Park Restrooms, Union Oil Building Facility Report, Boys & Girls Club Restroom Remodel.

FACILITY RENTALS

Community Center	27
Cultural Arts Building	0

Train Depot	1

PARK RENTALS & RESERVATIONS

Teague Park	82
Las Piedras Park	99
McKevett Park	57
Harding Park	463
Recreation Park	8

PERMITS, BANNERS & OTHER TRANSACTIONS

Special Event Permits	13
Film Permits	2
Jolly Jump Permits	2
Main Street Banners	3
Teague Park Banners	2

ANALYSIS:

N/A

STRATEGIC PLAN:

This item does not directly achieve council's two-year strategic goals.

FISCAL IMPACTS:

No fiscal impact.

OPTIONS:

N/A

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: AMENDMENT NO. 4 TO VRSD CONTRACT NO. 19-005 REGARDING CORPORATION STREET SINKHOLE REPAIR PROJECT

Date: September 6, 2023

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to execute Amendment No. 4 to VRSD Contract No. 19-005, Wastewater Collection System and Stormwater Sewer System Maintenance Agreement By and Between the City of Santa Paula and Ventura Regional Sanitation District (VRSD).

BACKGROUND:

In early January of 2023, City staff investigated a sinkhole which had appeared on Corporation Street near its intersection with Corporation Alley. The sinkhole's appearance coincided with a series of severe storms which commenced in late December of 2022 and continued through January, culminating in a federal disaster declaration. The sinkhole's formation was accompanied by significant rainfall and related surface and groundwater flow, which appeared to undermine the existing storm drain and its bedding, causing the drainpipe to subside and fill with mud, rock and related storm debris. The undermining and settlement of the storm drain in turn caused voids in the street subgrade, resulting in the appearance of the sinkhole.

ANALYSIS:

Corporation Street is the primary entrance to the industrial facilities in the area, as well as the Athens facility, the City's Corporation Yard and Wastewater Reclamation Facility (WRF). Essential access is currently maintained by steel plating over the sinkhole, provided by the City's Streets Division. Ventura Regional Sanitation District (VRSD) investigated the damaged storm drain and determined that approximately 370' of storm drain from the intersection of Corporation Street and Corporation Alley to the intersection of Corporation Street and South Peck Road is completely impacted with storm debris and requires replacement (see Exhibit B) This storm drain replacement would occur in conjunction with the subgrade excavation and repair necessary to restore the roadway.

This portion of Corporation Street is the subject of a proposed paving project which is being completed by a developer in conjunction with a City condition of approval for his development

project. The street is in poor condition, and while its paving is essential to the continued access to this portion of the City, the sinkhole excavation, roadway repair and storm drain work must be completed prior to further paving work. The imminent nature of the required paving per the developer's obligation renders the repair of the sinkhole and storm drain an immediate priority.

The City has submitted this project to the Federal Emergency Management Agency (FEMA) Public Assistance Grant Program (DR4683) and is awaiting response regarding approval.

VRSD has submitted a proposal for $179,297 to complete the road repair and storm drain replacement work under their existing on-call maintenance contract no. 19-005. Staff recommends City Council approve Amendment No. 4 to VRSD Contract No. 19-005 (Exhibit A) for this work, together with a 7.5% construction contingency of $13,447.28, for a total of $192,744.28. The VRSD Board approved Amendment No 4 to Contract No. 19-005 at its August 23, 2023 Special Meeting.

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:

Sufficient funding for the project's construction is available from the Paving CIP. A budgetary summary is presented in Tables 1 and 2 below.

Table 1: Funding Sources – Roadway Repair

Fund Source	**Account No.**	**Budget**
Measure T	104-5-9285-660	$45,509.00
General Fund	100-5-9285-660	$149,000.00
	Total =	$194,509.00

Table 2: Project Cost – Roadway Repair

2021-2023 CIP Program	**Account No.**	**Cost**
Corporation Street Sinkhole Repair Project	104-5-9285-660 100-5-9285-660	$192,744.00

OPTIONS:

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

1. Do not authorize the City Manager to execute Amendment No. 4 and direct staff to

renegotiate one or more terms in the Amendment with VRSD. This action would significantly delay critical infrastructure repair.

2. Do not authorize the City Manager to execute Amendment No. 4 and direct staff to seek bids for the project. This action would significantly delay critical infrastructure repair.

ATTACHMENTS:

EXHIBIT A - Santa Paula Amendment No. 4 to VRSD Contract No. 19-005.pdf
EXHIBIT B - Project Location Map and Existing Corporation Street Plans.pdf

EXHIBIT A

AMENDMENT NO. 4 TO VRSD CONTRACT NO. 19-005

AMENDMENT NO. 4 TO VRSD CONTRACT NO. 19-005

WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

This AMENDMENT NO. 4 ("AMENDMENT NO. 4") to that certain WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT, dated March 20, 2019 ("ORIGINAL AGREEMENT") is made and entered into this ____ day of September 2023, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et. seq.*, ("DISTRICT") and the CITY OF SANTA PAULA, a California general law city and municipal corporation ("CITY") (each a "Party"; and together, the "Parties".

RECITALS

A. On March 20, 2019, DISTRICT and CITY entered into the ORIGINAL AGREEMENT, wherein DISTRICT agreed to service and maintain the CITY's wastewater collection system and separate stormwater sewer system.

B. On November 19, 2020, CITY and DISTRICT entered into AMENDMENT NO. 1 to the AGREEMENT. AMENDMENT NO. 1 extended the end date of the ORIGINAL AGREEMENT to June 30, 2023 to align with the fiscal year ("FY") and made corresponding amendments to the Base Annual Fee schedule, attached as Exhibit A-2 to the ORIGINAL AGREEMENT, including an increase to the total four-year contract amount from $1,416,201 to $1,542,201, an $81,000 increase.

C. On May 18, 2022, CITY and DISTRICT entered into AMENDMENT NO. 2 to the ORIGINAL AGREEMENT. AMENDMENT NO. 2 extended the end date of the ORIGINAL AGREEMENT to June 30, 2027, increased the contract amount for FY 2022-2023 (i.e. Contract Year 4) to $575,821, specified in greater detail the costs of services and equipment (including the addition of an exhibit with DISTRICT hourly rates), added an automatic annual Consumer Price Index (CPI) adjustment, required rebates to customers under certain conditions, and revised the grounds and conditions for termination.

D. On June 29, 2023, CITY and DISTRICT entered into AMENDMENT NO. 3 to the ORIGINAL AGREEMENT, AMENDMENT NO. 3 increased the contract amount for FY 2022-2023 (i.e. Contract Year 4) to $767,021 and for FY 2023-2024 (i.e. Contract Year 5) to $740,066. Rates can be adjusted annually for inflation, in accordance with the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI) from a minimum of 0% to a maximum of 5%.

E. As used hereafter, the term "AGREEMENT" shall mean the ORIGINAL AGREEMENT, as amended by AMENDMENT NO. 1, AMENDMENT NO. 2, and AMENDMENT NO. 3.

F. DISTRICT and CITY now desire to enter into this AMENDMENT NO. 4 to increase DISTRICT compensation for FY 2023-2024 (i.e. Contract Year 5) to fund road repair and storm drain replacement work resulting from severe winter storms. Unless otherwise specifically defined herein, all capitalized terms will have the same meaning ascribed in the ORIGINAL AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter contained, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The foregoing Recitals are true and correct and are made a part of this First Amendment as if fully set forth herein.

SECTION 2. District will perform road repair and storm drain replacement work on a portion of Corporation Street as shown in the vicinity map attached as Exhibit A to this Amendment No. 4 (the "Work").

SECTION 3. City will increase District's compensation for FY 2023-2024 (Contract Year 5) to an amount not to exceed $932,810, an increase of $192,744. The increased amount consists of $179,297 for the Work plus a 7.5% construction contingency of $13,447 ("Contingency"). The City Manager or his designee, if authorized by the City Council, may approve contract change orders in an amount not to cumulatively exceed the Contingency.

SECTION 4. The contract year compensation schedule in Exhibit A-2 ("Base Annual Fee") to the Agreement is hereby amended to read as follows:

"The Annual Fee in the first Contract Year, defined as April 1, 2019 to June 30, 2020, is an amount equal to and not to exceed $444,925. The Annual Fee not-to-exceed amount for each subsequent Contract Year during the Term is:

Contract Year	**Contract Date**	**Amount**
Contract Year 2	July 1, 2020 to June 30, 2021	$363,420
Contract Year 3	July 1, 2021 to June 30, 2022	$370,689
Contract Year 4	July 1, 2022 to June 30, 2023	$767,021
Contract Year 5	July 1, 2023 to June 30, 2024	$932,810
Contract Year 6	July 1, 2024 to June 30, 2025	$777,069
Contract Year 7	July 1, 2025 to June 30, 2026	$815,923
Contract Year 8	July 1, 2026 to June 30, 2027	$856,719
TOTAL EIGHT-YEAR EXPENSE		$4,508,480

SECTION 5. Except as provided in this Amendment No. 4, all other terms and

conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment No. 4 and the Agreement , the provisions of this Amendment No. 4 shall control.

SECTION 6. This Amendment No. 4 may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement.

SECTION 7. The Parties agree that this Amendment No. 4 may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

SECTION 8. The person or persons executing this Amendment No. 4 on behalf of the respective Parties warrant and represent that they have the authority to execute this Amendment No. 4 and the authority to bind the Parties, as applicable, to the performance of their respective obligations hereunder.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE
TO
AMENDMENT NO. 4 TO VRSD CONTRACT NO. 19-005

WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written ("Effective Date").

CITY OF SANTA PAULA	VENTURA REGIONAL SANITATION DISTRICT
_____	_____
Dan Singer, City Manager	Kevin Kildee, Chairman of the Board
ATTEST:	ATTEST
_____	_____
Julie Latshaw, City Clerk	Juliet Rodriguez, Clerk of the Board
APPROVED AS TO FORM:	APPROVED AS TO FORM: ARNOLD, LAROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP
_____	_____
Monica Castillo, Interim City Attorney	Robert N. Kwong, Legal Counsel for District

EXHIBIT A

TO

AMENDMENT NO. 4 TO VRSD CONTRACT NO. 19-005

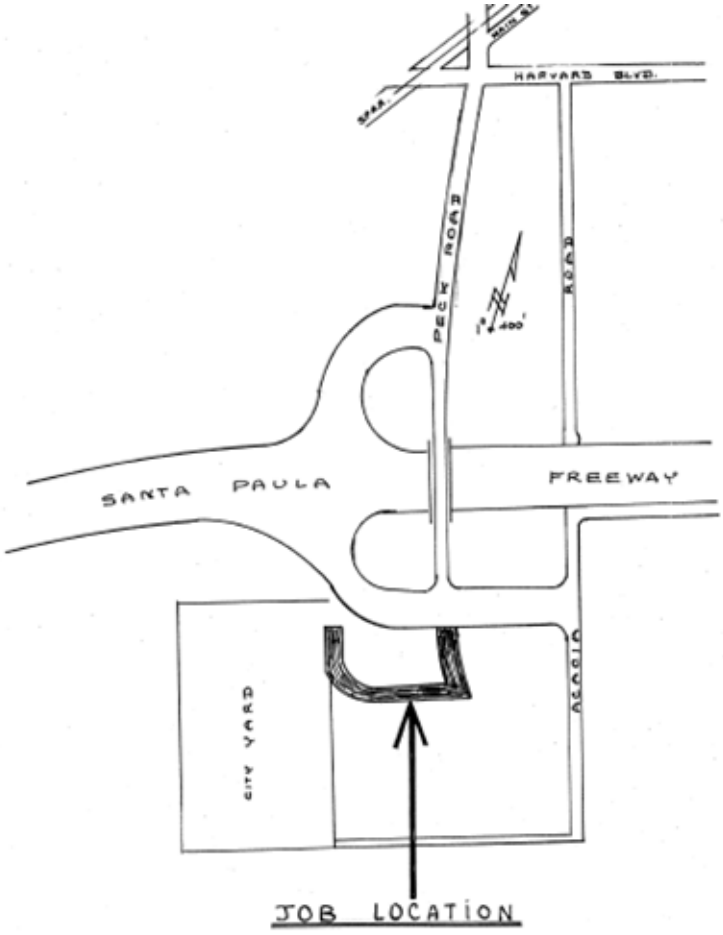
WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT

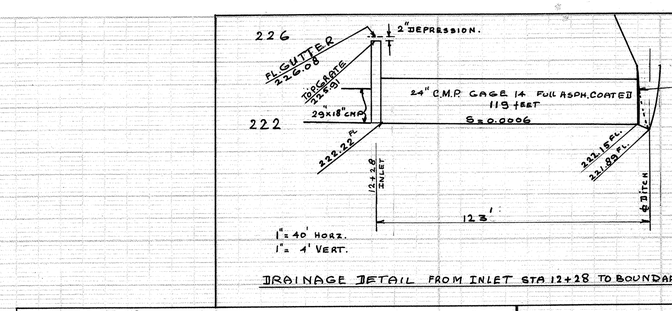
(Vicinity Map for Corporation Street Pipe Replacement)

[Attached behind]

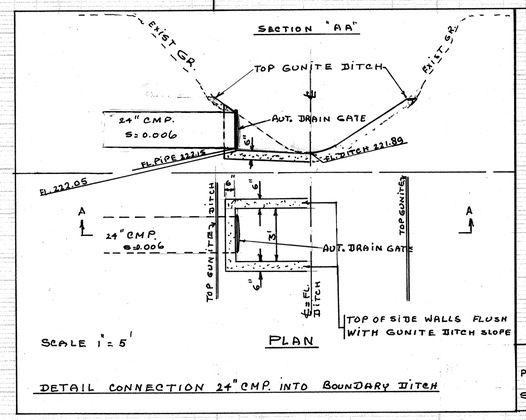
EXHIBIT B

Project Location Map and Existing Corporation Street Plans

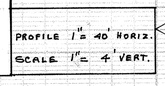


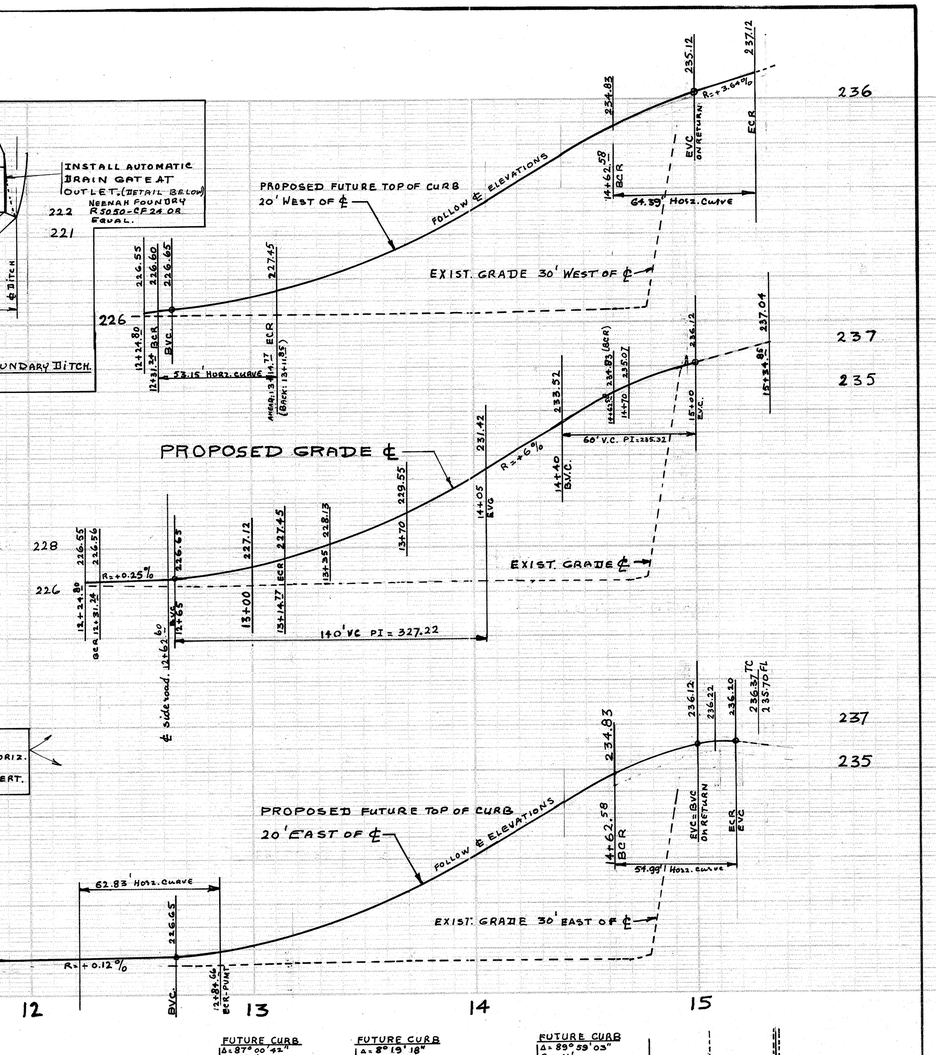


DRAINAGE DETAIL FROM INLET STA 12+28 TO BOUNDARY DITCH.



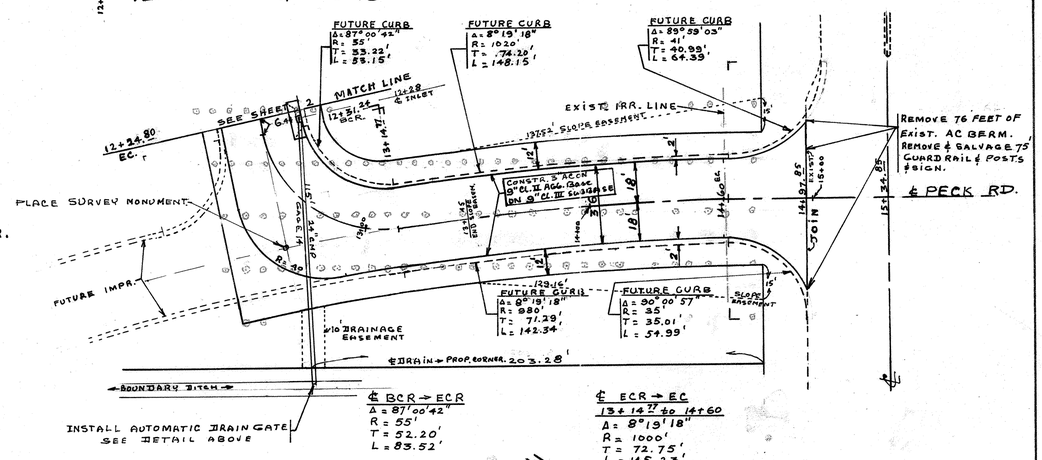
DETAIL CONNECTION 24" CMP. INTO BOUNDARY DITCH





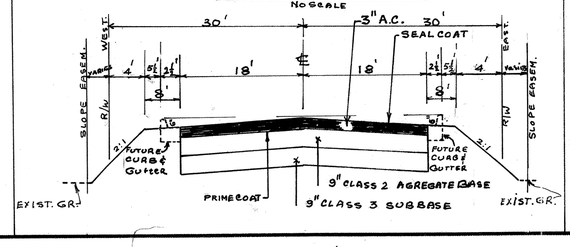
GENERAL NOTES

1 ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF SANTA PAULA CONSTRUCTION STANDARDS AND THE DESIGNATED STANDARDS AND SPECIFICATIONS OF THE STATE DIVISION OF HIGHWAYS AND TO THE SATISFACTION OF THE CITY ENGINEER.
2 ALL UTILITIES IN THE AREA OF CONSTRUCTION SHALL BE RELOCATED BY OTHERS.
3 THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND OWNERS OF PRIVATE FACILITIES IN THE AREA OF CONSTRUCTION 48 HOURS IN ADVANCE OF PERFORMING ANY WORK.
4 IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROTECT ALL UTILITY LINES AND SUBSTRUCTURES.
5 REMOVE ALL TREES WITHIN THE STREET RIGHT OF WAY.
6 JOB LOCATION ON SHEET 2
7 LOCATION OF SURVEY MONUMENTS IN FIELD WILL BE DETERMINED BY THE CITY ENGINEER.



LEGEND.
⊗ AVOCADO TREE.
—·— IRRIGATION LINE.
⊕ IRR. HEAD.
BM. "D" CHISLED ON PECK RD. OVER PASS EL: 250.71 C.S.H.

TYPICAL SECTION
STA. 12+31.24 TO STA. 14+97.85
NO SCALE



ST 628 1/2

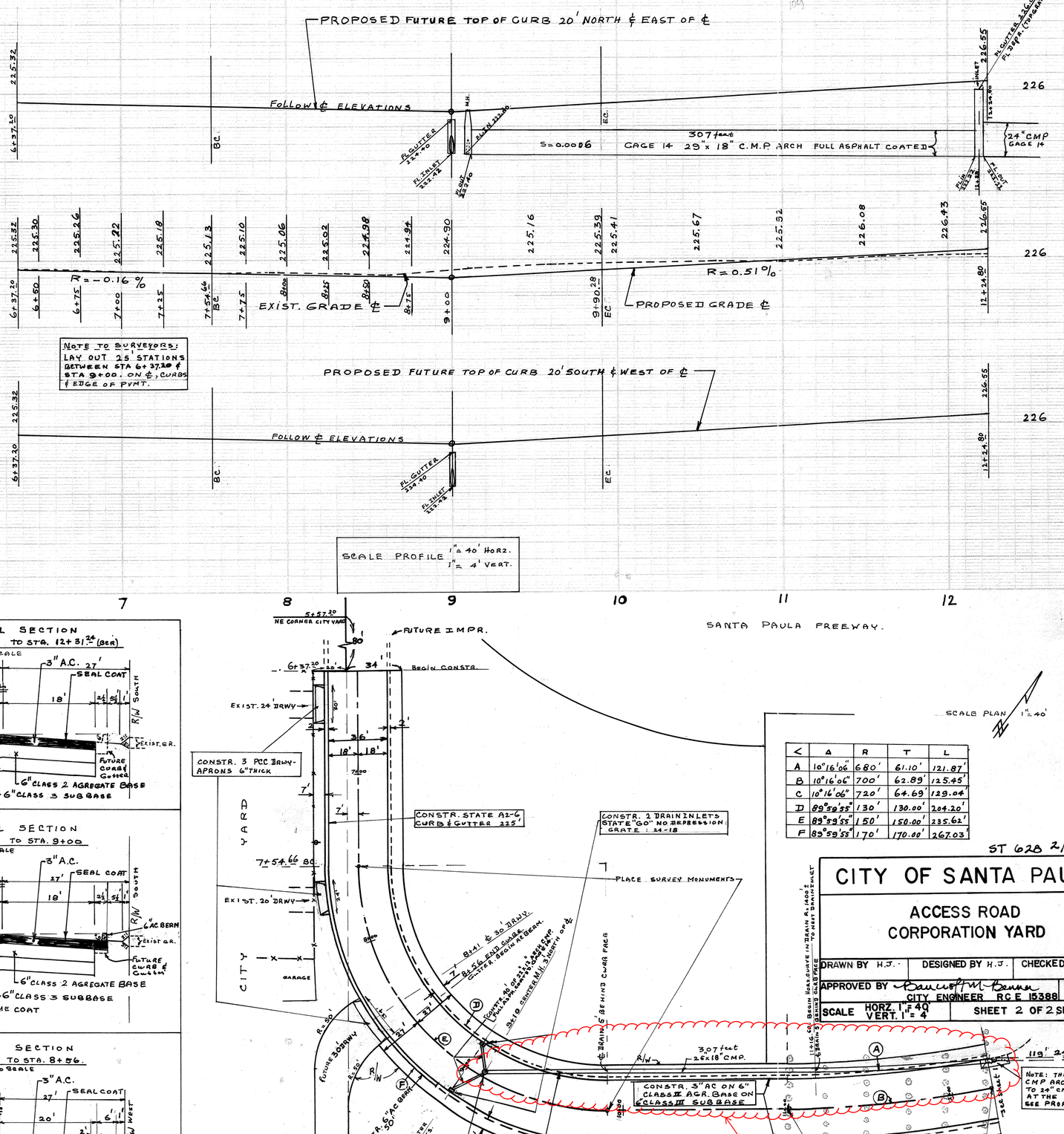
CITY OF SANTA PAULA

ACCESS ROAD CORPORATION YARD

DRAWN BY H.J.	DESIGNED BY H.J.	CHECKED BY BMB
APPROVED BY Bennett M. Benner CITY ENGINEER RCE 15388		DATE 4/12/68
SCALE HORZ. 1" = 40' VERT. 1" = 4	SHEET 1 OF 2 SHEETS	

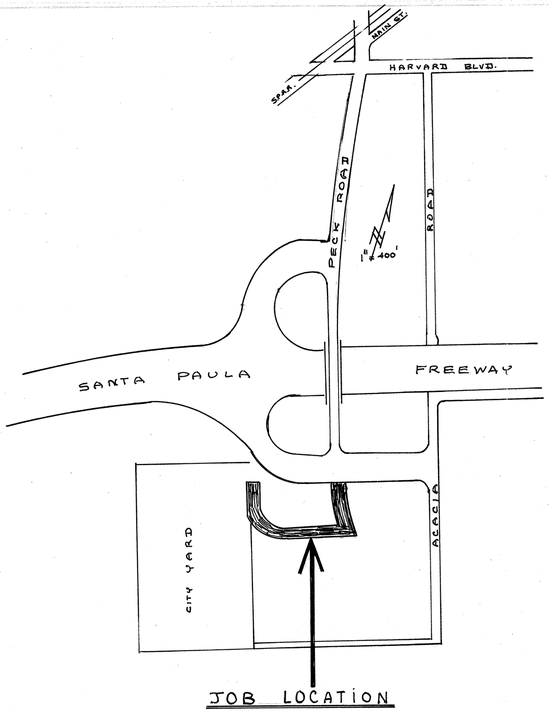
ST 628

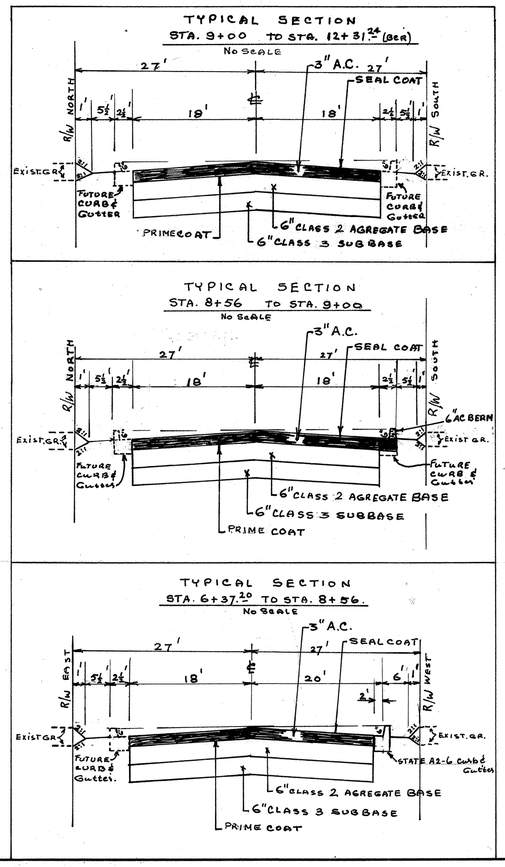
ST-628-1

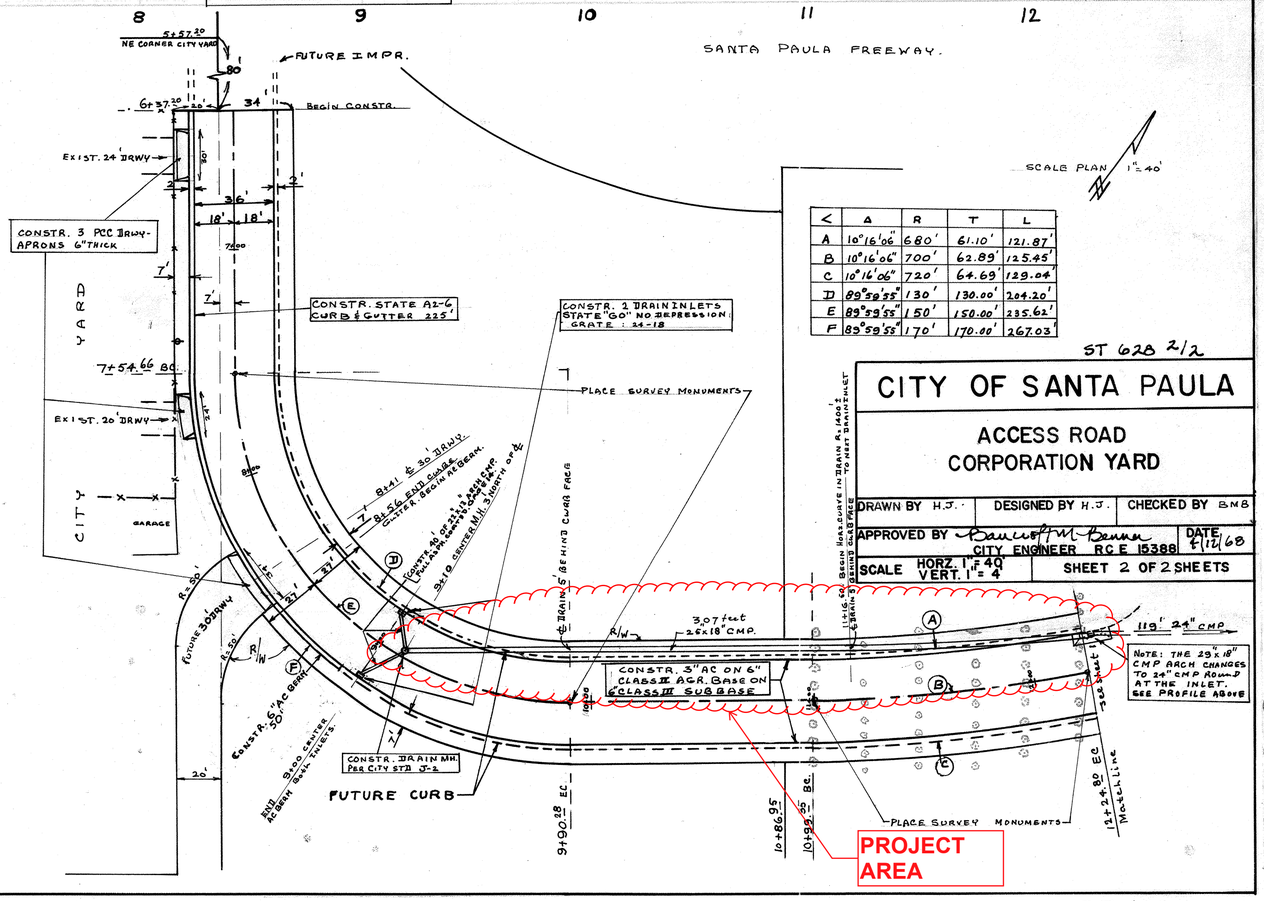


NOTE TO SURVEYORS:
LAY OUT 25' STATIONS BETWEEN STA 6+37.20 & STA 9+00. ON ℄, CURBS & EDGE OF PVMT.

SCALE PROFILE 1"= 40' HORZ.
1"= 4' VERT.







∠	Δ	R	T	L
A	10°16'06"	680'	61.10'	121.87'
B	10°16'06"	700'	62.89'	125.45'
C	10°16'06"	720'	64.69	129.04
D	89°59'55"	130'	130.00'	204.20'
E	89°59'55"	150'	150.00'	235.62'
F	89°59'55"	170'	170.00'	267.03'

ST 628 2/2

CITY OF SANTA PAULA

ACCESS ROAD CORPORATION YARD

DRAWN BY H.J.	DESIGNED BY H.J.	CHECKED BY BMB
APPROVED BY Bruce M. Bonn CITY ENGINEER RCE 15388		DATE 4/12/68
SCALE HORZ. 1"= 40' VERT. 1"= 4	SHEET 2 OF 2 SHEETS	

ST-628-2

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Donald Aguilar, Interim Police Chief

Subject: APPROVAL OF OFFICE OF TRAFFIC SAFETY (OTS) GRANT AGREEMENTS, BUDGET APPROPRIATIONS, AND PURCHASE OF A RADAR MESSAGE SIGN WITH TRAILER AND ACCESSORIES

Date: September 6, 2023

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends City Council:

1. Approve grant agreements PT23072 for FY2022/23 and PT24190 for FY2023/24 between the City of Santa Paula and the State of California - Office of Traffic Safety (OTS); and

2. Approve a budget allocation of $77,000.00 for grant PT23072 for FY2022/23 and $65,000 for grant PT24190 for FY2023/24, respectively, in new revenue and matching expenditures from the State of California - Office of Traffic Safety (OTS) Fund 314, as noted in the Fiscal Impact section of the staff report; and

3. Authorize the City Manager to purchase (1) New SpeedAlert 24 Radar Message Sign (RMS) System with ATS-5 Trailer and accessories, in the amount of $18,842.10 plus tax from All Traffic Solutions Inc.

BACKGROUND:

In January 2022, the City of Santa Paula Police Department ("SPPD") applied for a State of California - Office of Traffic Safety (OTS) grant to combat traffic-related collisions caused by alcohol, distracted driving, and other factors.

In September 2022, OTS awarded SPPD grant PT23072 - Exhibit A, in the amount of $77,000.00, to execute operations, programs, and purchase equipment to support strategies to reduce crashes involving alcohol and other primary crash factors.

The grant performance period began October 1, 2022 and ends September 30, 2023, with all purchases related to the Grant Agreement ("Agreement") required to take place during this period. The Agreement, attached as Exhibit A, was signed by the Grant Director (Santa Paula Police Sgt. Ken Clark), Fiscal Official (Finance Director Christy Ramirez), Authorizing Official (Chief of Police Travis Walker) and Authorizing Official of the Office of Traffic Safety (Director Barbara Rooney).

Grant activity has been reported to OTS by the Santa Paula Police Department on a quarterly basis for quarters one through three along with claims for reimbursement which have been submitted to OTS by the City of Santa Paula Finance Department. The submissions have been accepted by the OTS and are in compliance with the Agreement.

The current Agreement is in the final quarter and reporting and final review of the grant year is due on September 30, 2023. During the 4th quarter, to maintain compliance with our commitment stipulated in the grant, SPPD is purchasing a portable traffic/radar message board as described in the Agreement. The cost is $18,842.10 and satisfies Section D, Equipment Purchase in the grant.

Additionally, in August 2023, OTS awarded the City of Santa Paula Police Department grant PT24190 - Exhibit B, in the amount of $65,000.00, to execute operations, programs, and purchase equipment to support strategies to reduce crashes involving alcohol and other primary crash factors for FY2023-24.

ANALYSIS:

The acceptance of both Agreements allows the police department to implement best practices and strategies that will reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

Related to Agreement PT23072 - Exhibit A, SPPD identified a specific radar message system with trailer and accessories to meet the standards and needs for strategies that will reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The selected radar message system, trailer and accessories have been identified in Exhibit C.

Due to the time-sensitive nature of grant funds expiring for Agreement PT23072 at the end of September 30, 2023, in addition to the fact that the lead time for radar system is a couple of weeks, staff is recommending moving forward with the purchase of the radar message system, trailer and accessories. The radar message board would be purchased under our existing Sourcewell Contract which, as a cooperative purchasing program, does not require the normal competitive bidding process. Santa Paula's Municipal Code allows for Cooperative Purchasing agreements to be utilized in place of the Formal Bid process: Title IV: Contracts and Purchases, Chapter 41: Purchasing, § 41.11 Cooperative Purchasing The procedures set forth above (Formal Bid process) need not be followed where the Purchasing Agent identifies a cooperative purchasing program administered by a government-oriented entity, or; a local, state, or federal governmental agency. When in the city's best overall interests, the Purchasing Agent may enter into a contract for the purchase of supplies and general services awarded through such a cooperative purchasing program. City Council consent is required for such arrangements where the estimated value of the supplies or general services exceed $50,000.

Additionally, staff is recommending Council approve grant agreement PT24190 for FY2023/24

between the City of Santa Paula and the State of California - Office of Traffic Safety (OTS) as the performance period for this Agreement begins October 1, 2023 along with a corresponding budget allocation of $65,000 in new revenue and matching expenditures from the State of California - Office of Traffic Safety (OTS) Fund 314. No matching funds are required on behalf of the City for either Agreement.

STRATEGIC PLAN:

While this item is not an objective in City Council's two-year Strategic Plan, approval of this item supports Council's goal in Section E. Public Safety & Emergency Preparedness, by creating an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating.

FISCAL IMPACTS:

Acceptance of funding from the State of California's Office of Traffic Safety, retroactive to October 1, 2022, will result in revenue to the Police Department of $77,000.00 which will be used to conduct traffic enforcement and educational programs within the City. A budget adjustment to recognize revenues and expenses for this grant in fund 314 are included in the staff recommendations. Because the State's fiscal calendar runs through September 30th, there will be an overlap of prior year expenses. Additionally, a new budget allocation of $65,000.00 for the performance period October 1, 2023 through September 30, 2024 is required. Staff will return to Council at the mid-year fiscal review to provide any additional adjustments needed.

A new budget allocation totaling $142,000.00 in revenue and matching expenditures is needed, spanning two fiscal years as noted below. Any remaining allocation from FY 22/23 will be carried over to FY 23/24, within the City Manager's approval authority.

The following budget adjustment is recommended:

Account	Description	Debit (Increase Expense)	Credit (Increase Revenue)
Fund 314	Grant Expenses (FY22-23)	$77,000.00	
Fund 314	Grant Expenses (FY23-24)	$65,000.00	
Fund 314	Grant Revenue (FY22-23)		$77,000.00
Fund 314	Grant Revenue (FY23-24)		$65,000.00

OPTIONS:

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

1. Decline to approve staff's recommendation. If this item is not approved by Council, staff will not have the necessary funding to move forward with alcohol related programs in the community, thereby forfeiting the awarded grants funds; or

2. Provide staff with alternate direction.

ATTACHMENTS:

Exhibit A - PT23072 - Grant Agreement FY2022-23.pdf
Exhibit B - PT24190 Grant Agreement FY2023-24.pdf
Exhibit C - All Traffic Solutions Sourcewell Quote for Radar Message System.pdf

EXHIBIT A - PT23072 OTS GRANT

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Santa Paula Police Department

3. **Grant Period**
From: 10/01/2022
To: 09/30/2023

4. AGENCY UNIT TO ADMINISTER GRANT
Santa Paula Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. **Federal Funds Allocated Under This Agreement Shall Not Exceed: $77,000.00**

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:
- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. **Approval Signatures**

A. GRANT DIRECTOR

NAME: Kenneth Clark
TITLE: Sergeant
EMAIL: kclark@spcity.org
PHONE: (805) 933-5687
ADDRESS: 214 S. 10th Street
Santa Paula, CA 93060

KClark — Sep 30, 2022
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL

ADDRESS: Travis Walker
Chief of Police
twalker@spcity.org
(805) 525-4474 x123
214 S. 10th Street
Santa Paula, CA 93060

Travis Walker (Oct 14, 2022 14:28 PDT) — Oct 14, 2022
(Signature) *(Date)*

C. FISCAL OFFICIAL

ADDRESS: Christy Ramirez
Finance Director
cramirez@spcity.org
(805) 933-4211 x204
970 E. Ventura Street
Santa Paula, CA 93060

Christy Ramirez
Christy Ramirez (Oct 14, 2022 14:24 PDT) — Oct 14, 2022
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

ADDRESS: Barbara Rooney
Director
barbara.rooney@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

Barbara L Rooney — Oct 25, 2022
(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: TDLLJXMQYPJ9 REGISTERED ADDRESS: 970 Ventura Street CITY: Santa Paula ZIP+4: 93060-3637

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-23	20.600	0521-0890-101	2022	43/22	BA/22	$42,000.00
164AL-23	20.608	0521-0890-101	2022	43/22	BA/22	$35,000.00
				AGREEMENT TOTAL		**$77,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED
Carolyn Vu	Oct 15, 2022

AMOUNT ENCUMBERED BY THIS DOCUMENT
$77,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

TOTAL AMOUNT ENCUMBERED TO DATE
$77,000.00

1. PROBLEM STATEMENT

Santa Paula sits at the geographical center of Ventura County, located in the Santa Clara River Valley, an agricultural hub of Heritage Valley. Just forty-five miles north of Los Angeles, Santa Paula is easily accessible and less than an hour from Los Angeles, Santa Barbara, and Santa Clarita. The 2020 Census recorded a population of 29,558 residents who reside in a city that is rich in history and culture. While the population is relatively small, year-round events, local history as the "Citrus Capital of the World", and its history as a film location attract hundreds of thousands of visitors. This influx of road traffic, in addition to the day-to-day operations of ensuring traffic safety for the community, is an ongoing challenge for the Santa Paula Police Department as they address a years-long deficit in traffic enforcement due to staffing levels. In spite of this, in response to community concerns in 2019, the Santa Paula Police Department was able to deploy one full-time motorcycle patrol officer dedicated to patrolling the community. Finally, the Santa Paula Police Department will continue to conduct enforcement operations and educational campaigns in an effort to reduce crashes and create safer roadways, utilizing data from current traffic crash records as a benchmark.

Based on data from Santa Paula Police Department's RMS System, the Santa Paula Police Department has responded to 232 traffic crashes last year. Of these, there were 67 injury traffic crashes with 86 people injured and 3 fatal traffic crashes.

A further look into recent statistics shows a significant decrease in numbers. We have seen a decrease in DUI arrests from 67 to 37, a decrease of 45%. DUI involved crashes went from 10 to 4, a 60% decrease. Crashes involved speed decreased from 16 to 8, a 50% decrease however, speed does continue to be an issue. The number crashes in total decreased from 91 to 79 a difference of 13%. There was a slight increase in numbers involving pedestrians and bicyclists. Crash involving injuries to pedestrians increased from 7 to 8, a 12% difference and crashes involving bicyclists increased from 2 to 6, a 67% difference. The introduction of OTS operations in 2020 and increased operations in 2021 had a significant impact in the reduction of DUI arrests and crashes overall. Departmental statistics and records indicate the efficacy of activities related to OTS.

These figures do not include traffic crashes that occurred in the city of Santa Paula on SR126 that other agencies responded to. It is our hope to continue to receive the support of OTS to support our efforts to reduce deaths and injuries on Santa Paula roads through higher level enforcement and educational opportunities.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.

18. Reduce nighttime (2100 - 0259 hours) injury crashes.	
B. Objectives:	**Target Number**
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	6
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	6
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Send law enforcement personnel to SFST Instructor training.	1
9. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
10. Conduct DUI Saturation Patrol operation(s).	8
11. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	5
12. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI

convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

- Media RequirementsIssue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints,

etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.

- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PT-23	20.600	State and Community Highway Safety	$42,000.00
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$35,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-23	$5,000.00	2	$10,000.00
DUI Saturation Patrols	164AL-23	$1,950.00	8	$15,600.00
Benefits for 164AL OT @ 12.62%	164AL-23	$25,600.00	1	$3,231.00
Traffic Enforcement	402PT-23	$1,600.00	5	$8,000.00
Distracted Driving	402PT-23	$1,600.00	3	$4,800.00
Pedestrian and Bicycle Enforcement	402PT-23	$1,600.00	3	$4,800.00
Benefits for 402PT OT @ 12.62%	402PT-23	$17,600.00	1	$2,221.00
Category Sub-Total				$48,652.00
B. TRAVEL EXPENSES				
In State Travel	402PT-23	$3,179.00	1	$3,179.00
				$0.00
Category Sub-Total				$3,179.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
Changeable Message Sign Trailer with Radar	402PT-23	$19,000.00	1	$19,000.00
Category Sub-Total				$19,000.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-23	$6,169.00	1	$6,169.00
Category Sub-Total				$6,169.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$77,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits for 164AL OT @ 12.62% - Benefit breakdown: WC = 11.17% Medicare = 1.45% TOTAL Benefit 12.62%
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits for 402PT OT @ 12.62% - Benefit breakdown: WC = 11.17% Medicare = 1.45% TOTAL Benefit 12.62%
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Law Enforcement Traffic Safety Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
Changeable Message Sign Trailer with Radar-Fully equipped changeable message sign trailer(s) with a radar device and digital display that is portable and fully programmable and will determine and display the speed of vehicles or post traffic safety information and messages during OTS funded operations.
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
There will be no program income generated from this grant. Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
    - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

        a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
        b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;
        c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
        d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
        e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)
The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to all subrecipients as well as States)
None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to all subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT23072
Agency Name:	Santa Paula Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$77,000.00
Authorizing Official:	Travis Walker
Fiscal Official:	Christy Ramirez
Grant Director:	Kenneth Clark

CURRENT GEMS USER(S)

1. Kenneth Clark
Title: Sergeant
Phone: (805) 933-5687
Email: kclark@spcity.org
Media Contact: Yes

2. Beatriz Jimenez
Title: Accountant
Phone: (805) 525-4474 x238
Email: bjimenez@spcity.org
Media Contact: No

3. Patricia Zavala
Title: Accountant
Phone: (805) 933-4211 ext. 206
Email: pzavala@spcity.org
Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☑	Add as a media contact? Yes ☐ No ☐
Patricia Zavala Name	Accountant Job Title
pzavala@spcity.org Email address	805-933-4211 ext. 206 Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by: KCl	Date: Sep 30, 2022
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.	
KCl Signature	Kenneth Clark Name
Sep 30, 2022 Date	Grant Director Title

Grant Agreement - PT23072

Final Audit Report 2022-10-25

Created:	2022-09-30
By:	Stephanie Spaid (stephanie.spaid@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr0nXebxw5mLI30ZTwRgnYE1U9ztbVNvl

"Grant Agreement - PT23072" History

Document created by Stephanie Spaid (stephanie.spaid@ots.ca.gov)
2022-09-30 - 2:26:51 PM GMT

Document emailed to kclark@spcity.org for signature
2022-09-30 - 2:26:56 PM GMT

Email viewed by kclark@spcity.org
2022-09-30 - 3:04:45 PM GMT

Signer kclark@spcity.org entered name at signing as Kenneth Clark
2022-09-30 - 8:53:16 PM GMT

Document e-signed by Kenneth Clark (kclark@spcity.org)
Signature Date: 2022-09-30 - 8:53:18 PM GMT - Time Source: server

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2022-09-30 - 8:53:20 PM GMT

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2022-09-30 - 8:56:09 PM GMT

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2022-09-30 - 8:58:49 PM GMT

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Signature Date: 2022-09-30 - 8:58:50 PM GMT - Time Source: server

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2022-09-30 - 8:58:52 PM GMT

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2022-10-01 - 8:38:18 PM GMT

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2022-10-07 - 9:53:51 PM GMT

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2022-10-14 - 9:24:07 PM GMT

Signer cramirez@spcity.org entered name at signing as Christy Ramirez
2022-10-14 - 9:24:35 PM GMT

Document e-signed by Christy Ramirez (cramirez@spcity.org)
Signature Date: 2022-10-14 - 9:24:37 PM GMT - Time Source: server

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2022-10-14 - 9:24:39 PM GMT

Email viewed by twalker@spcity.org
2022-10-14 - 9:25:40 PM GMT

Signer twalker@spcity.org entered name at signing as Travis Walker
2022-10-14 - 9:28:03 PM GMT

Document e-signed by Travis Walker (twalker@spcity.org)
Signature Date: 2022-10-14 - 9:28:05 PM GMT - Time Source: server

Document emailed to Carolyn Vu (carolyn.vu@ots.ca.gov) for signature
2022-10-14 - 9:28:07 PM GMT

Email viewed by Carolyn Vu (carolyn.vu@ots.ca.gov)
2022-10-15 - 4:03:30 PM GMT

Document e-signed by Carolyn Vu (carolyn.vu@ots.ca.gov)
Signature Date: 2022-10-15 - 4:03:44 PM GMT - Time Source: server

Document emailed to Barbara Rooney (barbara.rooney@ots.ca.gov) for signature
2022-10-15 - 4:03:45 PM GMT

Email viewed by Barbara Rooney (barbara.rooney@ots.ca.gov)
2022-10-25 - 5:14:34 PM GMT

Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)
Signature Date: 2022-10-25 - 9:00:54 PM GMT - Time Source: server

Agreement completed.
2022-10-25 - 9:00:54 PM GMT

EXHIBIT B - PT24190 OTS GRANT

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Santa Paula

3. Grant Period
From: 10/01/2023
To: 09/30/2024

4. AGENCY UNIT TO ADMINISTER GRANT
Santa Paula Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $65,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Cody Madison
TITLE: Sergeant
EMAIL: cmadison@spcity.org
PHONE: (805) 525-4474 ext. 168
ADDRESS: 214 S. 10th Street
Santa Paula, CA 93060

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Travis Walker
TITLE: Chief of Police
EMAIL: twalker@spcity.org
PHONE: (805) 525-4474 x123
ADDRESS: 214 S. 10th Street
Santa Paula, CA 93060

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Christy Ramirez
TITLE: Finance Director
EMAIL: cramirez@spcity.org
PHONE: (805) 933-4211 x204
ADDRESS: 970 E. Ventura Street
Santa Paula, CA 93060

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: TDLLJXMQYPJ9 REGISTERED ADDRESS: 970 Ventura Street CITY: Santa Paula ZIP+4: 93060-3637

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$65,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				AMOUNT ENCUMBERED BY THIS DOCUMENT **$65,000.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED			TOTAL AMOUNT ENCUMBERED TO DATE **$65,000.00**		

1. PROBLEM STATEMENT

The City of Santa Paula is situated among the orchards of the Santa Clara River Valley and located in Ventura County, California. Santa Paula Police Department (SPPD) provides services to 31,059 constituents in an area that comprises approximately 5.69 miles. The City is surrounded by rolling hills and rugged mountain peaks complemented by orange, lemon, and avocado trees—in fact, more often than not, Santa Paula is referred to locally as the "Citrus Capital of the World." Protecting the City and its residents, SPPD is a progressive law enforcement agency with a full-time staff consisting of 31 individuals, as well as 18 civilian positions that's funded into our agency's annual fiscal budget. As a result, SPPD finds itself deeply committed to regularly providing the high-quality services its citizens need, not to mention the City's thriving commercial merchants, community-based organizations/nonprofits, and 14 district-area schools/learning centers.

The influx of road traffic, in addition to the day-to-day operations of ensuring traffic safety for the community, is an ongoing challenge for SPPD as it continues to feel the reverberations and is struggling to bounce back from a multi-year deficit in traffic enforcement. With the arrival of the COVID-19 pandemic in March 2020 came drastic cuts to SPPD's annual budget, making life more dangerous for Santa Paula's traffic enforcement due to reduced training, staffing, and a dire lack of equipment funds. Since 2020, traffic and lawyer reports, as well as the following news articles, have all-too-accurately reflected this steady decline in services:

"Pedestrian Injured in a Hit-and-Run in Santa Paula," Arash Law Injury Lawyers, January 2023: https://arashlaw.com/01-24-2023-ventura-county-ca-male-pedestrian-severely-injured-following-hit-and-run-crash-in-santa-paula

"Fatal Crashes in Santa Paula and Oxnard after Mugu Rock Raise Weekend Death Toll to 8," Ventura County Star, November 2022: www.vcstar.com/story/news/2022/11/07/chp-8-dead-weekend-fatal-crashes-santa-paula-rice-avenue-oxnard-and-mugu-rock-pcific-coast-highway/8292758001

"Three Victims Identified from Fatal Ventura County Crashes (including Santa Paula), According to California Highway Patrol," Ventura County Star, November 2022: www.vcstar.com/story/news/2022/11/08/victims-identified-fatal-ventura-county-crashes-oxnard-santa-paula/8304800001

"One Killed in Two-Vehicle Crash on Foothill Road in Santa Paula," LA Weekly, August 2022: www.laweekly.com/one-killed-two-vehicle-crash-foothill-road-santa-paula-ca

"School bus in Santa Paula Overturns with 11 People Aboard; Officials Say, with Two Student Athletes Hurt," ABC7, April 2022: https://abc7.com/santa-paula-school-bus-crash-ventura-county/11780945

"Two Badly Hurt in Crash on Santa Paula Freeway at Briggs Road," California Injury Crash Lawyer, January 2022: https://californiainjurycrashlawyer.com/santa-paula-car-crash-on-state-route-126-at-briggs-road

"Robert Perez Killed in Pedestrian Crash on West Telegraph Road in Santa Paula," US Crash Lawyer, June 2021: https://uscrashlawyer.com/news/robert-perez-killed-pedestrian-crash-west-telegraph-road-santa-paula-ca

"Two Dead, Three Hurt in Three Vehicle Traffic Crash in Ventura County (including Santa Paula), KCLU, February 2021: www.kclu.org/local-news/2021-02-22/two-dead-three-hurt-in-three-vehicle-traffic-crash-in-ventura-county

"Driver Trapped After Vehicle Overturns on South Mountain Road Outside Santa Paula," Ventura County Star, October 2020: www.vcstar.com/story/news/local/communities/santa-paula/2020/10/18/driver-trapped-after-vehicle-overturns-near-santa-paula/3706449001

The Santa Paula Police Department has been the recipient of funding from the Office of Transportation and Safety in prior years, most recently 2021 and 2020. Departmental statistics and records indicate the efficacy of activities related to OTS. Based on data from Santa Paula Police Department's RMS System, the Santa Paula Police Department has responded to 232 traffic crashes from 2020-2021. Of these, there were 67 injury traffic crashes with 86 people injured and 3 fatal traffic crashes. These figures do not include traffic crashes that occurred in the city of Santa Paula on SR126 that other agencies responded to. It is our hope to continue to receive the support of OTS to support our efforts to reduce deaths and injuries on Santa Paula roads through higher level enforcement and educational opportunities.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Send law enforcement personnel to SFST Instructor training.	2
9. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
10. Conduct DUI Saturation Patrol operation(s).	9

11. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	5
12. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled

release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.

- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. <u>Phase 3 – Data Collection & Reporting</u> (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$40,000.00
402PT-24	20.600	State and Community Highway Safety	$25,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-24	$5,600.00	2	$11,200.00
DUI Saturation Patrols	164AL-24	$2,400.00	9	$21,600.00
Benefits for 164AL OT @ 12.62%	164AL-24	$32,800.00	1	$4,139.00
Traffic Enforcement	402PT-24	$1,720.00	5	$8,600.00
Distracted Driving	402PT-24	$1,600.00	3	$4,800.00
Pedestrian and Bicycle Enforcement	402PT-24	$1,600.00	3	$4,800.00
Benefits for 402PT OT @ 12.62%	402PT-24	$18,200.00	1	$2,297.00
Category Sub-Total				$57,436.00
B. TRAVEL EXPENSES				
In State Travel	402PT-24	$4,503.00	1	$4,503.00
				$0.00
Category Sub-Total				$4,503.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-24	$3,061.00	1	$3,061.00
Category Sub-Total				$3,061.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$65,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits for 164AL OT @ 12.62% - Benefit breakdown: WC = 11.17% Medicare = 1.45% TOTAL Benefit 12.62%
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits for 402PT OT @ 12.62% - Benefit breakdown: WC = 11.17% Medicare = 1.45% TOTAL Benefit 12.62%
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include (enter other known conferences or required events). All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
There will be no program income generated from this grant. Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under. Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

EXHIBIT C - ALL TRAFFIC SOLUTIONS SOURCEWELL QUOTE FOR RADAR MESSAGE SYSTEM WITH TRAILER

ALL TRAFFIC SOLUTIONS

All Traffic Solutions Inc.
PO Box 221410
Chantilly, VA 20153
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

QUOTE Q-78924

DATE: 08/02/2023

Mail Purchase Orders to:
3100 Research Dr.
State College, PA
16801

Contract:
Sourcewell 090122-ATS
Sourcewell Account #:
2428

Questions contact:
MANUFACTURER:
All Traffic Solutions
Grahm Zieba
x
gzieba@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:
Santa Paula Police Department
214 S. 10th St.
Santa Paula, CA 93060

Billing Contact:

SHIP TO:
Santa Paula Police Department
214 S. 10th St.
Santa Paula, CA 93060
Attn: Cody Madison

PAYMENT TERMS:
Net 30

CUSTOMER: Santa Paula Police Department

CONTACT:(805) 525-4474

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	1	$9,307.15	$9,307.15
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	1	$1,500.00	$1,500.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, ($3000 Value, requires Traffic or Message Suite)	1	$0.00	$0.00
4001622	ATS-5 Trailer for IA/SA24 includes: 470Ah Batteries & Trailer Certificate of Origin	1	$5,407.00	$5,407.00
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	1	$800.00	$800.00
4001299	3 Year Warranty	1	$0.00	$0.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1	$100.00	$100.00
4001626	VZW communications prep	1	$0.00	$0.00
4000838	Solar panel, 90W: includes bracket for ATS-5 trailer and harness	1	$987.00	$987.00
4000641	Shipping and Handling Common Carrier	1	$1,612.00	$1,612.00
4001190	Discount - New Purchase	1	($2,069.88)	($2,069.88)

4000705	Sales Tax	1	$1,198.83	$1,198.83

Special Notes:	**SALES AMOUNT:**	$18,842.10
	TOTAL USD:	$18,842.10

Duration: This quote is good for 60 days from date of issue.
Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.
Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.
Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: _____ Date: _____

Print Name: _____ Title: _____

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: AGREEMENT WITH THE SANTA PAULA CHAMBER OF COMMERCE

Date: September 6, 2023

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to enter into a professional services agreement with the Chamber of Commerce for FY2023 - FY2024.

BACKGROUND:

The relationship between the Chamber of Commerce ("Chamber") and the City is a crucial partnership that drives economic growth and community development. The Chamber represents businesses, advocating for favorable conditions and policies. This collaboration enhances infrastructure, promotes tourism, and fosters a sense of community. Coming out of the pandemic, this collaboration has grown exponentially, most notably in efforts supporting the downtown Property Business Improvement District ("PBID") and support for economic vitality efforts focused on Council's former two-year Strategic Plan. In the past two-years, the Chamber collaborated with City staff to develop programs such as the business round table sessions with local business owners, and conducted workshops with partners such as the Economic Development Collaborative ("EDC") and Women's Economic Ventures ("WEV").

During budget discussions earlier this year, the Chamber Board of Directors came to City staff asking to enhance the existing partnership.

On June 7, 2023, the Chamber Executive Director, John Marquez, attended a Special Meeting of the City Council whereby he presented a proposal to Council in which the Chamber would assist City staff with a scope of services to augment and assist staff in executing various economic vitality initiatives, most notably, Council's recently adopted two-year Strategic Plan. Council was amenable to the proposal and provided recommendations to staff on modifying the Chamber's scope of work.

On June 14, 2023, during a Special Meeting of the City Council, Council had more in depth budget discussions related to setting aside $30,000 per fiscal year for the Chamber and on June 21, 2023, the budget was adopted setting aside the funds.

ANALYSIS:

Since the passage of the adopted budget, members of the Chamber Board of Directors and City staff have further refined the scope of work notated as Exhibit A within the contractual services agreement attached ("Exhibit A").

Once executed, the Chamber will work with staff to execute the outlined scope of work and shall submit to the City Manager, or his/her designee, a monthly verbal or written report in addition to an annual State of the City report to the community on achieved milestones, projects or programs implemented.

STRATEGIC PLAN:

Approval of this item moves the City closer to completing several objectives contained within City Council's two-year Strategic Plan, Section B. Economic Development with the goal of enhancing the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community.

FISCAL IMPACTS:

Funds for this professional services agreement have been budgeted for in the amount of $30,000 for FY23/24 and FY24/25 under City Council GL 100-5-0501-323.

OPTIONS:

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

1. Direct staff to make further revisions to the Chamber's scope of work;

2. Do not enter into an agreement with the Chamber of Commerce.

ATTACHMENTS:

Exhibit A - Chamber of Commerce Agreement.pdf

EXHIBIT A - CONTRACTUAL SERVICES AGREEMENT WITH SANTA PAULA CHAMBER OF COMMERCE

CITY OF SANTA PAULA
CONTRACTUAL SERVICES AGREEMENT

ARTICLE 1. PARTIES.

THIS CONTRACTUAL SERVICES AGREEMENT (hereinafter the "Agreement") is made this September 6, 2023, (the "Effective Date") by and between the City of Santa Paula (hereinafter the "City"), a municipal corporation, with its principal place of business at 970 Ventura Street, Santa Paula, California 93060, and the Santa Paula Chamber of Commerce (hereinafter the "Chamber"), a California nonprofit corporation, with its principal place of business at 200 N 10th Street, Santa Paula, California 93060. The City and the Chamber are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

ARTICLE 2. RECITALS.

2.1 The Chamber desires to perform and assume responsibility and obligation for the provision of certain services ("Services"), as hereinafter described, on the terms and conditions set forth herein.

2.2 The City desires to engage the Chamber to render such Services, as hereinafter described on the terms and conditions set forth herein. The City has determined that the provision of these Services will be of benefit to the City by fostering and reinforcing the City's positive image and furthering the City's goals of encouraging business development and strengthening communities.

ARTICLE 3. ENGAGEMENT AND SERVICES OF THE CHAMBER.

3.1 Engagement of the Chamber. The City hereby engages the Chamber, and the Chamber promises and agrees to furnish to the City, subject to the terms and conditions set forth in this Agreement, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services. The Services are more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Chamber agrees to perform the Services in accordance with the terms and conditions of this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Term and Termination. The term of this Agreement shall be from July 1, 2023, to June 30, 2024, unless earlier terminated as provided herein. This Agreement may be terminated by either Party upon thirty (30) days written notice. Upon termination, the Chamber shall be compensated only for those Services which have been adequately rendered to City, and the Chamber shall be entitled to no further compensation. In the event of early termination of this Agreement, Chamber shall identify expenditures of the City's payment to Chamber since the most recent Quarterly Report (defined below) and remit any unused funds allocated for future events or expenditures. Unused funds shall refer to any remaining balance from the total funds allocated by City to Chamber for the purpose of organizing, hosting, and providing the Services as outlined in

Exhibit "A." The remittance of unused funds shall be paid to City within thirty (30) days of written notice of early termination. Chamber shall provide a detailed written explanation of the calculation and amount of the unused funds being remitted. This explanation shall be provided to City along with the corresponding remittance.

ARTICLE 4. RESPONSIBILITIES OF THE CHAMBER.

4.1 Progress. The Chamber shall work closely and cooperate fully with the City at all reasonable times. The Chamber shall report on the progress of the activities and projects planned in connection with this Agreement quarterly to the City Manager.

4.2 Reporting. The Chamber shall submit to the City Manager, or his/her designee, a written or oral report regarding the status and progress of the Services. The report shall demonstrate the Chamber's full compliance with the requirements of this Agreement including a summary of the activities performed and planned in connection with this Agreement, and quantifiable milestones and goals for each program planned and implemented in connection with this Agreement. The report shall be provided during the monthly Chamber meeting with the City Manager, or his/her designee. Once a year, during the Chamber State of the City, the Chamber will provide an annual report to the community on achieved milestones, projects or programs implemented.

4.3 Accounting Records. The Chamber shall maintain complete and accurate financial records, including but not limited to, receipts and disbursements, with respect to all costs and expenses incurred by the Chamber during the Term of this Agreement. All such records shall be clearly identifiable. The Chamber, upon the City's request, 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 at the City's request.

4.5 The Chamber's Responsibilities for Costs and Expenses. Except as otherwise expressly stated herein, the Chamber shall be responsible for all costs and expenses incurred relative to the Chamber, personnel of the Chamber and sub consultants of the Chamber in connection with the performance of the Services, including, without limitation,' payment of salaries, fringe benefits, contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.

4.6 Independent Contractor. The Services shall be performed by the Chamber or under its supervision. The Chamber shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Chamber represents that it possesses the professional and technical personnel required to perform the Services. The City retains the Chamber on an independent contractor basis and not as an employee of the City. The personnel performing the Services on behalf of the Chamber shall at all times be under the Chamber's exclusive direction and control.

4.7 The City's Representative. The City hereby designates the City Manager to act as its representative for the performance of this Agreement ("City's Representative"). The City's

Representative shall have the power to act on behalf of the City for all purposes under this Agreement. The Chamber shall not accept direction or orders from any person other than the City's Representative or his or her designee.

4.8 The Chamber's Representative. The Chamber hereby designates its Executive Director, or his or her designee, to act as its representative for the performance of this Agreement ("Chamber's Representative"). The Chamber's Representative shall have full authority to represent and act on behalf of the Chamber for all purposes of this Agreement. The Chamber's Representative shall supervise and direct the Services, using his or 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.

4.9 Personnel; Licenses. The Chamber represents and warrants that it and all personnel engaged in performing Services are and shall be fully qualified, authorized, and permitted under state and local law to perform such Services. The Chamber represents and warrants that it and all personnel and sub consultants engaged in performing the Services have and keep all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services under this Agreement.

4.10 Conformance to Applicable Requirements. All aspects of the provision of the Services by the Chamber shall conform to all applicable city, county, state, and federal laws, rules, and regulations in effect at the time the Services are provided.

4.11. Insurance Coverage. The Chamber agrees to maintain adequate insurance coverage throughout the term of this Agreement as determined by the City, including but not limited to general liability insurance, property insurance, and any other coverage required by the City and applicable California laws. The Chamber shall include the City as an additional insured party on any and all insurance policies procured or maintained in connection with this Agreement. The Chamber shall provide proof of insurance to the City upon request and shall promptly notify the City of any material changes to the coverage during the term of this Agreement.

4.12. Indemnity. The Chamber shall indemnify, defend, and hold harmless City, its officials, officers, employees, and agents from any claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liabilities, judgements, awards, settlements, losses, damages or injuries of any kind, and expenses (including reasonable attorneys' fees) arising out of or, pertaining to, or resulting from the provision of Services, unless such claims arise from the City's negligence or willful misconduct. The Chamber's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Chamber, the City, its officials, officers, employees, agents, or volunteers.

ARTICLE 5. RESPONSIBILITIES OF THE CITY.

5.1 Cooperation. The City shall cooperate with the Chamber relative to the provisions of the Services. To the extent permitted by applicable law, the City shall provide criteria and information in its possession, or reasonably obtainable by it, as requested by the Chamber, and

shall make that information and related data available for the Chamber's use during the performance of this Agreement.

ARTICLE 6. COMPENSATION.

6.1 Compensation. In consideration of the Services performed by the Chamber for the City, the City shall pay to the Chamber compensation in the sum of **Thirty Thousand Dollars ($30,000)** per year for the Term of this Agreement. In no event shall compensation under this Agreement exceed the compensation set forth herein without the City's prior written approval.

The Parties may mutually agree that the City may provide to the Chamber materials, services, and equipment in partial or total satisfaction of any monetary compensation due to the Chamber hereunder. The value of such equipment, materials and services shall be as agreed upon between the Parties.

6.2 Extra Services. The Chamber shall not receive additional compensation for any extra service unless such extra service has been authorized in writing by the City prior to the commencement of the extra service.

6.3 Reimbursements. The Chamber shall not be reimbursed for any expenses unless authorized in writing by the City.

6.4 Payment of Compensation. The Chamber shall submit an invoice to the City on an annual basis. The City shall make payment to the Chamber within thirty (30) days following the receipt of the invoice.

ARTICLE 7. GENERAL PROVISIONS.

7.1. 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:

Chamber: Santa Paula Chamber of Commerce
PO Box 1
Santa Paula, California 93061
Attn: Executive Director

City: City of Santa Paula
970 Ventura Street
Santa Paula, California 93060
Attn: City Clerk

With copy to: City of Santa Paula
970 Ventura Street
Santa Paula, California 93060

Attn: City Manager

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.

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

7.3 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.

7.4 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. This Agreement may only be modified by a writing signed by both Parties.

7.5 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County.

7.6 Time of Essence. Time is of the essence for each provision of this Agreement.

7.7 City's Right to Employ Other Consultants. The City reserves right to employ other consultants in connection with the Services.

7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties and shall not be assigned by the Chamber without the prior written consent of City.

7.9 Assignment or Transfer. The Chamber shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement, or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

7.10 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 workdays. All references to the Chamber include all personnel, employees, agents, and subcontractors of the Chamber, except as otherwise specified in this Agreement. All references to the City include its respective directors, 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.

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

7.12 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.

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

7.14 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.

7.15 Equal Opportunity Employment. The City represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, 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. City shall also comply with all relevant provisions of the City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

7.16 Labor Certification. By its signature hereunder, the 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 prior to commencing the performance of the Services.

7.17 Authority to Enter Agreement. The Chamber has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and bind each respective Party.

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

7.19 Subcontracting. The Chamber shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. The Chamber may utilize vendors to complete the Services as reasonably necessary.

[Signatures on following pages]

Dated: _____

CITY OF SANTA PAULA
a Municipal corporation

By_____
Dan Singer, City Manager

Dated: _____

SANTA PAULA CHAMBER OF COMMERCE
a California nonprofit corporation

By _____
NAME, Board Chair

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, Interim City Attorney

EXHIBIT A

CITY OF SANTA PAULA
CONTRACTUAL SERVICES AGREEMENT

Scope of Services

The Santa Paula Chamber of Commerce and the City of Santa Paula Contractual Services Agreement is a key component to the economic and community development of the City of Santa Paula and surrounding areas. The Chamber, through this partnership agreement, will act as a liaison between the City and the business community. The Chamber, through diverse business events and educational resources will augment and support the various economic development and community enhancement programs implemented by the City. No portion of the City's payment under this Agreement will be used for political purposes, including but not limited to, advocating or opposing any local municipal election issue or candidate. The City's payment shall only be used for those services provided in this scope of services.

The scope of services includes, but is not limited to, five key components from the City of Santa Paula Two-Year Strategic Plan. The Santa Paula Chamber of Commerce will assist the City in implementing the following Strategic Plan Categories and Objectives or goals as outlined below. The activities that are bulleted under each City goal and objective will be the responsibility of the Chamber through this contract.

I. ARTS, CULTURE, & ENTERTAINMENT

II. ECONOMIC DEVELOPMENT

III. PUBLIC SAFETY & EMERGENCY PREPAREDNESS

IV. CONNECTED AND HEALTHY COMMUNITY

V. COMMUNITY VITALITY

I – ARTS, CULTURE & ENTERTAINMENT

City Strategic Goal:

"Become a regional leader of the arts, culture, and entertainment that accurately represents our history and core values."

Objective #1 - Public Arts/Murals - Support public art and the mural program.

- **Public Murals** - Help facilitate the production of one new mural per calendar year at the direction of the City.

- **Outreach to Artists –** Develop an outreach plan specifically for creative economy professionals and organizations. Diversify chamber offerings to specifically target creative members.

- **Cultural Arts Collaborative –** Market and recruit creative professionals and participate in activities in support of the Cultural Arts Collaborative.

Objective #3 - QR Codes - Pursue the integration of technology with QR codes for historical buildings/murals.

- **QR Code Program:** Implement and maintain a QR code program on all public art that will include developing a web page on the Chamber website or create a new website highlighting our community public art. Content for each public art piece will be provided by the chamber.

II - ECONOMIC DEVELOPMENT

City Strategic Goal:

"Enhance the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community."

Objective #2 - Business Communications - Create a positive business environment by increasing communications and partnerships with new and existing businesses.

- **Networking Events –** Create, plan, promote and execute high-quality events that provide opportunities for businesses to network, connect, and find resources to grow their business. Key metrics to achieve include:
    - **1. 4-6 business roundtables per year.**
    - **2. 20-40 of attendees on average per event.**
    - **3. Minimum 12 email blasts, newsletters, etc.**

- **Provide counseling/workshops/roundtables for new and existing businesses.**

    - **Business Technical Assistance –** The Chamber will create partnerships with business technical assistance resources including but not limited to SCORE, Economic Development Collaborative, Women's Economic Ventures, and the County of Ventura Economic Development department to bring classes, workshops, training, and capital resources to Santa Paula. The Chamber will coordinate and provide logistics to make it easier for these organizations to provide services in the city.

- **State of the City Address –** Produce the City of Santa Paula annual State of the City Address. The City will be promoted as the Title sponsor of the event.

- **Film Liaison –** Represent the City as the film liaison. This includes:
    - Meet with interested production companies to discuss filming opportunities within the city and provide information about the permitting requirements,
    - After a permit is submitted, the Chamber will help facilitate film logistics between businesses, residents, and production companies to establish an agreement on the filming process within the city limits,
    - Act as the onsite representative for the city during all filming and production. Coordinate communication between City staff, businesses, and production companies.
    - Follow up with impacted businesses and report feedback on the film production to City staff.
    - The Chamber will receive compensation from the production companies for services rendered in accordance with the city's film permit application.

Objective #6 - Business Attraction - Prepare an economic base study to identify business sectors with greatest potential for expansion in Santa Paula and implement a business retention, marketing and recruitment program to attract those businesses. (General Plan Economic Development & Downtown 1.B)

- **City Tours to Prospective Businesses --** Assist the City in its business attraction efforts by planning and organizing meetings and tours between prominent business owners and/or managers, prospective businesses, and city staff.

- **Liaison with Business Owners** and City officials upon request.

III – PUBLIC SAFETY & EMERGENCY PREPAREDNESS

City Strategic Goal:

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

Objective #8 - Emergency Communications - Explore technology and increase subscribership with emergency communications to enhance disaster-preparedness efforts.

- The Chamber will support marketing and outreach campaigns targeted to businesses to sign up for emergency notification communications. The Chamber will incorporate, into its new member communications, a link to sign up for emergency communications. The Chamber will also assist the City by canvassing businesses to encourage registrations for the service.

- The Chamber will provide bilingual outreach to register for emergency communications.

IV – CONNECTED AND HEALTHY COMMUNITY

City Strategic Goal:

"Educate and engage residents and businesses about programs, initiatives and foster regional partnerships that create a safe and healthy community to live, work and thrive."

Objective #1: Community Education - Provide community education about City projects, processes, & permits.

- Assist City staff in activating vacant space on Main Street to provide periodic town hall/remote city hall outreach and community engagement opportunities.

- Work with City staff to create "Did you know" campaigns helpful to businesses and residents.

- Marketing for City Town Hall Events – Provide outreach support for city town hall events including marketing the event and follow up communications with the business community.

IV – COMMUNITY VITALITY

City Strategic Goal:

"Provide the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow."

Objective #2 - Internships - Expand and enhance a Citywide Internship and Apprentice Program.

- Partner with the City and Santa Paula Unified School District to implement a year-round internship program to assist with promoting the city and business community. This includes producing a city monthly newsletter, Good Morning Santa Paula, Business marketing videos and any other content promoting the Santa Paula Community.

- Work with City staff to curate video content useful to businesses and residents.

- Provide technical assistance and oversight of subcontractor for the implementation and management of the downtown Farmer's Market. This includes assistance obtaining permits, marketing and startup support and ongoing oversight.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: NOTICE OF COMPLETION FOR THE BOYS & GIRLS CLUB RESTROOM REMODEL PROJECT

Date: September 6, 2023

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the work performed by EJS Construction Inc.

2. Authorize staff to file the Notice of Completion with the County Recorder.

BACKGROUND:

On October 5, 2022, the City Council awarded a public works contract to EJS Construction Inc., for the Boys & Girls Club Restroom Remodel Project. Staff issued the Notice to Proceed on October 6, 2022.

ANALYSIS:

Upon inspection conducted by City staff and the project manager (RWC, Inc.), construction was deemed to have been completed in conformance with the submitted scope of work and specifications. Staff recommends that the Notice of Completion form be filed by staff with the County Recorder. The City has been retaining approximately five percent of the construction contract from EJS Construction Inc., ($13,211.63) to ensure that all subcontractors and suppliers have been paid.

The procedure for releasing these monies is the City Council's formal acceptance of the work with authorization to issue and record a Notice of Completion. If there are no claims filed within 30 days of recording the notice, the final payment of the retained amount can be made to the contractor.

The record of completion establishes the beginning of the warranty period, which is typically one year. The warranty requires that the Contractor guarantee the work performed under the contract and address any defects in workmanship and materials.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan.

FISCAL IMPACTS:

City Council approved a total funding amount of $300,000 for the Boys & Girls Club Restroom Remodel Project. In addition, the County of Ventura awarded an additional $250,000.

The Project has been completed within budget.

OPTIONS:

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

1. Do not authorize staff to file the Notice of Completion.

By not authorizing staff to file the Notice of Completion, staff will not be able to close out the project and pay the final invoice due to the Contractor.

ATTACHMENTS:

EXHIBIT A - Notice of Completion and Completion of Construction (RWC).pdf

EXHIBIT A

NOTICE OF COMPLETION FORM

AND

COMPLETION OF CONSTRUCTION (RWC)

Recording Requested by
and When Recorded Mail To:

City Clerk, City of Santa Paula
P. O. Box 569
Santa Paula, CA 93061

NO FEE GOV'T CODE 27383

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Boys & Girls Club Restroom Remodel

CIP Project No. : Not applicable
Resolution No.: 7351

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.

2. The full name of the owner is: City of Santa Paula

3. The full address of the owner is: City Hall, 970 Ventura Street, Santa Paula, CA 93060

4. The nature of the interest of the owner is: Boys & Girls Club Restroom Remodel.

5. A work of improvement on the property hereinafter described was field reviewed by the City Parks & Recreation Director on August 15, 2023. The work done was: Boys & Girls Club Restroom Remodel.

6. On September 6, 2023 the City of Santa Paula accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.

7. The name of the Contractor for such work of improvement was: EJS Construction Inc.

8. The properties on which said work of improvement was completed is within the City of Santa Paula, County of Ventura, State of California.

9. The address of said property is 1400 E. Harvard Blvd.

Dated: 09/06/2023



Gregory Barnes, Parks & Recreation Director
City of Santa Paula

VERIFICATION

I, the undersigned, say: I am the Parks & Recreation Director of the City of Santa Paula, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on 09/06, 2023 at Santa Paula, California.



Gregory Barnes, Parks & Recreation Director
City of Santa Paula

COMPLETION OF CONSTRUCTION

Project No. _____

Project Name: Santa Paula Boys Girls Club Restroom Remodel

Project Description: Demo Existing Restroom, Install New Plumbing, Elec., and Tile with New Fixtures

Work Started: December 12, 2022 Work Completed: June 2, 2023

We, the Project Managers for this project, hereby certify that on June 1, 2023, the contractor, EJS CONSTRUCTION, INC., certified this project's completion. The contractor certified that the project was completed in full. We certify that we have completed a final inspection of the project made on July 14, 2023 and verified the completion. Therefore, we recommend as the representative of the project be finally accepted by the City of Santa Paula.

August 25, 2023
Date

Wm. Lindsay
Project Manager / Robert William Co., LLC

August 27, 2013
Date

Project Manager / City of Santa Paula Staff

Attachments:

1. Lien Releases (Unconditional)
2. Payroll Reports
3. Progress and Final Project Pictures

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: AGREEMENT WITH THE LEW EDWARDS GROUP

Date: September 6, 2023

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to enter into a professional services agreement with the Lew Edwards Group ("LEG") in an amount not to exceed $165,000.00, to provide planning, communication and engagement services consistent with objectives identified within Council's two-year Strategic Plan in a form approved by the City Attorney.

BACKGROUND:

On May 31, 2023, Council held a Special Meeting of the City Council related to possible revenue generating opportunities. During the course of the meeting staff discussed several methods and options to enhance the City's revenue base.

On June 21, 2023, City Council adopted a new two-year Strategic Plan ("Plan") for FY23-25. Contained within are the Council's vision, goals and numerous objectives which staff will focus on for the next two years. Several objectives within the Plan expresses Council's clear intention to determine the community's views on the current quality of life in the City of Santa Paula, the community's desires for improving that qualify of life and the potential means of achieving the community's goals. Most notably, one of Council's objectives is found in Section B. Economic Development, Objective #1 Revenue Opportunities, whereby staff will actively purse revenue opportunities to increase the City's revenue base.

ANALYSIS:

The first step in furthering Council's objective is to determine the attitudes and beliefs of the community in a reliable and statistically sound survey. The Lew Edwards Group (LEG) will serve as lead consultant on this effort and will, as an initial step, develop appropriate questions and consult with FM3 Research, an opinion research subcontractor, regarding producing a community survey. Both LEG and FM3 are highly experienced firms providing these types of services in Ventura County and throughout California, and FM3 has conducted two previous community surveys for the City of Santa Paula in 2016 and 2018.

Consistent with our past practices, the City is interested in conducting an objective, statistically

reliable bilingual survey of Santa Paula residents to understand their needs, priorities, preferences, and satisfaction related to city services and facilities, measure community interest in additional funding for city services and facilities, and gather data on a variety of quality-of-life, issue, and policy-related matters.

Following an assessment of the City's updated opinion research, LEG will develop initial strategic recommendations as described in its proposal (Exhibit A). LEG will assist the City in developing or adding value to selected copy for appropriate engagement and communications materials to deliver an informational message about the City's vision for service delivery such as guest columns, copy for links on the City website, and presentations for informational speakers' bureau, stakeholders and key individuals in the community. The City Council, after receiving and reviewing the initial results, will then determine whether to proceed with the subsequent tasks from LEG. As a result, LEG will be on retainer for these efforts (Exhibit B) from September 30, 2023 through November 30, 2024, unless LEG's services are no longer required based on initial results of the survey.

Staff has reviewed the marketplace for reliable firms that can perform this service, and determined that the nature of the service, the reputation of the service provider and the quality of the work vary widely in the available firms. LEG has represented over 300 public entities throughout California, helping those organizations better understand their community sentiments about a variety of quality-of-life issues and policy-related matters. For this reason, staff is strongly recommending a contract with LEG, rather than a lengthy and expensive request for proposals, which would result in various levels of cost but with no assurance of work quality or reliability. The Government Code and the City's Municipal Code both permit sole source contracts for the performance of specialized professional services and staff believes that this is an instance when a sole source procedure is the preferred method.

Although LEG has not previously performed such services for the City, their reputation in the state is extremely strong and reference calls with Oxnard and Pt Hueneme bore this out. Moreover, they have also collaborated on similar projects with the City's legal firm, Best Best & Krieger, allowing for a seamless transition.

STRATEGIC PLAN:

This item supports the overall mission, vision, goals, and objectives of Council's two-year Strategic Plan.

FISCAL IMPACTS:

During the FY23/24 and FY24/25 budgeting process, Council set aside $50,000 for this effort. While the contract amount is $165,550.00, staff will return to Council during the first quarter report with a recommendation for the remaining funds required for this professional services agreement.

OPTIONS:

City Council has the following options available:

1. Direct staff to conduct an RFP in search of other firms who can perform this service. This is not recommended as a lengthy and expensive request for proposals could result in various

levels of cost but with no assurance of work quality or reliability; or

2. Do not authorize the City Manager to enter into a contract with LEG. This is not recommended as the work conducted by LEG will be beneficial to Council and staff in moving several of Council's strategic objectives forward.

ATTACHMENTS:

Exhibit A - Scope of Services.pdf
Exhibit B - Compensation.pdf

EXHIBIT A -
SCOPE OF SERVICES

EXHIBIT "A"

SCOPE OF SERVICES

- Update the City on current Best Practices used by other municipalities for similar projects
- Facilitate and update coordinated project execution and timeline
- Conduct audit of all pertinent City issues /media coverage in the public arena
- Review City budget materials and planning
- Facilitate design of opinion research by designated subcontractor FM3 Research of up to two public opinion research studies, dual mode (online and by cell/landline phones) in English/Spanish
- Analyze survey results, provide project recommendations
- Draft Public Messaging/Engagement Platform
- Draft text copy for communications collaterals such as FAQs, web content, mailings, utility inserts, digital/online vehicles, and other materials (graphic design, printing, postage, and paid advertising is not included in contract and must be budgeted for separately by City)
- Conduct message training for City staff
- Work with City staff on methods to engage affected constituents, expand community awareness of policy, fiscal/service needs and solicit additional community input on City's proposal/vision
- Provide recommendations to proposed city budget reports, presentations, or documents and project-related staff reports
- Assist with rapid response needs from media or the community as necessary to correct misinformation or clarify confusing information (LEG does not function as a city spokesperson)
- Advise City of viability and feasibility of any potential ballot proposal and confer with City Attorney on measure components

The parties expressly acknowledge and agree that legal services or advice are not within Consultant's scope of services. Consultant's services will be provided exclusively via teleconference or videoconference—no on-site visit or travel will be required by the City.

EXHIBIT B - COMPENSATION

EXHIBIT "B"

COMPENSATION

Total Not To Exceed (NTE) Contract Amount is One Hundred and Sixty-five Thousand, Five Hundred and fifty Dollars and No Cents ($165,550.00).

For Professional Consulting Services: Not to Exceed (NTE) Ninety-seven Thousand, Five Hundred Dollars ($97,500.00) due and payable in fifteen (15) payments of Six Thousand, Five Hundred Dollars ($6,500) per payment on the last business day of each month commencing September 30th, 2023 and ending on November 30th, 2024, unless the term of agreement ends sooner.

For Public Opinion Research Services to be conducted by designated subcontractor FM3 Research: NTE Sixty-eight Thousand and fifty Dollars ($68,050.00) upon invoice by consultant for two opinion research studies, as follows:

- Updated Fall 2023 Baseline Survey: for a dual mode (online and by cell/landline phones) of approximately 18 minutes of up to 300 respondents, in English/Spanish

- Tracking Survey: for a dual mode (online and by cell/landline phones) of approximately 12 minutes of up to 300 respondents, in English/Spanish

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: September 6, 2023

Agenda Item: 10.F

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) Bureau Veritas; (2) Encompass Consultant Group (ECG), Inc.; (3) LSY Enterprise, Inc; and (4) Willdan Engineering.
2. Authorize the City Manager or his designee to issue professional consulting services task orders in an amount not to exceed the adopted fiscal year budget or in the annual aggregate of $250,000 per consultant, whichever is less.

BACKGROUND:

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

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

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

ANALYSIS:

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

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

Attachment	Firms	Service Disciplines
1	Bureau Veritas	Civil Engineering, Mechanical Engineering, Electrical Engineering
2	Encompass Consultant Group (ECG), Inc.	Civil Engineering, Survey
3	LSY Enterprise, Inc.	Traffic Engineering
4	Willdan Engineering	Civil Engineering, Project and Construction Management, Traffic Engineering, Landscape Architecture

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

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

Individual task orders with the City Manager's 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 Bureau Veritas North America Inc. On-Call Professional Services Agreement 2023.pdf
Attachment 2 Encompass Consulting Group Inc. On-Call Professional Services Agreement 2023.pdf
Attachment 3 LSY Enterprise Inc On-Call Professional Services Agreement 2023.pdf
Attachment 4 Willdan Engineering On-Call Professional Services Agreement 2023.pdf

Attachment 1

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND BUREAU VERITAS NORTH AMERICA, INC.

PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND BUREAU VERITAS NORTH AMERICA, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of September, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Bureau Veritas North America, Inc., a California Corporation, with its principal place of business at 250 N. Westlake Blvd., Suite 150, Westlake Village, CA 91362 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing civil, electrical, and mechanical engineering 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 civil, electrical, and mechanical engineering consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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

its sole discretion, to renew this Agreement automatically for no more than one (1) additional one-year term. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "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: Craig Baptista, Vice President – Facilities Division, West Region.

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 Craig Baptista, Vice President – Facilities Division, West Region, 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: Bureau Veritas North America, Inc.
250 N. Westlake Blvd., Suite 150
Westlake Village, CA 91362
ATTN: Craig Baptista

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

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

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

[SIGNATURES ON NEXT PAGE]

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

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

BUREAU VERITAS NORTH AMERICA, INC.

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

By: Craig Baptista

Its: Vice President

Printed Name: Craig Baptista

By: _____

Its: _____

Printed Name: _____

PROFESSIONAL SERVICES AGREEMENT
ON-CALL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND BUREAU VERITAS NORTH AMERICA, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of September, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Bureau Veritas North America, Inc., a California Corporation, with its principal place of business at 250 N. Westlake Blvd., Suite 150, Westlake Village, CA 91362 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing civil, electrical, and mechanical engineering 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 civil, electrical, and mechanical engineering consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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

its sole discretion, to renew this Agreement automatically for no more than one (1) additional one-year term. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "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: Craig Baptista, Vice President – Facilities Division, West Region.

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 Craig Baptista, Vice President – Facilities Division, West Region, 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: Bureau Veritas North America, Inc.
250 N. Westlake Blvd., Suite 150
Westlake Village, CA 91362
ATTN: Craig Baptista

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

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

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

[SIGNATURES ON NEXT PAGE]

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

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

BUREAU VERITAS NORTH AMERICA, INC.

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

By: Craig Baptista

Its: Vice President

Printed Name: Craig Baptista

By: _____

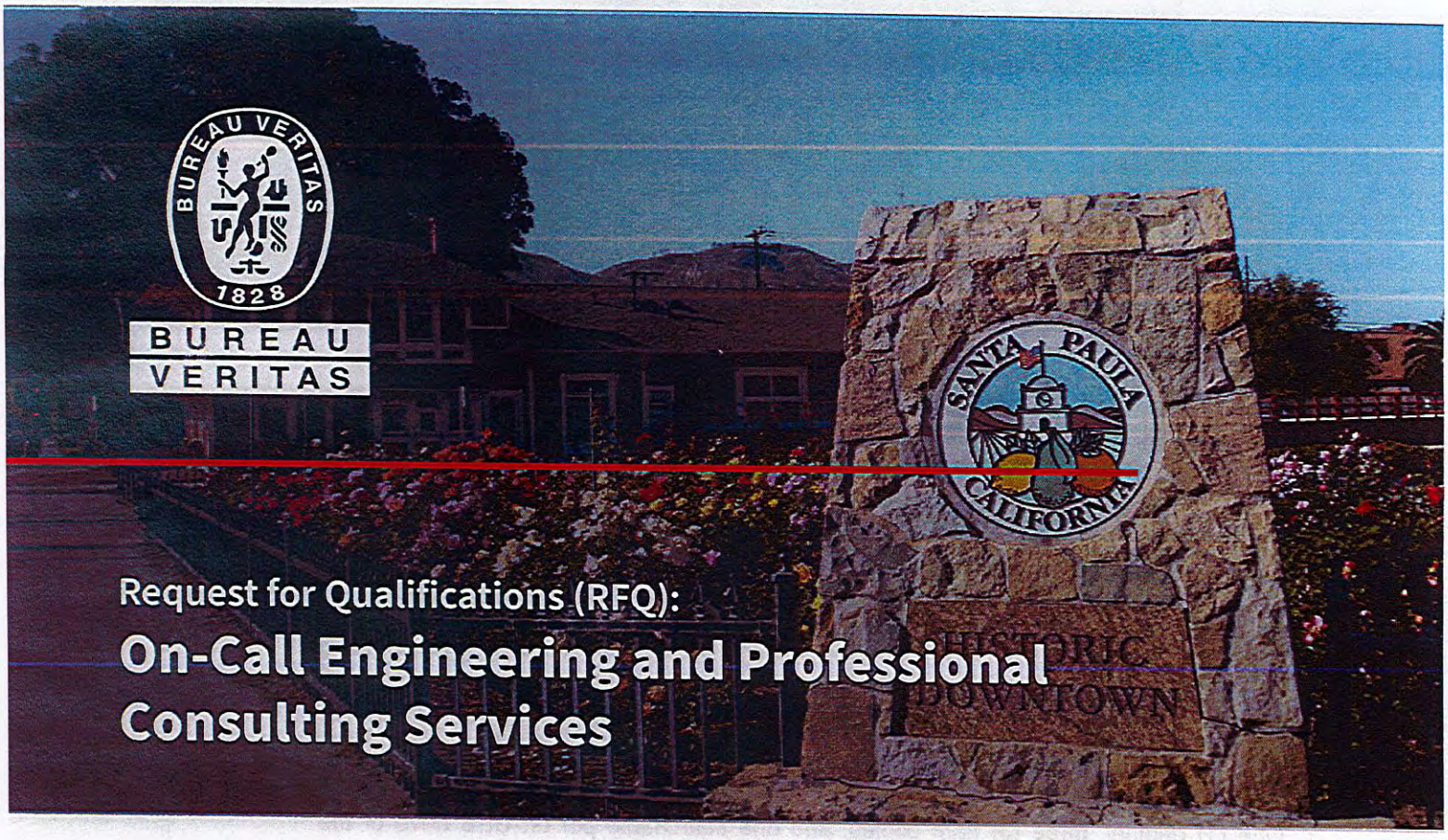
Its: _____

Printed Name: _____

EXHIBIT "A"

SCOPE OF SERVICES

[Attached behind]



Request for Qualifications (RFQ):
On-Call Engineering and Professional Consulting Services

CITY OF SANTA PAULA CONTACT
Tatiana Arnaout, City Clerk
970 E. Ventura Street
Santa Paula, CA 93060
P: 805.525.4478
E: engineer@spcity.org

May 17, 2023

CONTACT REGARDING THIS STATEMENT OF QUALIFICATIONS
Craig Baptista, Vice President – Facilities Division, West Region
Bureau Veritas North America, Inc.
250 N. Westlake Blvd., Suite 150, Westlake Village, CA 91362
P: 916.514.4516
E: craig.baptista@bureauveritas.com

ORIGINAL

Proposal No. 5810478

CITY OF SANTA PAULA

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)
FOR
ON-CALL ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

PROPOSALS ARE DUE: Not later than 3:00 P.M. Wednesday, May 17, 2023, at the City Clerk's office at 970 E. Ventura Street, Santa Paula, CA 93060.

The City of Santa Paula (City) is inviting engineering and professional firms to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Engineering and Professional Consulting Services ("Services"), which shall be provided under the general direction of the Public Works Director or their designee.

One (1) original, three (3) hard copies, and one searchable pdf on USB drive of the proposal shall be submitted to the following address:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

The response shall include a copy of this form and be signed by the company's authorized representative.

I have read, understood, and agree to the terms and conditions on all pages of the RFQ. The undersigned agrees to furnish the services stipulated in this RFQ.

Bureau Veritas North America, Inc.	250 N. Westlake Blvd., Suite 150, Westlake Village, CA 91362
Company	Address
Craig Baptista	Craig Baptista
Name (Print)	Signature
P: 916.514.4516	Vice President – Facilities Division, West Region
Company Phone No.	Title

"NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID" [Public Contract Code § 7106]

State of California)
) §
County of Sacramento)

The undersigned declares:

I am the Vice President of Bureau Veritas North America, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 10, 2023 [date], at Sacramento [city], California [state]."

Dated: 5/10/2023 Bidder: Craig Baptista

By: _____
(Signature)

Title: Vice President of West, Plan Check & Inspection

STATE OF CALIFORNIA)
) §
COUNTY OF Sacramento)

On May 10th 2023, 2023 before me, Chandler Hotchkin, a notary public, personally appeared Craig Baptista, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CHANDLER HOTCHKIN
Notary Public - California
Sacramento County
Commission # 2430671
My Comm. Expires Dec 13, 2026

BUREAU VERITAS 250 N. Westlake Blvd., Suite 150 | Westlake Village, CA 91362
P: 805.230.2888 | www.bvna.com

1. Letter of Transmittal

May 17, 2023

Tatiana Arnaout, City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

Re: On-Call Engineering and Professional Consulting Services ***(Categories: 1. Civil Engineering, 4. Electrical Consulting and Engineering, 6. Mechanical Engineering)***

Bureau Veritas North America, Inc. (BV) is pleased to submit our qualifications to the City of Santa Paula (City) to be considered for On-Call Engineering and Professional Consulting Services. Our statement of qualifications will highlight our experience providing analogous service offerings for other cities, counties, and public agencies. We have provided similar comprehensive services to more than 100 clients for more than 40 years in California and throughout the western United States.

Due to a strategic acquisition of architectural and engineering firm, Owen Group, now Bureau Veritas Architecture and Engineering (BVA&E), Bureau Veritas is able to provide even more services to our current and future clients. We can now increase the level of support, diversify our service offerings, and enable our teams to work together.

We are keenly aware of the desire for high-quality customer service, timely service delivery, reliability, responsiveness, and cost-effective solutions. Our commitment in providing accurate and appropriate solutions to our clients and our ability to efficiently meet the needs of the agencies we serve makes BV an ideal partner for the City. Our professionals have extensive experience in providing services related to On-Call Engineering and Professional Consulting Services for projects of all sizes and complexities.

Our firm offers optimal solutions to deliver quality services:

- Single-source multidisciplinary firm with more than 40 years of engineering experience
- Deep bench of resources and expertise provided by licensed and certified professionals
- Strategic thinkers and problem-solvers with extensive experience managing numerous on-call City Contracts
- Proven web-enabled best practices and quality control processes
- Proven experience providing services throughout Southern California

As a single-source consulting engineering firm, BV presents demonstrated success in effectively managing engineering and consulting services on multiple site, building, and infrastructure for new construction and renovations as well as managing large multidisciplinary project teams.

A unique feature of Bureau Veritas is the company, as a whole, is subject to the high standards of the ISO 9001:2015 Quality Management System. This system is applied to the firm's entire operation and periodic audits certify the company continues to be in full compliance. This assures BV's clients that wherever services are provided, they will be accurately prepared, and the deliverables will be received in a timely manner.

Our team looks forward to a successful, professional relationship with the City of Santa Paula by providing unparalleled service, promoting transparency in our work, improving efficiencies, and exceeding your expectations. We greatly appreciate the opportunity to submit our firm and team capabilities. Craig Baptista, Vice President – Facilities Division, West Region will be the main contact and is authorized to bind the company to the contract.

We are confident this proposal will effectively communicate the firm's depth of professional talents, technical resources, successful project history, and responsiveness to clearly demonstrate how BV's technical skills and experience align strategically to meet the City of Santa Paula's needs. Thank you for your time and consideration of this proposal.

Sincerely,

Craig Baptista

Craig Baptista, Vice President – Facilities Division, West Region
Bureau Veritas North America, Inc.
250 N. Westlake Blvd., Suite 150, Westlake Village, CA 91362
P: 916.514.4516 | E: craig.baptista@bureauveritas.com

2. Firm Information & Qualifications

FIRM PROFILE AND BACKGROUND

Bureau Veritas is a multinational corporation with a history including over 195 years of providing worldwide regulatory compliance service to industry and governmental agencies.

Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations with over 80,000 employees, Bureau Veritas has unparalleled resources to manage projects requiring a broad range of expertise across vast geographies. With operations in 140 countries and all continents, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. Bureau Veritas' local presence allows it to provide timely delivery and exceptional customer service in the most cost-effective manner and it is the top independent environmental consulting firm in the United States.

Within the United States, Bureau Veritas North America, Inc., incorporated in the state of Delaware, is recognized as being the largest code compliance firm in the nation with over 4,000 employees working out of 200+ offices. Many of the firm's staff have been public agency employees or augmented public agency personnel who know and understand government processes. Consequently, BV is ready to step in immediately at whatever level the City requires and bring one integrated source to meet its needs.

Professional Engineering Expertise

In 2019, Bureau Veritas acquired Owen Group, now the Bureau Veritas Architectural Engineering Division (BVAE), an ENR ranked Top 500 Engineering Firm, Top 100 Green Design Firm, and Top 100 Construction Management Firm. This partnership has allowed BV to expand the benefits provided to its current and future clients by increasing the level of support provided, diversifying service offerings, and enabling its teams to work together to cross-train, tap into subject matter experts, and successfully support innovative and complex projects throughout California. The personnel, experience, and expertise of this group coupled with BV's access to voluminous resources and well established brand will facilitate delivery of unparalleled on-call civil and MEP engineering services to the City of Santa Paula.

BV has assembled a project team of recognized industry experts with the requisite experience and qualifications necessary to cover all areas of technical scope as outlined in the RFP. This BV project team is especially qualified to perform all services related to any conceivable City projects assigned to our team.

Our integrated expertise with all facets of design and construction allows us to provide effective management and thorough risk analysis from the start to optimize the entire process. We understand the parameters for making a project successful based upon meeting the City of Santa Paula's needs, goals, and agency objectives.

A key to our success is that our professionals bring the latest in theoretical developments to the point of technical studies and evaluations, as well as to the design application. We approach each project and program without any preconceived ideas, understanding that each client, project, and program is unique.

What Sets BV Apart

BV is ideally suited to deliver On-Call Engineering and Professional Consulting services for this contract because the firm is solution oriented and exhibits the following qualities:

Unparalleled Engineering Expertise

- Consulting to 150+ agencies in the state of California
- Proven turnkey engineering and building safety track record to more than 500 agencies nationally
- Project management expertise

Depth of Resources and Proximity to Meet Peak Workloads

- 7 locations in California dedicated to engineering services
- Registered engineers and architects with extensive design expertise and experience
- USGBC LEED review certifying body

Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules

- Comprehensive and formalized procedures
- Award-winning web-based project tracking and controls
- A commitment to early and ongoing communication

The Right People Doing the Right Job

BV has extensive resources and a large pool of licensed engineers who are equipped to handle all of the City's needs. BV has successfully directed and supported the oversight and management of projects involving transportation infrastructure and facility design/build improvements, renovation, and expansion.

BV and its proposed, locally-based staff have a long-established history working for nearby municipalities agencies delivering On-Call Engineering And Professional Consulting Services. Consequently, BV can leverage a breadth of professional expertise to meet the needs of the City associated with this contract while offering highly qualified personnel who are in close proximity to quickly respond to the City's needs.

2. Firm Information & Qualifications

Internal Organizational Structure

BV proposes a highly qualified, multi-faceted core team of engineers dedicated to project execution of the highest quality for the City of Santa Paula. The firm's partnership with the City will be managed out of its office in Westlake Village, CA and augmented by staff located throughout the state as needed. Taking pride in our deep pool of highly qualified design experts, this will facilitate quick and efficient responses to all service needs.

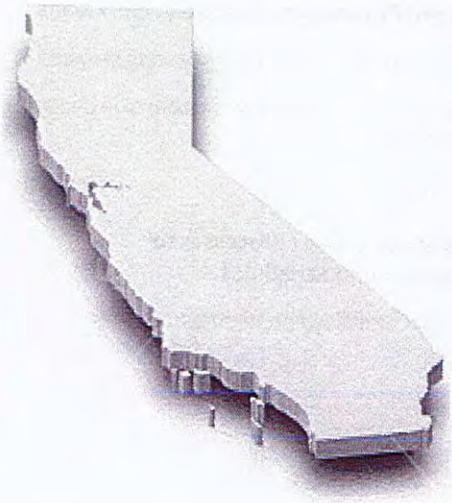
BV's offices are strategically located to minimize travel time. The firm's goal is to ensure the on-call engineering contracts will be efficiently managed in the most cost-effective manner possible. BV has assigned key personnel which are readily available to work on this important contract.

Staffing Plan and Availability

BV recognizes the importance of conducting the project within a schedule and budget, as well as ensuring a high quality product and meeting, or exceeding, the expectations of the City of Santa Paula. The assigned project team is committed to successful completion of the projects within the schedule constraints established by the City. The firm's current workload will not interfere with the completion of this project. The staff which have been assigned are available to begin the work as soon as possible. BV has a 99% success rate of meeting projects on time and within budget. Our successful work will be outlined within the proposal including reliable client references who are able to further articulate our firm's role for each project.

Currently, BV is at 70% capacity. The addition of this project will in no way impact the firm's current scheduling and BV doesn't not anticipate any scheduling problems. Additional staff members may also be made available which are not included in the organizational chart, such a technical experts, design support, BIM coordinators, reviewers, and administrative staff.

BV will not have any subconsultants assigned to this contract.



SACRAMENTO (HQ Office)
180 Promenade Circle
Suite 150
SACRAMENTO 95834
Tel: 916.725.4200

SAN DIEGO
9988 Hibert Street
Suite 100
SAN DIEGO 92131
Tel: 858.863.2000

IRVINE
220 Technology Drive
IRVINE 92618
Tel: 949.860.4800

SANTA ROSA
111 Santa Rosa Ave,
Suite 406
SANTA ROSA 95404
Tel: 707.206.1265

ATASCADERO
5905 Capistrano Ave
Suite F
ATASCADERO 93422
Tel: 805.792.1109

WESTLAKE VILLAGE
250 N. Westlake Blvd
Suite 150
WESTLAKE VILLAGE 91362
Tel: 805.230.2888

PASADENA
600 N. Rosemead Blvd.
Suite 205
PASADENA, CA 91107
Tel: 626.325.9800

BRANCH OFFICE: WESTLAKE VILLAGE
250 N. Westlake Blvd., Suite 150
Westlake Village, CA 91362
805.230.2888

Our technical staff have the capabilities to perform these services remotely, serving geographic regions to minimize expenses while enhancing our regional and technical expertise.

80,000
Employees Worldwide

1,500
Offices and Laboratories in 140 Countries

4,000
Testing, Inspection & Certification Experts

1. CIVIL ENGINEERING

Civil engineering services at BV are an integral part of our planning, infrastructure, and facilities work. In addition to providing street, grading and drainage, and utility design services, our civil group offers specialized expertise in the areas of site development, transportation, water resources, water and wastewater, and construction administration and management. We provide complete civil design ranging from design through construction, providing bid phase assistance, construction administration and management support. We are highly experienced in the entire planning, design, and construction process of civil engineering projects. BV also provides Best Management Practices (BMP), feasibility studies, and opinions of probable construction costs.

Our team can provide the City with civil engineering plan check and review services performed by licensed civil engineers with direct experience with site grading, drainage, National Pollutant Discharge Elimination System (NPDES), Standard Urban Stormwater Management (SUSM) Plan, Low Impact Development (LID), hydraulic, hydrology, and water quality, drainage and flood control designs, storm and sanitary sewer system designs, and hydromodification.

BV works closely with contractors and stakeholders. After the design is completed, BV's civil engineers provide construction administration responsibilities including responding to contractor requests for information (RFI's), shop drawing and submittal review, job site inspections, payment request review and approval, change order request and change order documentation processing, contract or claims review, punch list completion, final project completion certification and any other services typically provided in connection with engineering services.

4. ELECTRICAL CONSULTING AND ENGINEERING

BV's electrical group brings expertise on building systems and infrastructure projects which encompasses fire alarm, data communication, CCTV, intrusion detection, access control, intercom, audio/visual system, lighting and power. To design electrical equipment and electrical infrastructure upgrades, the firm uses state-of- the-art computer programs, as well as the latest versions of industry codes and standards. On top of this optimal design, BV also analyzes various engineering problems such as voltage drops, short circuit currents, relay selection and coordination, grounding systems, and motor starting problems.

BV also has extensive experience in power system design ranging from 120V to 34.5kV. Engineering tasks include relay coordination, short circuit and fault analysis, arc flash analysis duct bank thermal analysis based on Neher McGrath method, low resistance system design using Schwarz's equation based on IEEE standard 80, cable pull tension calculation, and HV vault configuration.

Electrical engineering services include the following:

- Emergency/standby power systems
- Prime power generation systems
- Power distribution systems
- Lighting and lighting controls
- Lightning Protection design
- Fire alarm systems / Sprinkler systems
- Computer networking
- Security systems
- Public address systems
- Life safety systems
- Cable television systems
- Communication systems
- Telephone and data
- Intercom and paging
- Grounding and bonding
- LEED Certification

6. MECHANICAL ENGINEERING

BV's mechanical and plumbing engineering experience includes the design of fluid transport, plumbing, fire protection systems, HVAC (heating, ventilation, and air conditioning), and advanced controls for municipal, educational, commercial, industrial, institutional, and manufacturing facilities. BV specializes in mechanical system engineering design, including HVAC duct design, ductwork sizing, drainage systems, and more.

Additionally, BV uses up-to-date computer software for HVAC calculations, Title 24 energy efficiency certification, duct and piping design, load analysis, hydronic system modeling, master planning, and engineering economics. These programs, as well as the latest versions of industry codes and standards, enable us to study and design optimal, energy-efficient systems that are workable, cost-effective, and safe.

Our hallmark is energy-efficient, sustainable, and workable designs. We can provide assistance toward LEED certification of building design, with many LEED Accredited Professional personnel. We have consistently manifested this philosophy in all our projects, including one that received the first place national ASHRAE Energy Award for Alternative Energy Design, and another that was so unique that it received $2,000,000 in grant funding from SCE and SCAQMD.

BV's full mechanical and plumbing services involve multiple new construction and renovation and expansion projects requiring engineering designs, feasibility condition assessments, field and site observations, energy audits, design of M/P systems and the commissioning of existing building systems and supporting infrastructure, building envelopes, lighting, power distribution, emergency power systems, fire protection, fire alarm and life safety systems, security, signal systems, telecommunications/ teledata, HVAC, central plants, chillers, cooling towers, chilled water distribution systems, thermal energy storage, and energy management systems.

BUREAU VERITAS 250 N. Westlake Blvd., Suite 150 | Westlake Village, CA 91362
P: 805 230 2888 | www.bvna.com

3. Proposed Staffing and Organization

ORGANIZATION CHART

BV has assembled a team of experts who are equipped to continue the delivery of exemplary services to the City of Santa Paula. Each individual brings a wealth of knowledge unmatched by any other company and has been specifically chosen for their experience in performing the required scope of work detailed in the request as well as their extensive list of certifications and licenses. The following pages includes resumes for key personnel **(highlighted in red)** which provide a brief but detailed history of the number of years of experience with BV as well as other firms, education, professional registrations/certifications, and qualified work experience relevant to the services requested.

Our organizational chart depicts lines of communications and areas of work for each of our team members. Key personnel included in this proposal are committed for the duration of the City's need. Any substitutions or changes to the team will be brought to the attention of the City and approved.

Management Team

Craig Baptista, MBA
VP - Facilities, West Division

Richard Henrikson, PE, LEED AP
Project Manager / BVAE Director

Project Team

Mechanical/Plumbing Engineers
Richard Henrikson, PE, LEED AP
Saman Halabian, PE
Joshua Miller, PE

Electrical Engineers
Hussein Boudiab, PE
Henry Phan
Quang Lam, PE

Civil Engineers
Mehdi Keshmiri, MS, PE, QSD/P
Orland Obtera, EIT, LSIT
Benjamin Dela Cruz, PE
Reza Soltani, PE
Christian Chang, PE
Benjamin Kang, EIT
Craig Hamner, PE
Monte Bowers, PE
Jee Choy, PE

BUREAU VERITAS 250 N. Westlake Blvd., Suite 150 | Westlake Village, CA 91362
P: 805 230 2888 | www.bvna.com

3. Proposed Staffing and Organization

Team Member Experience Summary		
Name	Task Responsibilities	Availability
Richard Henrikson, PE, LEED AP Project Manager / BVAE Director	Managing and providing staff and resources under BV's architectural and engineering division.	100%
Hussein Boudiab, PE Lead Electrical Engineer	Provide overall support of electrical engineering and design	100%
Quang Lam, PE Electrical Engineer	Electrical engineering and design	100%
Henry Phan Electrical Engineer	Electrical engineering and design	100%
Josh Miller, PE Mechanical and Plumbing Engineer/Drafting Technician	Mechanical and Plumbing engineering, design, and drafting	100%
Saman Halabian, PE Mechanical Engineer	Mechanical and Plumbing engineering	100%
Mehdi Keshmiri, MS, PE, QSD/P Lead Civil Engineer	Provide overall support of civil engineering and design	100%
Orland Obtera, EIT, LSIT Civil Engineer	Civil engineering and design	100%
Benjamin Dela Cruz, PE Civil Engineer	Civil engineering and design	100%

Technical Expertise

BV's California Registered Civil, Mechanical, Electrical, and Plumbing (MEP) Engineers experts are experienced in City projects varying in complexity and challenges. BV professionals are experienced in their respective areas of technical expertise including civil engineering, mechanical engineering, electrical engineering, and plumbing engineering (MEP), and construction support.

Code Compliance

BV's professionals are well versed with the Department of Transportation (DOT), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), California Building Code (CBC) Title 24 codes, ADA (ADAAG, PROWAG, MUTCD, etc.), LEED and ZNE design specifications, SITES, Office of Statewide Health Planning and Development (OSHPD), Division of the State Architect (DSA), State Fire Marshal (SFM), Seismic Safety Act, FEMA 310, FEMA 356, FEMA 274, ASCE 41-06 and ASCE 31-06, National Fire Protection Agency (NFPA), and other applicable guidelines which govern the work BV performs.

RESUME

Craig Baptista

Vice President, West Region

EDUCATION

M.B.A.

B.S., Business Management

LICENSES/CERTIFICATIONS

Six Sigma Green Belt Certified

OSHA 30

United States Navy: Honorable Discharge

TOTAL YEARS OF EXPERIENCE

33+

Prior to joining Bureau Veritas, Craig served as Director of Operations and is a business professional experienced in leading multiple branch offices in various states. Craig has over 20 years of experience in the construction industry. He is results-oriented and has exceptional experience building and managing successful programs and relationships. He is a skilled communicator capable of articulating complex ideas in a concise and persuasive manner. Craig has proven experience as a facilitator of solutions for client problems and is a strategic thinker with the ability to translate vision into tactics. He is self-motivated, passionate and resourceful. Craig has expertise identifying client needs and is able to execute problems quickly by utilizing his professional business management skills. He is equally effective working independently or collaborating with others.

SELECT PROJECT EXPERIENCE

Craig has managed various projects as Director of Operations and successfully reduced operating expenses by 18% through implementation of a preventative maintenance program and establishment of a baseline repair cost matrix. He provided leadership, mentoring, direction and training for a 35 member Operations team that included Branch Managers, Project Managers, and other staff. He developed annual business plans, market strategies, operations and sales goals which resulted in year over year growth. Craig has worked on various significant projects, including, but not limited to:

- Apple Campus II in Cupertino, CA
- Cal Trans - Bay Bridge Project in Oakland, CA
- Tesla Gigafactory in Sparks, NV
- Souza Construction - Lemoore Naval Air Station Project in Fresno, CA
- Advance Range Solution - Fort Hunter Liggett in Jolon, CA
- Hensel Phelps - Mule Creek Prison in Ione, CA

Vice President, West Region
Bureau Veritas North America, Inc.
2015 - Present

Serves as Vice President for the West Coast code compliance division. Manages over 50 employees throughout California, Arizona, Nevada, Washington, and Utah. Oversees plan review and inspection activities to ensure BV has ample resources to meet turnaround times and provide quick response to inspection requests. Works directly with plan review team to gain efficiencies in turnaround times. Effectively reduced the number of reviews by promoting direct contact with designers and municipalities to remedy code deficiencies during the first and second reviews, allowing our team to approve projects during the second submittal phase.

Richard Henrikson, PE, LEED AP

Project Manager / BVAE Director / Mechanical and Plumbing Lead

EDUCATION

MS, Civil Engineering
BS, Civil Engineering

REGISTRATIONS/ CERTIFICATIONS

LEED Accredited Professional

CA Professional Mechanical Engineer, No. M22095

CA Professional Civil Engineer No. C33092

TOTAL YEARS OF EXPERIENCE

40+

Richard has more than 40 years of engineering experience in the public and private sectors. His expertise on mechanical and plumbing infrastructure and building systems encompasses HVAC, plumbing, fire protection, complex central plants, thermal energy storage, chillers, boilers, cooling towers, heat exchangers, and energy management systems. Richard has performed inspections and facility condition assessments for all building systems relating to mechanical, electrical, plumbing engineering design, as well as for energy efficient and sustainable design. He is an expert in energy and sustainability and retains a depth of knowledge and experience implementing energy management systems, performing energy audits, and recommending sustainable MEP equipment to reduce energy consumption. He brings extensive experience in the survey, analysis, conceptual design and detailed design, review, and code compliance of new facilities and modernization of existing facilities.

SELECT PROJECT EXPERIENCE

Orange County Community Resources Aliso And Wood Canyons Wilderness (Alwo)Park, Visitor Center, Ranger Office, And Restroom Facilities Architectural & Engineering Design

As Prime Consultant and Architectof Record (AOR), BV led the architectural design with full service supporting civil, structural, mechanical, electrical, plumbing engineering, and overall construction management. BV coordinated and managed all other consultants providing such services as landscape architect, utility location, geotechnical, materials testing, inspection, and more.

The three buildings will provide offices for the Park Ranger and Non-Profit Groups, Meeting, and Educational Program space. Building #1 – Visitor Center / Ranger Office with Restroom Facilities, Building #2 – Non- Profit Office / Meeting Room, Building #3 – Education / Training. BV provided preliminary design, 30%-65%-95% construction documents, plan check and final bid documents, and utilities for Building #1. The remainder of buildings have not been built and are still under consideration by the County.

Orange County Sheriff's Department, On-Call Architectural And Engineering Services

OCSD Research & Development Division/Facilities Planning Unit oversees a multi-million-dollar annual construction budget and is responsible for the management of capital projects, tenant improvement projects and major maintenance renovations for all OCSD facilities. Projects include tenant improvements for various facilities, kitchen remodels for jail facilities, design for ballistic store front counter visible areas, parking lot improvements, restroom remodels, ADA upgrades, retrofit shooting range facility, and other buildings and facilities.

City Of Commerce, Hvac And Controls Renovation Of The Brenda Villa Aquatics Center

BV developed the design for a project to provide air conditioning at the Spectator Seating Section of the Brenda Villa Aquatics Center. The project has an estimated construction budget of $1,000,000. The project is comprised of the following three elements: The first element is to replace and upsize the existing 50-ton RTU-1, which serves the atrium, lobby, exercise rooms, offices, and weight room, but not the pool area. The second element is to upsize RTU-1 to 65 tons and extend its service area to provide air conditioning at the Spectator Seating Section of the Brenda Villa Aquatics Center. It will be an energyefficient, automatically economized, variable air volume (VAV), packaged gas furnace heating, electric DX cooling rooftop unit. The Spectator Seating Section will be another thermal zone on the RTU-1 air handling system for which there will be thermostatic control of a new variable air volume (VAV) air terminal unit with a reheat coil. Supply air will be provided from a new duct located above and slightly in front of the spectator seating section. Some return air will be drawn through a return air grille and duct at the rear of the spectator seating section.

RESUME

Mehdi Keshmiri, MS, P.E., QSD/P

Lead Civil Engineer

EDUCATION

M.S., Civil Engineering

B.S., Civil Engineering

REGISTRATIONS/ CERTIFICATIONS

Registered Civil Engineer: CA, #C84833

Qualified SWPPP Developer (QSD) - 09933

Qualified SWPPP Practitioner (QSP)

TOTAL YEARS OF EXPERIENCE

20+

Mehdi is a results-driven civil engineering director with over 20 years of experience in public work projects, educational, residential, commercial, industrial, and land development projects. Throughout his career he has demonstrated a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive engineering programs and activities. Mehdi has proven expertise in stormwater design and manages and completes these type of projects within budget and on schedule, with emphasis on quality control and adherence to codes and standards.

SELECT PROJECT EXPERIENCE

Civil Engineer

City of Pomona ADA Self-Evaluation and Right of Way Transition Plan, Pomona, CA

Provided a comprehensive ADA self-evaluation and right-of-way transition plan for City streets and sidewalks. Performed field investigations within the City right-of-way in order to identify obstacles limiting accessibility, describe methods to improve accessibility and specify a schedule for achieving ADA compliance.

Project Manager

City of Chino On-Call Accessibility Design Drafting and Plan Check Services, Chino, CA

On-call accessibility design, drafting and plan check services for ADA grievance projects and pedestrian accessibility for public works capital improvement projects. The project included scope, design and construction of new improvement and alteration projects in compliance with Federal, State and Local accessibility regulations; including Americans with Disabilities Act, California Building Code and the City of Chino ordinances and policies.

Project Manager

Los Angeles Community College District Stormwater Projects, Los Angeles, CA

Provided civil engineering design services at two LACCD campuses - Southwest College and West Los Angeles College. Projects included installation of an underground infiltration system, installation of drainage improvements, installation and integration of grate inlets, design of a new maintenance and operations vehicle wash down area, and improvement to stormwater drainage.

Civil Engineer

Department of General Services – Department of State Hospitals - Coalinga State Hospital Hydronic Loop Replacement. Coalinga, CA

Civil engineering design for extensive new piping in concrete utilidors throughout the campus. The working drawings show the designed pipe support and anchor locations, expansion joint locations, and details of applicable components required pertaining to acceptable products. Our engineering team developed technical specifications supporting all recommended products and installation requirements, in accordance with all OSHPD 1 regulatory requirements.

Lead Civil Engineer

Electrify America Vehicle Charging Stations Site Design, Reston, VA

Coordinated with others to provide site validation services and is now providing utility coordination services. Will also help determine and coordinate the sites that need complex right of way work and have cross bore scope involved. Over 80 sites are anticipated throughout California.

RESUME

Orland Obtera, EIT, LSIT
Civil Project Manager

EDUCATION

B.S., Civil Engineering

LICENSES/CERTIFICATIONS

CA Engineer-in-Training, 113805

CA Land Surveyor-in-Training, 6100

OSHA 30 Hour Certificate

TOTAL YEARS OF EXPERIENCE

26+

Orland is an accomplished project manager with more than 26 years of success across the management of civil engineering, architectural, logistics, transportation, educational and aviation industries, within various public agencies. He has extensive experience in leading projects as part of the program management team. He is thoughtful and creative in his approach to solving clients' challenges and works to break free from stagnation and reignite growth, leading to successful implementation. He believes in finding solutions to project challenges, providing added value to the project team. His approach is to work as an extension of the clients' staff. He wants people and projects to succeed, understanding their success is his success. He is currently serving as civil project manager with the design build team for the Los Angeles Metro Center Street Project.

SELECT PROJECT EXPERIENCE

City of Chino On-Call Accessibility Design Drafting and Plan Check Services, Chino, CA
On-call accessibility design, drafting and plan check services for ADA grievance projects and pedestrian accessibility for public works capital improvement projects. The project included scope, design and construction of new improvement and alteration projects in compliance with Federal, State and Local accessibility regulations; including Americans with Disabilities Act, California Building Code and the City of Chino ordinances and policies.

Civil Project Manager
Los Angeles County Metropolitan Transportation Authority (Metro) Center Street Project Design Build

Currently providing civil engineering for the single-story, 26,000 sq. ft, $100M essential facility with three floors of enclosed space built over at least 91 at-grade parking spaces that will house Metro's new Emergency Operations Center (EOC) and Security Operations Center (SOC) while accommodating a 50-year expansion within the allocated project budget. Civil engineering services include storm drain design, sewer design, water system design and street improvements.

Project Manager/Scheduler
San Diego Unified School District (SDUSD) Grant K8 Field and Room Alterations Mann Middle School Planning and Site Modernization Phase I, TRACE Relocatables, Grant K8 Security Fencing

Prepared weekly updates using Microsoft Projects of project schedule for reports to management and sponsors.

The following projects were completed prior to joining the BV team:

- OCTA/SR 57 Expansion Project
- South Mission Valley Trunk Sewer
- Imperial Beach Yard Improvement
- Wawona Tunnel Utility Improvement
- Mohler Loop Electrical Improvements
- Summit Sewer Study
- Rainbow Water District Sewer Study
- Concrete Pads, China Lake

BUREAU VERITAS

RESUME

Benjamin De La Cruz, PE
Civil Engineer

EDUCATION
B.S., Civil Engineering

LICENSES/CERTIFICATIONS
Registered Professional Engineer: CA, #58892

TOTAL YEARS OF EXPERIENCE
28+

Benjamin has over 28 years of experience in civil engineering design and project management. Hi project management experience includes overseeing building construction, quality control, inspection, and overall project cost estimates. Civil engineering design experience includes grading plans for sewers, water and storm drains, erosion control plans, site dimension control (horizontal and vertical control measurements) and standard urban stormwater mitigation plan and low impact development.

SELECT PROJECT EXPERIENCE

City of Chino On-Call Accessibility Design Drafting and Plan Check Services, Chino, CA
On-call accessibility design, drafting and plan check services for ADA grievance projects and pedestrian accessibility for public works capital improvement projects. The project included scope, design and construction of new improvement and alteration projects in compliance with Federal, State and Local accessibility regulations; including Americans with Disabilities Act, California Building Code and the City of Chino ordinances and policies.

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Waterlines from Grand Ave to Lincoln Ave
Public Works
Corona, CA

Limonite Pearl Community
Jurupa, CA

Arantine Hills Sewer Force Main
Public Works
Corona, CA

100 plus Homes Tract 36533
Corona, CA

Water System Improvements
Public Works
Corona, CA

Saint Joseph Dormitory
Camarillo
Los Angeles, CA

Hussein H. Boudiab

Lead Electrical Engineer

EDUCATION

M.S. Electrical Engineer

B.S. Electrical Engineer

LICENSES/CERTIFICATIONS

Licensed Electrical Engineer:
CA #E13351, OR #51196PE

TOTAL YEARS OF EXPERIENCE

30+

Mr. Hussein Boudiab, P.E. has been in electrical engineering management, design, and construction support for more than 30 years. His work has covered a broad range of projects such as airports, healthcare facilities, K-12, institutional, commercial, mixed-use and military. He has designed and supervised numerous projects in power distribution, lighting, fire alarm, and security systems. He is experienced in large infrastructure medium voltage design, energy calculations, and short circuit analysis and coordination studies.

SELECT PROJECT EXPERIENCE:

City Of Los Angeles North Valley City, Hall Renovation Project

The North Valley (Sunland Tujunga) City Hall Renovation was a complete interior renovation of approximately 7,000 square feet of the one-story existing office building facility. The area renovated was the Council District Office space with one new Neutral Gender Restroom, the Auditorium, Main Hallways, Restrooms, enclosing the existing carport, building signage, and the replacement of all exterior windows.

BV provided electrical engineering services. All drawings on this project were done in 24-inch by 36-inch size unless otherwise requested. Drawings were prepared in AutoCAD and applicable specifications were placed on the drawings.

Orange County Community Resources Aliso And Wood Canyons Wilderness (Alwo)Park, Visitor Center, Ranger Office, And Restroom Facilities Architectural & Engineering Design

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OCSD facilities. Projects include tenant improvements for various facilities, kitchen remodels for jail facilities, design for ballistic store front counter visible areas, parking lot improvements, restroom remodels, ADA upgrades, retrofit shooting range facility, and other buildings and facilities.

RESUME

Henry Phan

Senior Electical Project Manager

Henry Phan is a Senior Electrical Project Manager with over 26 years of experience within the electrical field. Over the course of his career, Henry has earned various certifications and has implemented everything he has learned into the projects he's worked on. Henry is a well-rounded project manager who is able to effectively and efficiently delegate to a team for the success of any project.

EDUCATION

B.S., Applied Electrical Engineering in Computer Science

A.A. Applied Technology

LICENSES/CERTIFICATIONS

LEED, IES classes & Title-24 Lighting Controls Design Course

TOTAL YEARS OF EXPERIENCE

26+

SELECT PROJECT EXPERIENCE:

Senior Electrical Project Manager
CoolSys Energy Design, Fullerton
2022
Related Electrical Design Engineering firm: Grocery Outlet, Food Distribution building, Food Production Equipment, Warehouse Food Storage, Restaurant, Food Store and Fire Alarm System Detail Designs.

Senior Electrical Project Manager
Goss Engineering, Inc., Corona
2016 – 2020
Related Electrical Design Engineering firm: Renovation/Modernization of K-12 school building, Modular Building, University, Healthcare w/OSHPSD-3 Designs, Commercial, TI, Core & Shell Building, Power Distribution Upgrades, Standby & Emergency Generator Upgrades, Emergency Lighting Inverter/UPS Power System Upgrades, EVC Station Designs, Lighting & Controls System Upgrades, HVAC Power Upgrades, Fire Alarm Detail Designs and Security System Designs.

Senior Electrical Project Engineer
The Austin Company, Irvine
2010 – 2015
Related Electrical Design Engineering firm: VA Loma Linda Hospital, Federal Prisons, Defend Projects: Northrop Grumman, US Air Force Base, The March Air Reserve Command, New Manufacturing and Commercial Buildings for Northrop Grumman in states of Florida and California.

Senior Electrical Design Engineer
P2S Engineering, Long Beach
2006 – 2009
Related Electrical Design Engineering firm: School, University, Modular classroom, Residential & Tenant Improvement, including complete Fire Alarm detail design for all school and commercial buildings with latest NFPA requirements.

RESUME

Quang Lam, PE

Electrical Engineer

EDUCATION

BS Mechanical Engineering

REGISTRATIONS/ CERTIFICATIONS

CA Licensed Electrical Engineer, E13351

TOTAL YEARS OF EXPERIENCE

23+

Quang has over 23 years of experience designing power, lighting, and fire alarm systems for new construction and renovation projects. He performs field surveys, documents existing conditions, and provides construction support. He brings an in depth knowledge of electrical systems and has completed numerous needs assessments, and systems upgrades for universities, community colleges and K-12 clients.

SELECT PROJECT EXPERIENCE

Caltrans, Idlewild Maintenance Station, Idlewild, CA

BV provided architectural, structural, mechanical, and electrical engineering design services for the Idlewild Maintenance Station located in Idlewild, CA. This includes design of a new maintenance station that meets the requirements of the project report and meets expectations for user needs and sustainability as well as code research and design compliance and plan development.

BUREAU VERITAS

RESUME

Josh Miller, PE

Mechanical and Plumbing Engineer/Drafting Technician

EDUCATION

MS, Mechanical Engineering

REGISTRATIONS/ CERTIFICATIONS

CA Mechanical Engineer, M38772

American Society of Heating, Refrigerating and Air-Conditioning Engineers

TOTAL YEARS OF EXPERIENCE

6+

Josh has over 6 years of experience as a mechanical engineer. He specializes in mechanical design principles, CAD software, and Microsoft Excel. He provides site surveys and investigations, load/energy modeling, HVAC system design and system selection, drafting, and value engineering. He studied robotics, control systems, system dynamics, thermodynamics, heat transfer, materials science, machining, economics and technical writing.

SELECT PROJECT EXPERIENCE

Orange County Community Resources Aliso And Wood Canyons Wilderness (Alwo)Park, Visitor Center, Ranger Office, And Restroom Facilities Architectural & Engineering Design

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City Of Commerce, Hvac And Controls Renovation Of The Brenda Villa Aquatics Center

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RESUME

Saman Halabian, PE

Mechanical Engineer

EDUCATION

MS, Mechanical Engineering

BS, Mechanical Engineering

REGISTRATIONS/ CERTIFICATIONS

CA Mechanical Engineer, M37831

TOTAL YEARS OF EXPERIENCE

10+

With over 10 years of experience, Saman provides quality engineering skills in the field of HVAC and plumbing engineering. His array of experiences include small and large systems for projects of different magnitudes including tenant improvements, high rise hotels, and LEED certified buildings. He is also a member of American Society of Heating, Refrigerating and Air-Conditioning Engineers.

SELECT PROJECT EXPERIENCE

City of Commerce Brenda Villa Aquatics Center Spectator Section HVAC Replacement, Commerce, CA
Mechanical Engineer
50,000 SF pool area and a study was commissioning in 2006 with recommendations. Services being provided included the replacement of an aging roof top unit (50 ton), increase size and extend ductwork for spot cooling, provide variable refrigerant system units for spot cooling, code compliance (California Energy Commission (CEC) Title 24), heating/cooling calculations, equipment selection, review of as-built drawings, and all phase of design through final construction drawings.

Department of General Services - DSH - Coalinga: Hydronic Loop Replacement. Department of State Hospitals. Coalinga State Hospital, Coalinga, CA
Mechanical Engineer
Providing MEP, structural and civil engineering (preliminary plans, working drawings, contract documents, and construction administration) in accordance to OSHPD. The campus is 1.2 million gross square foot, secure treatment facility consisting of 1,500 beds and 34 buildings on 320 acres.

DGS Patton State Hospital
Mechanical Engineer
Provided design and construction administration services for this $30M dollar project, which includes the construction of a new main kitchen and partial upgrade of seven existing satellite kitchens. It also involves the utilities infrastructure supporting these facilities. The new kitchen buildings are approximately 36,144 gross square feet, single-story.

Visalia Emergency Communications Center Visalia, CA
Mechanical Engineer
Provided design services and construction support for new construction of a 2-story communications office building. Mechanical engineer responsibilities included calculations for room by room heat gain and loss as well as required
air flow for each room, design and CAD drawings for (2) DX air and supporting ventilation equipment, and coordination with electrical, plumbing, structural, and architectural disciplines.

4. Relevant Experience & References

1. Civil Engineering

CITY OF CHINO
ON-CALL ACCESSIBILITY DESIGN DRAFTING AND PLAN CHECK SERVICES
Contact Name: Maria Fraser, PE, QSD/QSP CIP Engineering Manager Capital Improvement Program
Address: 13220 Central Avenue, Chino, CA 91710
Telephone: 909.334.3310
Email: mfraser@cityofchino.org
Dates of Services: 2019 - Ongoing

BV is currently providing on-call accessibility design, drafting and plan check services for ADA grievance projects and pedestrian accessibility for public works capital improvement projects. The project includes scope, design and construction of new improvement and alteration projects in compliance with Federal, State and Local accessibility regulations; including Americans with Disabilities Act, California Building Code and the City of Chino ordinances and policies. Notable civil engineering projects include:

- 16th Street at Tronkeel Topographic
- Plan Check Alley Sewer
- Chino Avenue/Tangerine Topographic
- Chino Avenue/Ramona Avenue Civil Engineering Design
- Ramona Avenue/Walnut Street Curb Ramp Design
- Plan Check at Ramona Avenue/Schaefer
- Plan Check at Riverside Drive
- Ramona Avenue/Walnut Street Traffic Plan
- Alley Improvements

CITY OF LOS ANGELES GENERAL SERVICES DIVISION
MT. LEE UNDERGROUND BUNKER WATERPROOFING AND PARKING LOT IMPROVEMENTS - LOS ANGELES, CA
Contact Name: Richard Telles, Project Manager
Address: 320 4th St #330, Los Angeles, CA 90013
Telephone: 213.473.7961
Email: richard.telles@lacity.org
Dates of services: 2018 - Ongoing

BV provided Civil Engineering Design Services to the City for the maintenance of the waterproofing surrounding an underground bunker on Mt. Lee near the Hollywood sign. The bunker serves as a critical communication center for the City of Los Angeles. The bunker leaked water during the past couple wet seasons and site reconnaissance determined the bunker's waterproofing envelope reached its service life and required replacement. BV led the civil engineering design to remove and replace the parking lot above the bunker and associated drainage. Some of the challenges faced to the design team were a short timeline to design and permit the recommended improvements, limited information on underground utilities, and potential additional permitting requirements. BV recommended a surface drainage design that was able to minimize site impacts, decrease review time, and limit conflicts with underground utilities. In addition, the project required close coordination with the City of LA Department of Building and Safety (LADBS). BV successfully navigated the plan check process and was successful in obtaining the building and grading permits.

Other aspects of the project included managing the architectural engineering subcontractor that designed the waterproofing envelope which consisted of a Coreflex Thermoplastic waterproofing membrane.

ORANGE COUNTY PUBLIC WORKS (OCPW)
CIVIL ENGINEERING AND PLAN CHECK/MAP CHECK REVIEW SERVICES
Contact Name: Scott Dessort, Section Manager
Address: 601 N Ross St, Santa Ana, CA 92701
Telephone: 714.667.4924
Email: scott.dessort@ocpw.ocgov.com
Dates of services: 2013 - Ongoing

Fire Department Memorial Monument Relocation to Irvine Park
BV provided civil engineering services for relocation of existing Fire Department Memorial Monument located at County of Orange Hall of Administration to Irvine Regional Park. The existing monument was detached from its concrete base and moved to a new location on a newly designed and constructed concrete base.

At the Irvine Regional Park location, the relocated monument has a triangular slab on grade around its base, similar to the old location. The BV project team designed a new path of travel, lighting system and a stable base foundation and pedestal. Relocation of the monument was successful and completed in time for the annual memorial ceremony held at the park.

Ranch Mission Viejo (The Ranch) Development Plan Check
BV provides plan check and map check review of various projects and backbone infrastructure associated with Planning Area 1 of the Ranch Plan. The 23,000-acre development is composed of 6,000 buildable acres. Bureau Veritas staff review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval. In the first year, our team reviewed and commented on 25 plans and reports with increasing volume as the project began to break ground.

This work was performed under the Owen Group, LP name.

4. Electrical Consulting and Engineering

CITY OF LOS ANGELES NORTH VALLEY CITY HALL RENOVATION PROJECT

Contact Name: Jose Gaxiola, Construction and Maintenance Supervisor, Construction Forces Division
Address: 200 N Spring St, Los Angeles, CA 90012
Email: jose.gaxiola@lacity.org
Telephone: 213.473.8568
Dates of services: 2020

The North Valley (Sunland Tujunga) City Hall Renovation was a complete interior renovation of approximately 7,000 square feet of the one-story existing office building facility. The area renovated was the Council District Office space with one new Neutral Gender Restroom, the Auditorium, Main Hallways, Restrooms, enclosing the existing carport, building signage, and the replacement of all exterior windows.

BV provided electrical engineering services. All drawings on this project were done in 24-inch by 36-inch size unless otherwise requested. Drawings were prepared in AutoCAD and applicable specifications were placed on the drawings.

ORANGE COUNTY COMMUNITY RESOURCES ALISO AND WOOD CANYONS WILDERNESS (ALWO)PARK, VISITOR CENTER, RANGER OFFICE, AND RESTROOM FACILITIES ARCHITECTURAL & ENGINEERING DESIGN

Contact Name: Rick DeJong Senior Project Manager
Address: 200 N Spring St, Los Angeles, CA 90012
Email: richard.dejong@ocpw.ocgov.com
Telephone: 714.667.4966 | Cell: 714.824.7153
Dates of services: 2019

As Prime Consultant and Architect of Record (AOR), BV led the architectural design with full service supporting civil, structural, mechanical, electrical, plumbing engineering, and overall construction management. BV coordinated and managed all other consultants providing such services as landscape architect, utility location, geotechnical, materials testing, inspection, and more.

The three buildings will provide offices for the Park Ranger and Non-Profit Groups, Meeting, and Educational Program space. Building #1 – Visitor Center / Ranger Office with Restroom Facilities, Building #2 – Non- Profit Office / Meeting Room, Building #3 – Education / Training. BV provided preliminary design, 30%-65%-95% construction documents, plan check and final bid documents, and utilities for Building #1. The remainder of buildings have not been built and are still under consideration by the County.

As the Prime Consultant leading architectural design and civil, structural, mechanical, electrical, plumbing engineering, and overall construction management, BV coordinated and managed all other consultants providing such services as landscape architect civil engineering and utility location, geotechnical, materials testing, inspection, and more. OC Parks proposed that the buildings be of modular construction to minimize construction impact and duration. OC Parks had researched the general availability of suitable modular construction buildings from a number of Manufacturers. The Master Plan was based upon building types in standard manufacture by Projectfrog at the time of the plan development. Projectfrog had subsequently discontinued production of this modular type. Other researched manufacturer's standard commercial (vs. residential) products do not have all features desired for the ALWO buildings.

ORANGE COUNTY SHERIFF'S DEPARTMENT, ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES

Contact Name: Flavio Demoraes, Project Manager III

Address: 11 Journey. Aliso Viejo, CA 92656
Email: fdemoraes@ocsd.org
Telephone: 714.935.8478
Dates of services: 2013 - Ongoing

Project Summary: OCSD Research & Development Division/ Facilities Planning Unit oversees a multi-million-dollar annual construction budget and is responsible for the management of capital projects, tenant improvement projects and major maintenance renovations for all OCSD facilities. Projects include tenant improvements for various facilities, kitchen remodels for jail facilities, design for ballistic store front counter visible areas, parking lot improvements, restroom remodels, ADA upgrades, retrofit shooting range facility, and other buildings and facilities.

This work was performed under the Owen Group, LP name.

6. Mechanical Engineering

ORANGE COUNTY COMMUNITY RESOURCES ALISO AND WOOD CANYONS WILDERNESS (ALWO)PARK, VISITOR CENTER, RANGER OFFICE, AND RESTROOM FACILITIES ARCHITECTURAL & ENGINEERING DESIGN
Contact Name: Rick DeJong Senior Project Manager
Address: 200 N Spring St, Los Angeles, CA 90012
Email: richard.dejong@ocpw.ocgov.com
Telephone: 714.667.4966 | Cell: 714.824.7153
Dates of services: 2019

As Prime Consultant and Architect of Record (AOR), BV led the architectural design with full service supporting civil, structural, mechanical, electrical, plumbing engineering, and overall construction management. BV coordinated and managed all other consultants providing such services as landscape architect, utility location, geotechnical, materials testing, inspection, and more.

The three buildings will provide offices for the Park Ranger and Non-Profit Groups, Meeting, and Educational Program space. Building #1 – Visitor Center / Ranger Office with Restroom Facilities, Building #2 – Non- Profit Office / Meeting Room, Building #3 – Education / Training. BV provided preliminary design, 30%-65%-95% construction documents, plan check and final bid documents, and utilities for Building #1. The remainder of buildings have not been built and are still under consideration by the County.

As the Prime Consultant leading architectural design and civil, structural, mechanical, electrical, plumbing engineering, and overall construction management, BV coordinated and managed all other consultants providing such services as landscape architect civil engineering and utility location, geotechnical, materials testing, inspection, and more. OC Parks proposed that the buildings be of modular construction to minimize construction impact and duration. OC Parks had researched the general availability of suitable modular construction buildings from a number of Manufacturers. The Master Plan was based upon building types in standard manufacture by Projectfrog at the time of the plan development. Projectfrog had subsequently discontinued production of this modular type. Other researched manufacturer's standard commercial (vs. residential) products do not have all features desired for the ALWO buildings.

ORANGE COUNTY SHERIFF'S DEPARTMENT, ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
Contact Name: Flavio Demoraes, Project Manager III
Address: 11 Journey. Aliso Viejo, CA 92656
Email: fdemoraes@ocsd.org
Telephone: 714.935.8478
Dates of services: 2013 - Ongoing

OCSD Research & Development Division/Facilities Planning Unit oversees a multi-million-dollar annual construction budget and is responsible for the management of capital projects, tenant improvement projects and major maintenance renovations for all OCSD facilities. Projects include tenant improvements for various facilities, kitchen remodels for jail facilities, design for ballistic store front counter visible areas, parking lot improvements, restroom remodels, ADA upgrades, retrofit shooting range facility, and other buildings and facilities.

CITY OF COMMERCE
HVAC AND CONTROLS RENOVATION OF THE BRENDA VILLA AQUATICS CENTER
Contact Name: Chad Ugwueze
Address: 5600 Harbor St, Commerce, CA 90040
Telephone: 323.722.4805
Dates of services: 2019

BV developed the design for a project to provide air conditioning at the Spectator Seating Section of the Brenda Villa Aquatics Center. The project has an estimated construction budget of $1,000,000. The project is comprised of the following three elements: The first element is to replace and upsize the existing 50-ton RTU-1, which serves the atrium, lobby, exercise rooms, offices, and weight room, but not the pool area. The second element is to upsize RTU-1 to 65 tons and extend its service area to provide air conditioning at the Spectator Seating Section of the Brenda Villa Aquatics Center. It will be an energyefficient, automatically economized, variable air volume (VAV), packaged gas furnace heating, electric DX cooling rooftop unit. The Spectator Seating Section will be another thermal zone on the RTU-1 air handling system for which there will be thermostatic control of a new variable air volume (VAV) air terminal unit with a reheat coil. Supply air will be provided from a new duct located above and slightly in front of the spectator seating section. Some return air will be drawn through a return air grille and duct at the rear of the spectator seating section. The remainder of the supplied air will flow out into the pool area and be exhausted by the two large existing poll area exhaust fans. The third element is upgrade of the Siemens Apogee EMS controls for the Brenda Villa Aquatics Center, especially as it relates to the new RTU-1 and its air handling system, the two DH units, and the two large pool area exhaust fans.

This work was performed under the Owen Group, LP name.

Understanding of Project Objectives

BV understands that the City is seeking consultants to provide Professional Engineering Services. BV maintains a robust staff and breadth of resources which allows us to expand or contract our services based on the needs of the City of Santa Paula.

BV has thoroughly reviewed the Scope of Work presented in the RFQ. We are in agreement to provide the following Scope of Services outlined in the RFQ:

- **1. Civil Engineering** - Design (master planning, conceptual, alternative study, preliminary, and project design) for all roadway, drainage, utility, facility, transportation, landscape, and streetscape projects, preparation of contract documents (plans, specs, estimates) plan check review and constructability analysis, support during the bid period of the projects and construction administration/management.
- **4. Electrical Consulting and Engineering** - Inspection and evaluation of existing facilities/improvements, condition assessment, analysis, and recommended improvements. Design and photometric analysis for parking lot and street lighting systems, design of electrical distribution systems and service equipment, electrical infrastructure associated with solar photo-voltaic and battery systems, charging stations and interconnection with utility service points and building distribution systems. Design of backup power systems, generator selection and sizing, and transfer switches.
- **6. Mechanical Engineering** - Inspection and evaluation of the existing facilities/improvements, condition assessment, analysis, and recommended improvements for wastewater treatment plant related systems, sewer pump stations, storm drain lift stations, refrigeration/HVAC systems and process equipment.

BV approaches each project with a fresh set of ideas and a unique, comprehensive team arrangement that caters to the each project. Additionally, BV understands the diversity of the City's projects that will be assigned under this contract in which we have a comprehensive project team to address the assigned services that may be required.

Project, budget, and schedule are developed through a detailed task/hour work plan for specific tasks and level of effort to meet individual task order requirements. Our work plan will identify the most qualified and experienced project team members and will include quality control reviews at all strategic project phases.

Innovative design approach includes the following:

- **Assigning the right professionals to meet the City's needs.** Conduct a thorough review of the scope of work in which BV will assign the most qualified and experienced project team personnel to match the specific needs of the project.
- **Project Management Plan.** At the start of a project, BV in collaboration with the City of Santa Paula, will visit the site and review the Scope of Work with any other stakeholders to engage development of the Project Management Plan (PMP) and the project's program. After reviewing, discussing, and fully understanding the scope of work and the City's expectations, our Project Leads will prepare the PMP corresponding to the scope complexity and time constraints of the project.

The PMP contains descriptions of the project and the deliverables list of the various tasks, schedule, and detailed work plan for the elements of each task, as well as the project staff members responsible for that element. The plan also includes the task budgets, anticipated billings, project and client organization procedures for correspondence, filing, approvals, project control, company standards, City Guidelines, governing agency specifications, and the quality control plan.

BV follows the Project Management Institute (PMI) principals when implementing the PMP. The main topics are:

- **Identifying** the scope early on by engaging the stakeholders and ensuring a realistic project budget.
- **Planning**, initiating and scoping, validation and verification of the program/project.
- **Resources** - making sure BV has the appropriate staffing and expertise on the project and can adjust staffing when necessary to meet the project schedule.
- **Communication** with the team and stakeholders all of the time using the latest available technology.
- **Integration** of the entire team with the stakeholders to be part of the overall solution.
- **Monitoring and Controlling** deliverables and meeting the stakeholders expectations of the project team.
- **Cost and Schedule** monitoring at all times and in detail at each phase of project delivery.
- **Risk** – identifying uncertainties early on and figuring their risks into the project.
- **Quality** - validating deliverables versus accepting deliverables; what is expected by the client, not the design team, for deliverables and quality of work.

- **Process -** proactive versus reactive process; project team communication to meet all expectations.

A copy of the PMP can be provided to the City's Operations Manager for information purposes and to meet the auditing requirements of applicable requirements in which the plan is periodically reviewed and updated consistently.

The Project Leads will also prepare monthly project status reports, which will be provided with each monthly pay application, to be submitted to the City's Operations Manager.

The BV Team will work with the City's current project management system to post project documents including plans, schedules, estimates, specifications, and design and construction drawings, etc., for effective management and collaboration.

Program Development/Validation/Gap Analysis

As BV moves along in developing the program, the firm's programming methodology includes doing a thorough analysis of existing conditions, reviewing existing documentation, and interviewing the City's Operations Manager and staff to ensure a complete understanding of the agency's objectives and specify design requirements — all in an effort to identify most, if not all possible "gaps" in information or data. Costs for initial implementation, maintenance, and life-cycle costs will be compiled, which will guide the design and decision-making process for a best-case scenario. The firm's team will work with various representatives from the City to ensure the Scope of Work and its requirements are fully confirmed.

Services, Tools, and Systems which will be brought to the Project

BV is prepared to provide an unparalleled supply of high quality resources, personnel, and expertise to the City as it relates to the delivery of engineering services. The following are descriptions of the resources BV will be utilizing while working on the City's contract.

e-PLANREVIEW

BV uses a unique web-based interactive review system to optimize team interaction and efficiency in the review process. This e-PLANREVIEW system is designed to streamline the review process, allowing efficient reviewer, designer, and owner collaboration. Designed to facilitate productive, efficient, well-coordinated documents, the system is an interactive, searchable database which allows the owner, program manager, or any design member to log review comments, designer responses, owner comments, and backcheck review comments. The e-PLAN database can export reports to MS Excel format for standardized reporting needs.

The program includes a report function automatically exporting all review and response comments to a MS Excel file where needed to meet individual client standards. The system provides for categorizing of comments; code, constructability, coordination, and comment disposition status; open, closed, owner review pending, providing efficient recording, tracking, resolution of comments, and outstanding issues.

e-PLANREVIEW can be utilized by all reviewers to document comments. Input is standard web browser based, (MS explorer, Mozilla Firefox) and does not require software download or installation. Comments from multiple reviewers are entered "live" to the system enabling real time management and progress review.

The system overlays comment tags and markups on PDF file inputs and generates PDF composite "prints" with tags and comments, along with Excel export of comment logs and review metadata. Excel exports are easily adapted to the client's standard templates for uniformity.

Additional features include "handshake" import of Design Team responses, mark up tools, measurement of length and area, and internal overlay of updated drawing versions to easily identify changes to documents. The City's staff and design teams are invited to utilize the system for comment response or can utilize excel spreadsheet logs for responses.

Scheduling Software

BV will provide planning and scheduling support for all project phases, from development and pre-design through construction closeout. The firm's staff utilizes Primavera P6, SureTrak, Expedition, Meridian Prolog, Proliance, and Microsoft Project software for the preparation of schedules. BV's civil engineers are available to begin work immediately on this contract and will remain in their respective roles for the entire performance period.

Bluebeam Software Collaboration

Bluebeam is BV's standard Adobe format used by all employees. The firm utilizes Bluebeam Revu for all staff for efficient creation, edits, and management of PDF documents.

Improvement of Document Quality, Field Coordination, and Reduction of Change Orders

Project Controls

BV recognizes the importance of conducting infrastructure improvements projects within a controlled schedule budget as well as ensuring a high quality product to meet and exceed the expectations of the City of Santa Paula. The firm has standard project management, quality assurance, production and cost control procedures already in place for the management and performance of projects of this nature. The assigned project team is prepared to successfully complete the services within the time constraints as established.

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Cost Estimating and Cost Control

BV's approach to managing and controlling project cost is founded in the identification and resolution of cost impacts early in the process when the firm has the most ability to influence the outcome. Potential costs are immediately identified and analyzed during review of assessment findings. We will then propose any corrections in which we will track, address, and resolve on a continual basis. BV retains staff specializing in developing project schedules and cost estimating to provide exceptional project management.

Analysis and Identification of Cost Alternatives

The BV team has extensive experience in estimating and managing costs during field assessment/evaluation through active analysis and identification of design elements and construction alternatives to effectively realize compliance with the targeted project budget. At each phase of the process, the project is estimated and the project scope is compared. Differences are highlighted and resolved to provide alternatives which can optimize proposed improvements to align the project with the budget.

Throughout the field assessment phase, the firm will be proactive, establish cost effective parameters, prototypes, cost models, and define appropriate procurement strategies. At the project level, BV evaluates alternative construction materials, sustainable design choices, site opportunities, and phasing at every stage of development.

The firm examines various construction approaches in the use and development of standard elements and prototypes. BV develops alternative project phasing and workarounds to alleviate schedule impacts due to material shortages, delayed equipment, site conditions, and adjacency issues which might impact a project.

Change Order Management

For a multitude of the City's projects, a critical component of BV's work involves change order management. Change orders occur for numerous reasons including addition or deletion of scope, changes to the project duration, revisions to materials and specifications, drawing and specification errors, differing site conditions, contractual non-compliance as well as many other reasons. While change orders are inevitable, they can lead to cost and schedule overruns. BV has become a recognized leader in managing change orders and significantly reducing the risk of claims which typically result in costly disputes and litigation. The firm has been successful in resolving complex design, scope, and construction issues from a variety of perspectives—owner, designer, contractor, and others. BV is committed to bringing a fresh perspective and dedicated effort to resolve issues which lead to change orders through a proactive management effort that focuses on thorough and careful analysis of the project. This includes contractual documents, drawings and designs to consistently monitor and track the cost and schedule impacts associated with project changes.

The firm recognizes the vital importance of completing a change order management process, not overlooking even the smallest of details. Comprehensive and systematic reviews of plans, specifications, and bid packages afford the best opportunity to identify errors, omissions, conflicts, and ambiguities which can impact the project. The other critical element is to ensure design documents adhere to applicable building codes including accessibility compliance. These can also be identified early in the design phase and corrective measures can be taken immediately rather than when construction operations are underway.

Schedule Control

BV utilizes common techniques to keep projects streamlined, organized, and on schedule. Periodic review and reporting includes:

- **Timeline Forecast** – determination of how long a project will take using available information on labor, productivity, etc., including possible deviations/escalations.
- **Progress Assessment** – measurement of project progress including work estimates, inventories of supplies, and materials, etc.
- **Estimation Software** – tracking of planned dates compared to estimated dates and prediction on if changes made to the schedule will progress project ahead or put it behind.
- **Progress Monitoring** – identification of potential problems which can lead to delays. Systems include use of diaries, reports, meetings, etc. Determination is made as to whether or not delay prevention is cost effective for the project.
- **Data Collection** – continual collection of project data to help identify potential problems. Sources include materials vendors, labor, managers, weather forecasts, etc.
- **Schedule Adjustment** – utilization of schedule change control systems which require changes to move through a process with an approval procedure to prevent schedule changes which could delay the project. Schedules are made available in electronic and paper format in a graphic representation. Graphic schedules display current project progress and estimated project performance. Graphic schedules aid the project team in identifying project slippages while taking the steps necessary to correct them.
- **Scheduling Software** - BV will provide planning and scheduling support for all project phases from development and pre-design through construction closeout. The firm's staff can utilize Primavera P6, SureTrak, Expedition, Meridian Prolog, Proliance, and Microsoft Project software for the preparation of schedules.

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5. Project Management System

Project Scheduling, Monitoring, and Reporting

At the outset of all projects, our Project Leads will establish a project schedule with the paramount goal of achieving all scheduling milestones. We develop the initial schedule, using Microsoft Project scheduling software, and then monitor our schedule compliance throughout the project.

The project schedule is broken down into discrete tasks which are assigned resources (staff time) and task duration is established. This is a realistic assessment of the steps required to complete any project and these steps will be fitted into the overall project scheduling requirements as dictated by the City. Using Microsoft Project, the progress of each task is monitored with regards to scheduled completion. If individual tasks begin to lag, this will be identified quickly and corrective actions will be implemented to bring them back in line before the overall project schedule suffers. This has been our tool to ensure project schedule compliance.

Quality Control Program

BV's Quality Assurance/Quality Control (QA/QC) has evolved over the years into a combined system which involves both project leadership and technical excellence. The roles of the Project Leads are to foster enhanced communication, control, and coordination. Communication and project leadership is continually being refined and based upon the firm's prior project experience. BV is committed to avoiding rework and utilizing systems which encourage project completion in the first attempt. This requires a commitment to planning and results as well as an enhanced project control of cost, schedule, and scope of work.

Quality control in a project encompasses not only the completeness of the reports but the programmatic content, work plan, and costs of the work. BV pays special attention to the entire project to ensure all appropriate measures are taken to provide exceptional quality.

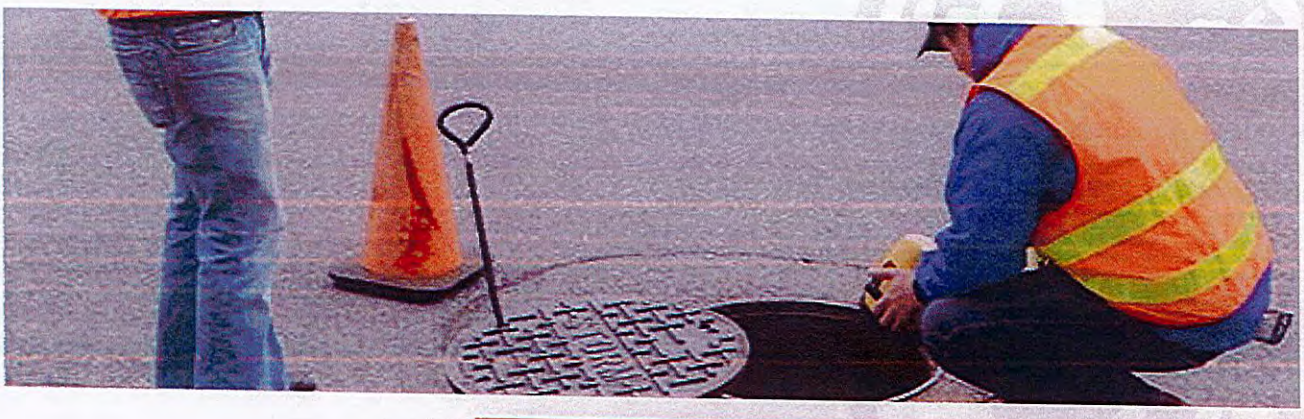
Rigorous quality assurance is provided for all projects produced by BV. The assurance is monitored by the firm's principals and is established by two functions: Standards of Practice and Quality Control. BV's deliberate application of these functions minimizes the occurrences of surprises or major change orders during construction. The firm's top management has a total commitment to the project and will have internally assigned both "QA/QC" officers and "Independent check" officers. These top personnel all have professional licenses in their fields.

Potential Challenges

BV has developed an approach to any City project based on our experience with projects of a similar nature. BV performs initial site visits and planning which identify any issues that may arise on the end of a project. With this approach, BV is able to identify issues early on the site analysis and planning phase of the project, developing viable solutions before these issues can even occur. For example, the challenge in improvement work is obtaining the accurate as-builts of the existing areas. If this information is not available, then comprehensive field verifications are required. In the event that an unforeseen issue occurs, BV quickly addresses this issue, determines its impact to the scope of work, schedule, and budget. We immediately discuss the issue with the client and stakeholders to provide solutions which are reviewed by responsible parties. Our goal with any project is to ensure the client and stakeholders have a clear understanding of the progress of a project at any given point of time.

Firm Interaction

BV understands that while the company offers a wide range of services, not every client needs the same solutions. The firm's ability to offer a variety of customizable services for each client makes BV an ideal partner. The firm is committed to timely and ongoing communication with both the City and applicants and is dedicated to working closely with stakeholders to address deficiencies in an effort to expedite the project's schedule. BV's team has the ability to coordinate effectively and efficiently with other departments and regulatory agencies and is able to consistently share best practices and discuss resolutions to code interpretations and deficiencies.



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6. Hourly Rate Schedule

FEE PROPOSAL

CITY OF SANTA PAULA - ASSIGNED ENGINEERING DISCIPLINES

Bureau Veritas North America's pricing reflects our commitment to the success of the City of Santa Paula by helping you maintain significant quality and cost saving benefits. These include:

- Commitment to maintain a proposed rate structure for the life of the initial contract period

Labor Classification	Hourly Rate
Principal, Principal Engineer	$250.00
Project Manager	$210.00
Senior Engineer	$210.00
Senior Commissioning Agent	$210.00
Engineer	$160.00
Commissioning Agent	$160.00
Cost Estimator	$160.00
Report/Specifications Writer	$135.00
Senior CAD Designer/BIM	$125.00
CAD Designer/BIM	$95.00
Support Personnel	$85.00

Expenses
Telephone, Printing, Delivery & Reproduction: Actual cost + 10%
Travel expenses (food, lodging, etc.): Actual cost + 10%.
Mileage: $0.60/mile

Hourly Rates subject to annual adjustment in accordance with CPI.

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7. Lawsuit/8. Financial Interests/9. DIR

Lawsuit/Litigation History:

Please understand in the course of our business meritless claims arise from time to time. It is the Company's policy not to comment on any current claims or pending litigation. However, without waiving its policy, the Company has no judgments, pending litigation, liens, or claims that would adversely impact the financial stability, insurability, or performance of professional services of the Company. As one of the largest firms providing professional testing, inspection and code compliance services, BV is the recognized leader in its field worldwide.

The following is a summary of information BV can disclose regarding pending litigation:

Latuska v. Venkat Sethuraman, Bureau Veritas North America, Inc., et al
In the Court of Common Pleas of Clearfield County, PA
Case No. 2015-1004-CD
Start 4/30/16 – End 10/20/17
(Confidential Settlement Agreement)

Wolbert v. Bureau Veritas North America, Inc.
In the Court of Common Pleas of Clarion County, PA
Case No. 780 CD 2016
Start 8/8/16 – on-going
(Litigation)

Jeffrey and Chantel Finlaw v. The Ryland Group, Calatlantic Group, Bureau Veritas North America, Inc. and Theresa Bailey
In the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, FL
Case No. 17-CA-000703
Start 3/6/17 – End 10/3/17
(Closed - BVNA Dismissed)

Scott and Sara Schuster, et al v. Bureau Veritas North America, Inc.
The State of Texas, District Court, Tarrant County
Cause No. 067-290447-17
Start 2/14/17 – On-going
(Litigation)

Andre and Cathy Fortin v. Columbia Forest Products, Glenn Foster, Mike Couture, Sr., Ralph White, Bureau Veritas North America, Inc., ABC Company and John or Joe Does
State of Vermont, Superior Court (Orleans Unit)
Docket No. 30-2-17OSCV
Start 3/13/17 – End 12/5/19
(Confidential Settlement Agreement)

Triple R Paving v. Broward County, Florida and CH2M Hill, Inc. and Broward County, Florida v. URS Corporation and Bureau Veritas North America, Inc.
Circuit Court of the 17th Judicial Circuit, Ft. Lauderdale, Florida
Case No. CACE09048929
Start 6/22/12 – 8/31/16
(Confidential Settlement Agreement)

Darian Kaar and Kaar Investment, LLC v. Bureau Veritas North America, Inc., et al
In the District Court 431st Judicial District Denton County, TX
Cause No. 15-05115-431
Start 1/15/16 – End 4/21/17
(Settled for a de minimis amount)

Allstate Insurance Co. a/s/o Sheila Simmons v. Kal-Tac and Blue Ridge Homes v. Kal's Insulation and Guardian Inspection Services Bureau Veritas North America, Inc.
In the Court of Common Pleas of Monroe County, Pennsylvania Civil Division - Law
Case No. 10-227-CV 13
Start 4/25/17 – End 6/6/17
(Settled for a de minimis amount)

Restec Contractors v. Bureau Veritas North America, Inc., et al
(Cross Complaint)
Case No. S-1500-CV-280350
BVNA Dismissed)

Allco Inc. and Allco LLC v. Bureau Veritas North America, Inc., et al
Cause No. 33673
(Confidential Settlement Agreement)

FP Willow Ridge Associates v. Bureau Veritas North America, Inc. and Allen Township
Court of Common Pleas Northampton, PA
Case No. C48-CV0-2014-2242
Start - 10/14/16 - End 10/14/16
(Settled for a de minimis amount)

State Farm Lloyds as Subrogee of Darrell Moseley v. Bureau Veritas North America, Inc., et al
362nd Judicial District Court Denton County Texas
Case No. 15-07619-362
Start 4/20/15 – End 1/1/16
(Settled for a de minimis amount)

Christy Graves, et al v. Arkema Inc.; Richard Rennard; Richard P. Rowe; Andrew Burdett; and Bureau Veritas North America, Inc.
In United States District Court Southern District Of Texas, Houston Division
Civil Action No. 4:17-cv-03068
Start 9/29/17 - Ongoing
(Litigation)

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Clifford Null v. McCalmont Township Et Al
In the United States District Court for the Western District of Pennsylvania
Case No. 18-CV-01314-DSC
Start 10/22/18 – On-going
(Litigation)

Manuel Gerardo Grajeda v. Thompson & Sitz Framing Corporation
In the County Court at Law Number Six El Paso County Texas
Cause No. 2018-DCV-4612
Start 12/12/18 – On-going
(Litigation)

National Builders Insurance Company v. Scott Schuster
USDC Northern District of Texas Fort Worth
Civil Action No. 4:19-cv-001
Start 2/21/19 – On-going
(Litigation)

Kelli Kinney D/B/A American Barns (Town Of Argyle)
(Pre-Litigation)

AMC West Housing/Tinker AFB
(Pre-Litigation)

8. Financial Interests:

BV does not have any past financial relationships, including agreements between your firm and proposed subcontractors, with current members of the City Council and City staff, and entities for which said members are employed, or have an interest, both past, and present.

9. Public Works Contractor Registration Certification (DIR):

1000006523

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EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

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

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

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

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

_____
_____attached _____proposal dated _____(Exhibit A).

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

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

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

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

Dan Singer,
City Manager

Date

EXHIBIT "C"

COMPENSATION

[Attached behind]

6. Hourly Rate Schedule

FEE PROPOSAL

CITY OF SANTA PAULA - ASSIGNED ENGINEERING DISCIPLINES

Bureau Veritas North America's pricing reflects our commitment to the success of the City of Santa Paula by helping you maintain significant quality and cost saving benefits. These include:

- Commitment to maintain a proposed rate structure for the life of the initial contract period

Labor Classification	Hourly Rate
Principal, Principal Engineer	$250.00
Project Manager	$210.00
Senior Engineer	$210.00
Senior Commissioning Agent	$210.00
Engineer	$160.00
Commissioning Agent	$160.00
Cost Estimator	$160.00
Report/Specifications Writer	$135.00
Senior CAD Designer/BIM	$125.00
CAD Designer/BIM	$95.00
Support Personnel	$85.00

Expenses
Telephone, Printing, Delivery & Reproduction: Actual cost + 10%
Travel expenses (food, lodging, etc.): Actual cost + 10%.
Mileage: $0.60/mile

Hourly Rates subject to annual adjustment in accordance with CPI.

BUREAU VERITAS 250 N. Westlake Blvd., Suite 150 Westlake Village, CA 91362
P: 805 230 2888 www.bvna.com

Attachment 2

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND ENCOMPASS CONSULTING GROUP, INC

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

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of September, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Encompass Consulting Group, Inc., a California Corporation, with its principal place of business at 333 N. Lantana Street, Suite 287, Camarillo, CA 93010 ("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 and surveying 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 and surveying services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City's Representative or designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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

its sole discretion, to renew this Agreement automatically for no more than one (1) additional one-year term. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand 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: Sal Contreras, P.E..

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

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

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Encompass Consulting Group, Inc.
333 N. Lantana Street, Suite 287
Camarillo, CA 93010
ATTN: Sal Contreras, P.E.

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

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

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

[SIGNATURES ON NEXT PAGE]

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

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

ENCOMPASS CONSULTANT GROUP, INC.

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

By: Glen H Pace

Its: PRESIDENT

Printed Name: GLEN H. PACE

By: [signature]

Its: SECRETARY

Printed Name: JAMES P. FALLON

EXHIBIT "A"

SCOPE OF SERVICES

[Attached behind]

Santa Paula
Citrus Capital of the World

Statement of Qualifications for

ON-CALL ENGINEERING AND PROFESSIONAL CONSULTING SERVICES



ECG
Encompass Consultant Group

ENCOMPASS CONSULTANT GROUP

333 N Lantana Street, Suite 287
Camarillo, CA 93010
(805)322-4443



City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93030

May 23, 2023

Subject: Statement of Qualifications for On-Call Engineering and Professional Consulting Services

Dear City Clerk,

Encompass Consultant Group is pleased to submit this proposal to the City of Santa Paula for **On-Call Engineering and Professional Consulting Services** in the disciplines of Civil Engineering and Surveying and Mapping Services. We have put together a team that has the expertise and commitment to quality that will be essential to the demands of an on-call contract. It is our goal, that with our team's broad experience working with similar projects, and our working knowledge of the City of Santa Paula's internal procedures, ECG can provide the high-quality and efficient services necessary for successful projects.

We understand that on-call tasks are often fast-paced projects that require flexibility and focused attention to meet technical, schedule, and budget requirements without compromising quality. Our multidisciplinary team will leverage its collective experience to deliver high-quality engineering services to the City on an as-needed basis to address specialized tasks. Our staff is well prepared and available to offer responsive service tailored to the City's needs.

Our proposal includes expanded services provided by trusted subconsultants. We have teamed up with LIN Consultants for Signal Modifications, Pacific Coast Land Design for Landscape Design, and Earth Systems for Geotechnical Testing & Coring in support of Civil Engineering Tasks. The team was specifically selected due to our past history of successfully completing projects together. By including the availability of these services under our Qualifications, we can offer the added benefit of providing a wider range of services to be fully managed by our Contract and Project Manager, Sal Contreras, P.E.

As previous contract holders, we appreciate this opportunity and are eager to continue to work with City staff, as one team from start to finish. As Principal Engineers with Encompass Consultant Group, we assure you that our team and our firm as a whole are committed to each project and we look forward to participating in successful improvements for the City of Santa Paula.

We have read and shall comply with the terms and conditions of this RFP. By the signatures below, we attest that all information submitted in this proposal is true and correct. Should you have any questions, please contact Sal Contreras at (805) 416-8704 or sal.contreras@ecgcivil.com.

Sincerely,

ENCOMPASS CONSULTANT GROUP, INC.

Sal Contreras, P.E.
Vice President

Glen H. Pace, P.E
President



COMPANY PROFILE

Encompass Consultant Group is pleased to present this proposal for professional design services to the City of Santa Paula to provide On-Call Engineering and Professional Services.

(ECG) is a local firm established in 2016. We are an employee-owned company and are committed to providing exceptional services to both public and private clients throughout Los Angeles, Ventura, and Santa Barbara Counties and the surrounding regions.

Our team is comprised of members who have worked together in the area for well over 15 years; some for 25. During these established careers, ECG's staff have successfully managed and designed numerous municipal and capital improvement projects throughout Los Angeles, Ventura and Santa Barbara Counties. Our team has a long history of providing high-quality, responsive, and efficient services to public agencies such as the City of Santa Paula. Our wide-ranging experience working on projects for Public Agencies includes the following:

- City of Santa Paula *
- City of Fillmore
- City of Ventura *
- City of Oxnard *
- City of Camarillo *
- City of Moorpark
- City of Port Hueneme
- City of Santa Clarita *
- City of Lancaster *
- City of Palmdale
- City of Santa Barbara
- County of Ventura *
- County of Santa Barbara*
- County of Los Angeles

**Current Multi-Year Contracts*

QUALIFICATIONS

FIRM QUALIFICATIONS

ECG offers a broad range of civil engineering and land surveying services. With a combination of highly skilled in-house resources and established relationships with specialty firms, we can effectively and efficiently meet the project tasks outlined within the City's Scope of Work. Our talented 22-member professional staff includes 8 registered civil engineers, 2 licensed professional land surveyors, and 4 California Certified Qualified Stormwater Pollution Prevention Plan Developers (QSD); along with a well-rounded design and survey support team. ECG staff share a common goal of exceptional client service. A commitment to technical expertise, quality, and client service is what we strive for both at an individual and firm level. Our staff are dedicated individuals who take great pride in their work and build relationships at all levels within the community. As a small-sized, local firm we are poised to serve as an extension of City Staff and are available to attend to this project's needs with personalized and attentive service.

Our Contract Manager, Sal Contreras, P.E. has over 25 years of experience with public works on-call contracts. He has a thorough understanding of State, Federal, and City standards, codes, and procedures. In addition to Sal's experience, our team has successfully completed hundreds of similar on-call tasks for agencies in Ventura, Santa Barbara and Los Angeles Counties. ECG is ready to provide the City with the outstanding service and attention required to make your on-call projects a success.

EXPERIENCE WITH THE CITY OF SANTA PAULA

Key staff selected for this contract includes the same team members who have successfully completed design work on numerous similar projects for public agencies in Ventura County and for the City of Santa Paula in particular. ECG has been contracted for several projects for the City of Santa Paula, many of these projects were issued under our current Engineering On-Call Contract. Recent work for the City includes the following:

- Main Street RFB
- SR 150 RFB (Multiple Locations, Engineering and Survey)
- Harvard Blvd. Survey
- Mesa Tank Survey and Easement

As with previously awarded projects, we maintain our commitment to designing functional and attractive public improvements for the City of Santa Paula. By focusing on effective communication and maintaining availability, it is our goal to function as an extension of City staff to creatively and efficiently meet the design, schedule and budget demands of this project.



PROPOSED SERVICES

CIVIL ENGINEERING

ECG understands that the City of Santa Paula desires to contract with qualified local firms to provide as-needed Civil Engineering services. These services may include small tasks in support of the City project design team or handling the entire scope of a project. We understand that the scope of work on each task may vary significantly and that an on-call contract allows City staff to access the technical skills and expertise of various individuals at ECG or the entire ECG company as a whole. ECG's experience, size and local office make it an excellent candidate to provide the desired engineering and surveying support services to the City of Santa Paula. It has been our experience with similar on-call services that a key factor to the success of these agreements is the consultant's ability to respond timely to City requests as well as provide the level of expertise needed for each task.

Our efforts in Public Works and with area Public Agencies are an important focus for ECG. Our staff are highly familiar with the requirements and processes involved in Public Works projects and understand their importance in keeping projects moving forward efficiently. We maintain current knowledge of local practices as well as the standard details and specifications such as Greenbook, Caltrans, Federal, APWA, AWWA, and the California Building Code. Our ability to provide quality Civil Engineering and Survey services under one roof has qualified us to be awarded several On-Call Contracts and individual projects for numerous Public Agencies.

ECG currently manages multiple on-call contracts for public agencies within Ventura County including the City of Ventura, City of Oxnard, City of Camarillo and the County of Ventura. Under these contracts, ECG has amassed a wealth of knowledge concerning typical project requirements and challenges involved, as well as creative solutions to keep projects on track.

ECG staff members have a long history of providing planning, design, permitting and construction administration for a variety of vital public improvements. This experience includes, but is not limited to, roadways, pavement evaluation and design, intersections, sidewalks, gap closures, bike paths, bike lanes, park facilities, wet utilities, drainage modifications, and ADA accessibility evaluation and design performed for multiple public agencies throughout Ventura and LA Counties. We work together seamlessly with public agencies and other consultants to effectively complete On-Call tasks as they are assigned.

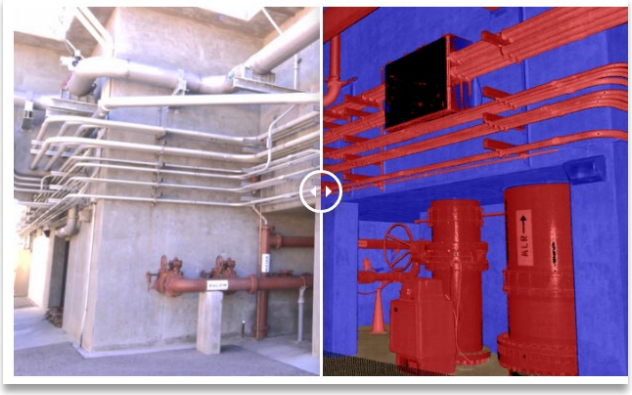
SUBCONSULTANTS

We have included the following subconsultants to expand our services to fully meet the needs of potential City projects. This selection of subconsultants are trusted collaborators and have been specifically selected due to our past history of successfully completing projects together. By including the availability of these services under our Qualifications, we can offer the added benefit of providing a wider range of services to be fully managed by our Contract and Project Manager, Sal Contreras, P.E. These resources include:

- LIN Consultants - Signal Modifications
- Pacific Coast Land Design - Landscape Design
- Earth Systems - Geotechnical Testing & Coring in support of Civil Engineering Tasks
-

Qualifications and contact information for subconsultants can be found in the Proposed Staffing and Organization section

SURVEY AND MAPPING SERVICES



By maintaining a focus on accuracy, time and budget, the ECG Survey Team strives to provide high quality, efficient services for each project they are assigned. Our surveyors continually aim to maximize skill and available technology to achieve quality results.

Technology provides us with the ability to gather millions of data points in 3-D "point clouds" via scanning, and nearly immediate site orthophotos from Unmanned Aerial Vehicles (drones), but it's the proper application of these tools that make a successful product. The proper use of available technology allows ECG to keep the staff and public safe during work and we welcome conversations on how we can apply these tools to assist the City in any of its needs.

With two (2) licensed Professional Land Surveyors, in-house FAA Certified Drone Pilots and a **dedicated field survey team with multiple crews**, ECG is experienced with and is prepared to work on a variety of tasks including, but not limited to the following:

- Subdivision Review
- Topographic Mapping
- Subdivision Mapping
- Lot Line Adjustments, Lot Mergers, Parcel Map Waivers
- Easements
- Certificates of Compliance
- Legal Descriptions
- Boundary Analysis
- Aerial Survey Control
- Elevation Certificates
- Structural & Deformation Monitoring
- Construction Staking
- ALTA Surveys
- Geospatial Positioning (monitoring wells, GIS assists, geodetic control)

Utilizing our array of resources, The ECG Survey Team has created a highly efficient data processing system. We have found that the incorporation members with the ability to both gather and process data allows for information to be seamlessly transferred and processed with greater accuracy and efficiency. Subdivision reviews, control and boundary analysis will be performed by a licensed land surveyor, and topographic data processed by appropriate office staff. Our "field to finish" approach to data collection allows for a streamlined production rate, further enhanced by utilizing staff in the office that performed work in the field. We've found that field/office capable staff generates better products at better rates. With LIDAR scanning capability and aerial drone imaging, the ECG survey team can provide precise data while maintaining a focus on crew safety.

SERVICES AND EXPERTISE

Key Staff Technical Expertise: Civil Engineering Services

	City of Santa Paula Requested Services																								
	Scope of Work per RFQ																			Additional Services					
	Preparation of Design Reports/Memos	Feasibility Studies	Drainage/Hydraulic Design and Reports	Roadway Design	Drainage Design ad Plans	Right of Way Plans	Landscape Design	Value Engineering Studies	Subsurface Utility Engineering	Plan Checking and Review	Construction Administration/Management	Project Management	PS&E Packages for Design Projects	Street Improvement Designs	Intersection Designs	Alternative Transportation Facilities	Traffic Signal Modifications	PCSMP/SWPPP and Construction Site BMP's	WDID, NOI and NOT Document Assistance	Retaining Walls- Structural Engineering	Pavement Condition Assessment	ADA Evaluations and Compliance	Park Improvements	Parking Lots	Utility Designs. Water, Sewer and Strom Drain Improvements
Sal Contreras, P.E.	✓	✓		✓	✓			✓	✓		✓	✓	✓	✓	✓				✓		✓	✓	✓	✓	✓
Tristan Santos, P.E., QSD	✓	✓	✓	✓	✓			✓		✓	✓	✓	✓	✓				✓	✓				✓		✓
Josiah Jenison, P.E.,QSD			✓	✓	✓			✓		✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Travis Maag, P.E				✓	✓			✓			✓	✓	✓	✓				✓		✓	✓	✓	✓	✓	✓
Daniel Lopez, P.E.	✓		✓	✓	✓			✓	✓		✓		✓	✓				✓	✓			✓	✓	✓	✓
Jose Ascencio, P.E.,QSD	✓		✓	✓	✓			✓			✓	✓	✓	✓	✓	✓	✓	✓	✓			✓		✓	✓
James Fallon, P.L.S		✓				✓				✓		✓													
Ben Hardin, P.L.S.						✓				✓		✓													
LIN Consulting															✓	✓	✓								
Pacific Coast Land Design							✓																✓		
Earth Systems		✓																		✓	✓				

Key Staff Technical Expertise: Surveying Services

	City of Santa Paula Requested Services																		
	Scope of Work per RFQ												Additional Services						
	Boundary Survey	Road Alignment Surveys	Construction Surveying	Topographical Surveys	Construction Staking	Right of Way Surveys	GIS Surveys	Easement Documents (Dedications, Vacation, Quitclaims, Etc.)	Title Report Research	Centerline Surveys	Legal Description	Boundary Surveying and Mapping	Aerial and Drone Surveys	As-Built Surveys	3D Laser Scanning and Modeling	Monument Preservation	Set/ Replace Monuments, Boundary Corner Records and/or Property Corners	ALTA Surveys
James Fallon, P.L.S	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ben Hardin, P.L.S.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

PROPOSED STAFFING AND ORGANIZATION

ECG has gathered a team with the best skills to successfully achieve the goals of this project. With talented engineers and licensed surveyors whose experience is highly focused on public works and public agencies, ECG is well prepared to successfully fulfill the tasks required for this project.

As project manager, Mr. Sal Contreras P.E. brings 25 years of professional experience in public works projects and substantial experience managing multi-year and on-call contracts with public agencies. He has extensive knowledge of local City, County and State engineering and environmental regulations including Local Assistance Procedures Manual (LAPM). Mr. Contreras is passionate about public works and community enrichment and has a genuine interest in participating in successful improvements for the City.

Our design team consists of civil engineers with a broad skill set to best serve the City in a variety of projects. Tristan Santos, P.E., QSD is our in-house stormwater specialist with expertise in **drainage and hydrology**, including MS4 and BMPs. Additional project civil and design and hydrology functions will be carried out by Josiah Jenison, P.E., QSD, LEED. With a focus in Civil Structures, Travis Maag, P.E. brings expertise in **structural elements** related to roadway design, including concrete pavement design, pavement evaluations, **ADA evaluations**, retaining walls, box culvert design, bridge abutments and structural observation reports. Overall **civil design** tasks, including hydrology, will be supported by Daniel Lopez, P.E. and Jose Ascencio, P.E., a **qualified traffic designer.**

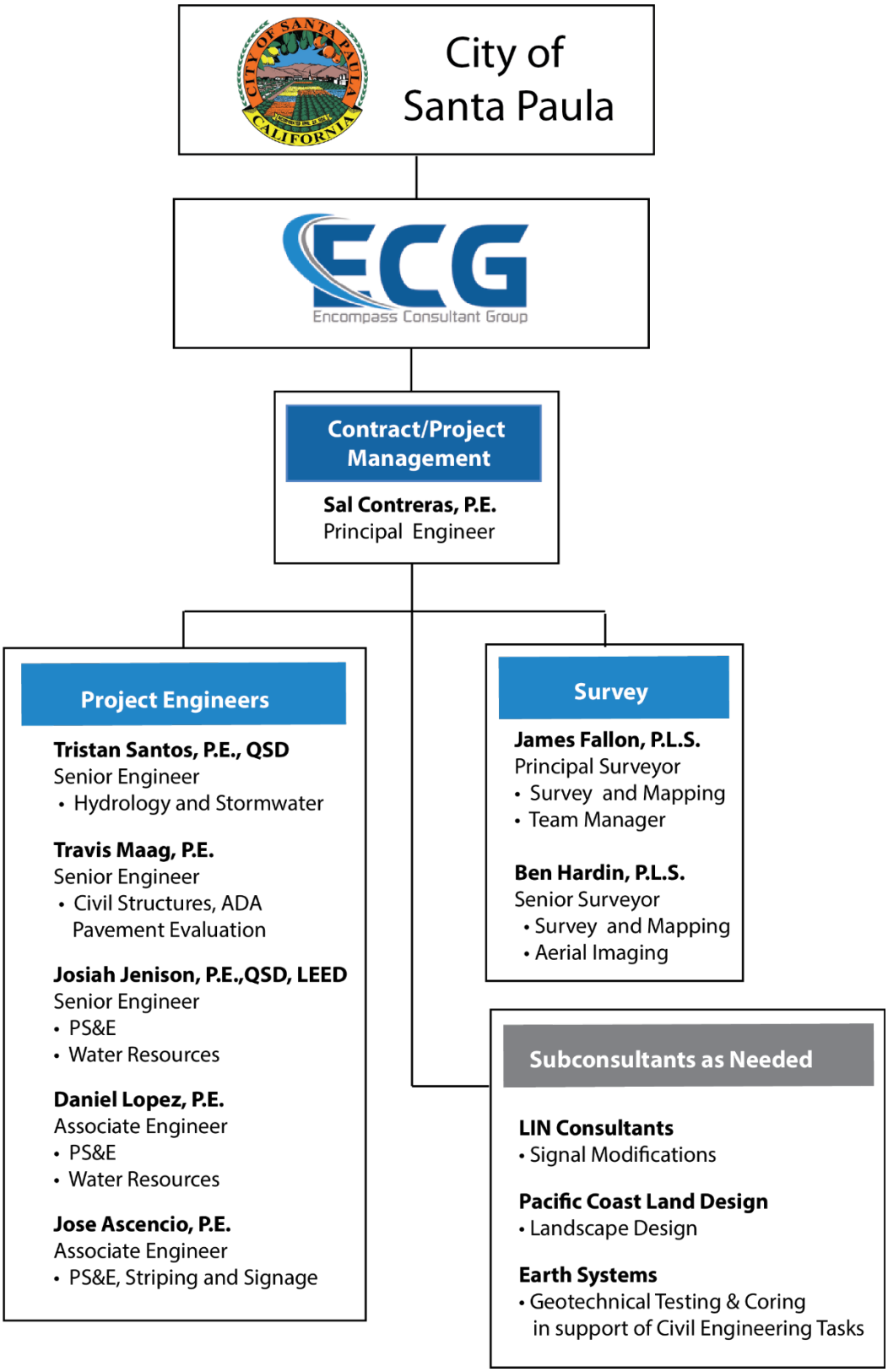
Mr. James Fallon, P.L.S is our principal surveyor. With over 20 years of experience with GIS, Base Topographic Mapping, Geodetic Control Surveys, and all surveying needs. Along with project manager Ben Hardin, P.L.S., he and his **multi-crew team** are equipped to provide efficient and accurate data on which to build each project. With **LIDAR scanning** capability and **aerial drone imaging**, ECG can provide precise data while maintaining a focus on crew safety.

ECG offers a full-service engineering and survey team with a focus on Public Works contracts and projects, who are ready to provide responsive and dependable service to the City of Santa Paula

Team Availability Matrix

	% Committed to Other Projects	% Available for Proposed Project
Sal Contreras, P.E.	60%	40%
Glen Pace, P.E.	75%	25%
Josiah, Jenison, P.E., QSD	60%	40%
Tristan Santos, P.E., QSD/P	60%	40%
Travis Maag, P.E.	40%	60%
Jose Ascencio, P.E. QSD	50%	50%
Daniel Lopez, P.E.	50%	50%
James Fallon, P.L.S	60%	40%
Ben Hardin, P.L.S.	50%	50%
LIN Consulting	60%	40%
Pacific Coast Land Design	60%	40%
Earth Systems	50%	50%

ORGANIZATION



KEY STAFF RESUMES

SAL CONTRERAS, P.E.- PRINCIPAL ENGINEER, QA/QC



LICENSING
Professional Engineer No. 66720, California

EDUCATION
B.S. Civil Engineering
California Polytechnic State University, San Luis Obispo, 1997

PROFESSIONAL AFFILIATIONS
Member, American Society of Civil Engineers

Member, American Public Works Association

CONTINUING EDUCATION
PSMJ Principal Engineers & Project Managers Bootcamp

APWA Construction Inspection Seminar

APWA Greenbook Seminar

Caltrans Local Assistance Training

Over **25 years** of **Public Works** and municipal **contract management** experience

As project manager, Sal Contreras brings over 25 years of professional experience with a focus on public works projects and substantial experience managing multi-year and on-call contracts with public agencies. He has extensive knowledge of local City, County, State and Federal engineering and environmental regulations including Local Assistance Procedures Manual (LAPM). As the current manager of multiple on-call contracts, he is highly knowledgeable of the requirements and procedures related to public agencies. He understands the importance of communication, time and budget throughout these projects.

With his broad knowledge and expertise in civil engineering, he provides quality control and design consultation to internal staff for projects of all types. Mr. Contreras is well versed in the management and preparation of feasibility studies, due diligence, master plans, construction plans, specifications, and estimates, and providing construction administration services.

Mr. Contreras oversees both technical and professional personnel, interfacing with key public works agencies including state and local agencies. He has developed and maintains a working knowledge of local City, County and State engineering and environmental regulations and has extensive experience with grading, street, sewer and storm drainage design, along with right of way mapping and utility plans.

EXPERIENCE - PUBLIC AGENCIES

Santa Clarita Valley Water Agency On-Call Engineering and Survey Services | Santa Clarita, CA
City of Oxnard On-Call Civil Engineering and Survey Plan Check Services | Oxnard, CA
City of Ventura On-Call Engineering and Survey Services | Ventura CA
County of Ventura On-Call Engineering and Survey Services | Ventura, CA
City of Santa Clarita On-Call Civil Engineering Services | Santa Clarita, CA
City of Lancaster On-Call Engineering and Survey Services | Lancaster, CA
City of Camarillo On-Call Civil Engineering Services | Camarillo, CA
City of Thousand Oaks On-Call Civil Engineering Services | Thousand Oaks, CA
Santa Clarita Valley Water Agency On-Call Engineering Services | Santa Clarita, CA

TRISTAN J. SANTOS, P.E., QSD -HYDROLOGY ENGINEER



LICENSING
Professional Civil Engineer No. 71473, California

EDUCATION
B.S. Civil Engineering, University of California, Irvine, 2003

CERTIFICATIONS
CASQA Qualified SWPPP Developer/ Practitioner (QSD/P) #01184

PROFESSIONAL AFFILIATIONS
Member, American Society of Civil Engineers

CONTINUING EDUCATION
PSMJ Project Management Bootcamp, 2012

AWARDS
2011 American Society of Civil Engineers, Santa Barbara-Ventura Branch Project of The Year | Norwegian Grade Rehabilitation and Roadside Safety Enhancements

BACKGROUND

Design Engineer on over **80 Projects** within the tri-county area, focused on drainage and water quality components.

Over **19 years** of experience working with Ventura County Technical Guidance Manual and MS4 Permit.

As Senior Engineer with Encompass Consultant Group, Mr. Santos is responsible for the design of civil engineering improvements for public and private projects throughout Ventura, Los Angeles, and Santa Barbara Counties. His experience involves new construction and upgrades for projects ranging from educational facilities, recreational parks, residential and industrial developments, and roadway improvements. These projects required flood analyses, drainage and hydraulic calculations and reports, site grading, as well as the design of utility improvements including storm drains, waterlines, and sanitary sewer lines.

He is also tasked with ensuring projects comply with the Regional Water Quality Control Board's Municipal Separate Storm Sewer System Permit. With his extensive experience in the field, projects are designed to implement the most feasible Best Management Practices (BMPs) required and that new development and redevelopment projects reduce urban runoff pollution to the "maximum extent practicable" (MEP). Roadway projects have specific requirements separate from other development categories. Measures include integrating USEPA guidance for "*Managing Wet Weather with Green Infrastructure: Green Streets*" to the MEP (i.e., minimize street width, use porous pavement or pavers, and add tree canopy by planting or preserving trees/shrubs), provide Retention or Biofiltration BMPs sized to capture and treat the Stormwater Quality Design Volume or Flow.

RELEVANT PROJECT EXPERIENCE

Camarillo Airport Airfield Drainage Study for Runway 8-26 and Taxiway Connectors | Ventura County Department of Airports
Multiple LID Reports for In-Fill Projects | County of Los Angeles, CA
Oxnard Green Alleys Masterplan Project | City of Oxnard, CA
Oak Park Green Streets Urban Retrofit | County of Ventura, CA
Ventura County Fire Headquarters and Training Facility Improvements | County of Ventura, CA
South Mountain Access Road | Santa Paula, CA
Todd Road Jail Improvements Project-Design Build | County of Ventura, CA
Channel Islands Landing Marina and Boatyard Improvements | Port Hueneme, CA
Creekside Road Improvements | City of Santa Clarita, CA

TRAVIS MAAG, P.E.- CIVIL AND STRUCTURAL DESIGN



LICENSING
Professional Engineer No. 83406, California

EDUCATION
B.S. Civil Engineering
California Polytechnic State University, San Luis Obispo, 2010

CONTINUING EDUCATION
PSMJ Project Management Bootcamp, 2018

PROFESSIONAL AFFILIATIONS
Member, American Society of Civil Engineers

Travis Maag has a degree from Cal Poly, San Luis Obispo and is a Senior Engineer with over 10 years of experience in general civil engineering design and civil structures engineering. His dual expertise is of exceptional value to the firm and an asset to each project he is involved in.

10 years+ of engineering design experience.

Specialized in
Civil Structures

Travis has applied knowledge of public and private roadway design, grading and drainage, storm drain design, sewer design, and land development in addition to an extensive range of structural design expertise.

Travis is well versed in the analysis, design, calculations, and details for various public and private improvement projects including roadway pavement design, site grading, various retaining wall systems, concrete slabs, drainage structures, bridge abutments, and other structures.

RELEVANT PROJECT EXPERIENCE

Avenue Scott Trailhead Connection | Santa Clarita, CA
Ave. Paine Retaining Wall Design | Santa Clarita, CA
Portola Road Improvements | Ventura, CA
Telegraph Road Improvements, Ventura, CA
Johnson Drive Improvements, | Ventura, CA
Telephone Road Improvements | Ventura, CA
Victoria Avenue Street and Accessibility Improvements | Ventura, CA
Carpinteria Pedestrian Crossing Improvements | Carpinteria, CA
Daily Drive Sidewalk and Street Improvements | Camarillo, CA
Arroyo Verde Park | Ventura CA
Ventura County Fire Headquarters and Training Facility | Camarillo, CA
Port of Hueneme Pavement Rehabilitation | Port Hueneme, CA
Port of Hueneme Bldg. 1A Demolition and Structural Paving Design | Port Hueneme, CA

JOSIAH JENISON, P.E., QSD, LEED - PROJECT MANAGEMENT, CIVIL DESIGN



LICENSING
Professional Engineer No. 77454, California

EDUCATION
B.S. Civil Engineering CA Polytechnic State University, San Luis Obispo, 2007

CERTIFICATIONS
LEED Accredited Professional, U.S. Green Building Council

California Certified Qualified Stormwater Pollution Prevention Plan Developer (QSD) #C7754

CONTINUING EDUCATION
PSMJ Project Management Bootcamp, 2018

PROFESSIONAL AFFILIATIONS
Member, American Society of Civil Engineers

Member, American Public Works Association

Project Manager with over **15 years** of experience with **Public Works Projects**

Josiah Jenison is a Senior Engineer with more than 15 years of civil engineering design experience encompassing residential, commercial, industrial, educational, and public infrastructure. As a successful engineer and project manager, he has utilized his extensive design knowledge to direct junior staff as well as maintain quality control, budgets and schedules.

Mr. Jenison is well versed in the design of many different types of development and infrastructure including grading and drainage, street improvements, storm drain, sewer, domestic water, fire water, and recycled water. He has extensive experience in the preparation of construction plans, estimates, specifications, hydrologic and hydraulic studies, water and sewer studies, and stormwater pollution prevention plans (SWPPP). Additionally, Mr. Jenison is well versed in the area of stormwater quality design and has designed many drainage systems that comply with LID/WQMP requirements in multiple jurisdictions.

Mr. Jenison's engineering experience spans much of Southern California including projects in Los Angeles, Ventura, Santa Barbara, Kern, San Bernardino, and Riverside Counties. He has developed and maintains a working knowledge of local City, County, and State engineering and environmental regulations.

RELEVANT PROJECT EXPERIENCE

2020-21 CIP, Phase II | Santa Clarita, CA
2020-21. CIP Phase III | Santa Clarita, CA
Sierra Highway Sidewalks | Santa Clarita, CA
Centre Pointe Parkway Sidewalks | Santa Clarita, CA
Golden Valley Road Curb and Gutter Project | Santa Clarita, CA
Soledad Canyon Road Median Modification | Santa Clarita, CA
Creekside Road Raised Crosswalks | Santa Clarita, CA
Avenue Paine Industrial Development | Valencia - Unincorporated LA County, CA
Port of Hueneme Parking Lot Redesign | Port Hueneme, CA
St Johns Seminary Residential Project | Camarillo, CA

JOSE ASCENCIO, P.E., QSD - CIVIL DESIGN, TRAFFIC DESIGN



Qualified Traffic Designer
With extensive experience in Street Improvements and ADA

Jose Ascencio joined Encompass Consultant Group in 2019. After earning his civil engineering degree from Cal Poly San Luis Obispo, he worked for an international engineering firm before joining our team. He has worked on a variety of projects, including numerous public works projects. He has completed projects in Ventura and Los Angeles Counties, though he has mainly focused his efforts on the City of Lancaster, California.

His range of work has consisted of grading design, hydrology calculations, cost estimates, bulbouts, and retrofits for ADA compliance. He is a qualified traffic designer and has extended experience in signing and striping for road widening projects. Jose has also been involved in projects that have required coordination between the City of Lancaster and Caltrans including the writing of Caltrans Stormwater Data Report (SWDR). Beyond his focus on public works projects, Jose has been involved in plan production for private residential projects and grading and drainage design for public schools.

LICENSING
Professional Engineer No. 87470, California

EDUCATION
BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, California, 2014

CERTIFICATIONS
California Certified Qualified Stormwater Pollution Prevention Plan Developer and Practitioner (QSD/P)

PROFESSIONAL AFFILIATIONS
Member, American Society of

RELEVANT PROJECT EXPERIENCE

City of Santa Clarita 2020-21 CIP Phase II | Santa Clarita, CA
City of Santa Clarita 2020-21 CIP Phase III | Santa Clarita, CA
10th Street W and Ave J Pedestrian and Bicycle Safety Improvements | Lancaster, CA
10th Street West Gap Closure | Lancaster, CA
35 Street West Street Improvements | Lancaster, CA
Avenue G and SR-14 Interchange | Lancaster, CA
20th Street West Street Improvements | Lancaster, CA
Avenue I and 10th Street West Intersection Improvements | Lancaster, CA
City of Oxnard Bicycle Facilities Northeast Community Specific Plan, | Oxnard, CA

DANIEL LOPEZ, P.E., QSD- CIVIL DESIGN, HYDROLOGY



LICENSING
Professional Engineer No. 87930, California

EDUCATION
BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, California, 2014

PROFESSIONAL AFFILIATIONS
Member, American Society of Civil Engineers

LANGUAGES
Fluent in Spanish (Written and Spoken)

Civil Designer with a focus on **Hydrology and Drainage Analysis**

Daniel Lopez joined Encompass Consultant Group in 2018 primed with over 3 years of professional civil engineering experience with a large, international firm. He has worked with many public agencies and is up to date on the standards and procedures related to public works projects. Mr. Lopez's civil design experience is all encompassing in areas of Civil Engineering Design and Hydrology services including site grading and drainage, flood control drainage systems and utilities, drainage analysis and reports, and SWPPP. Additional areas of proficiency include the design of roadways, pavement, site ADA accessibility, and performing site final grading inspection. His efficient and functional designs are an asset for keeping projects on time and within budget. Daniel has great communication skills, both orally and in writing, and he is fluent in Spanish.

RELEVANT PROJECT EXPERIENCE

Ventura County Fire Headquarters and Training Facility | Camarillo, CA
Wastewater Treatment Plant Storage Building | City of Ventura, CA
Campus Park ASRWell #1 Building Project | City of Oxnard, CA
Westridge Recycled Water Storage Tank | Santa Clarita Valley Water Agency, CA
Preparation of Standard Specifications and Standard Drawings, Santa Clarita Valley Water Agency | Santa Clarita, CA
Santa Carlita Valley Water Agency Conservation Gardens | Santa Clarita, CA
Bridgeport Pocket Park Project | Santa Clarita, CA
SCVWA-Catwalk Project for 3 Tank Sites | Santa Clarita, CA

JAMES FALLON, P.L.S. - PRINCIPAL SURVEYOR



James Fallon, P.L.S is our principal surveyor. With over 20 years of experience with GIS, Base Topographic Mapping, and Geodetic Control Surveys, he and his team are equipped to provide efficient and accurate data on which to build this project.

Over 20 years
of experience with Base Topographic Mapping, Geodetic Control Surveys and Geographic Information Systems

Mr. Fallon's experience encompasses a wide variety of land surveying and geomatics projects. He has been responsible for the direct management and production of survey tasks in support of public works and private land development projects, both in the field and in the office. Work performed includes topographic mapping, monument preservation, public agency map and document review, geodetic control networks, boundary surveys, easement and legal description preparation, subdivision mapping, lot line adjustments, ALTA land title surveys, condominium plans, right of way acquisition surveys, construction staking, and data acquisition for Geographic Information Systems (GIS). His work includes numerous public infrastructure projects, encompassing many miles of corridor surveys for design improvements in Ventura, Los Angeles and Santa Barbara Counties. James has extensive experience with static GPS, real-time kinematic GPS and GPS control networks utilizing Continuously Operating Reference Stations (CORS) through both the National Geodetic Survey (NGS) and California Spatial Reference Center (CSRC). Mr. Fallon is thoroughly familiar with AutoCAD Civil 3D, the Microsoft Office Suite, Trimble GPS processing software, ESRI ArcGIS and major surveying data collection and network adjustment software packages.

LICENSING
Professional Land Surveyor
No. 7807, California

EDUCATION
B.S. Surveying Engineering,
California State University
Fresno, 1999

PROFESSIONAL AFFILIATIONS
Past Officer, California Land Surveyors Association, State & Channel Islands Chapter

Past President, ACEC, Channel Coast Chapter

Past Committee Member, Channel Islands CLSA Chapter - Joint Professional Practices Committee

Member, International Right of Way Association (IRWA)

EXPERIENCE -PUBLIC AGENCIES

City of Santa Barbara On-Call Surveying Services - Contract Manager, Principal Surveyor
County of Santa Barbara Surveying Services - Contract Manager, Principal Surveyor
City of Camarillo On-Call Services - Principal Surveyor
County of Los Angeles On-Call Surveying Services - Contract Manager, Principal Surveyor
City of Ventura On-Call Surveying Services - Principal Surveyor
City of Thousand Oaks On-Call Surveying Services - Principal Surveyor
City of Lancaster On-Call Survey Services - Contract Manager, Principal Surveyor
City of Oxnard Subdivision Map Review - Contract Manager, Principal Surveyor
City of Oxnard Survey and Plan Check Services - Contract Manager, Principal Surveyor
Santa Clarita Valley Water Agency On-Call Services - Principal Surveyor
Camarillo & Oxnard Airports, Ventura County, CA - Principal Surveyor
Casitas Municipal Water District, Ojai, CA - Principal Surveyor
California American Water, Southern California - Principal Surveyor
United Water Conservation District, Ventura County, CA - Principal Surveyor

BEN HARDIN, P.L.S.- SURVEY PROJECT MANAGER



LICENSING
Professional Land Surveyor No. 8552, California

FAA UAS Certified Remote Pilot, Certificate No. 4183657

EDUCATION
B.S., Geomatics Engineering, California State University, Fresno, California, 2003

PROFESSIONAL AFFILIATIONS
Corporate Member, American Society for Photogrammetry and Remote Sensing (ASPRS)

Corporate Member, California Land Surveyors Association (CLSA)

More than **15 years** of survey experience in Ventura County

Skilled in high production GPS surveys including **Real Time Kinematic** and **Virtual Reference Network** surveys

Ben Hardin joined Encompass Consultant Group in 2018 with over 15 years of experience in land surveying. He completed his Bachelor of Science degree in Geomatics Engineering at California State University Fresno in 2003. Ben has managed and performed all types of surveys, including boundary and, topographic surveys, ALTA land title surveys, legal description preparation, annexations, control network surveys, preparation and finalization of final and parcel maps, record of survey maps, and precise monitoring surveys. He has also managed construction staking teams running 2 to 3 full-time field crews that operated at multiple job sites across Los Angeles, Ventura, and Santa Barbara Counties. Additionally, Ben has extensive experience in high production GPS surveys such as Real Time Kinematic and Virtual Reference Network surveys, Unmanned Aircraft System (UAS) surveys, and 3D terrestrial laser scanning and is an **FAA Certified Drone Operator**. He is currently a senior staff member in the Camarillo office.

EXPERIENCE -PUBLIC WORKS

Oxnard Alleys Reconstruction Project, Oxnard, CA
Oxnard Green Alleys, Oxnard, CA
Oxnard High Transportation Facility, Oxnard, CA
City of Ventura 2020 Street Improvements, Ventura, CA
Ventura County Fire Training Center and New Headquarters, Camarillo, CA
Arroyo Verde Park Improvements, Ventura, CA
People's Self Help Housing Cypress Road, Oxnard, CA
Thousand Oaks Water Line Reducing Stations, Thousand Oaks, CA
Carpinteria Pavement Rehabilitation Project, Carpinteria, CA
Pedestrian Crossing Safety Improvements, Carpinteria, CA
Ojai Fire Station #20, Ojai, CA
Modoc Road Bike Path Improvements, Santa Barbara, CA
Santa Clarita Valley Water District Westridge Tank Upgrades, Santa Clarita, CA

SUBCONSULTANTS

KEY STAFF

QUALIFICATIONS

LIN Consulting, Inc.

Traffic, Civil, and Electrical Consulting Engineers



LIN Consulting, Inc.

Tracy Moriya
Senior Project Manager

21660 Copley Dr., Ste. 270
Diamond Bar, CA 91765

(909)396-6850 ext. 120

tmoriya@linconsulting.com

LIN Consulting, Inc. (LCI) a California corporation founded in 1997 specializes in traffic, civil, and electrical engineering. LCI is a certified small business enterprise (SBE), underutilized disadvantaged business enterprise (UDBE), minority business enterprise (MBE), community business enterprise (CBE), and micro-business enterprise (SB-Micro), as listed by the State of California and various other agencies in the State. LIN Consulting was founded on the principle of providing high-quality professional services; on time and within budget. Having participated in numerous projects of various types and scales, our accomplished team has amassed a considerable amount of traffic, civil, and electrical engineering experience working with counties, cities, and the State, as well as with private owners and developers. Selected by Los Angeles Business Journal as Top 100 Minority-Owned Business in LA County since 2012, LIN Consulting will undoubtedly continue to provide top-notch engineering services to its clients for years to come.

For over 21 years, LCI has been providing first-class traffic engineering services to various private and public agencies throughout Southern California. LCI staff is knowledgeable of local processes and regulations needed to perform the required services. LCI'S engineering services include, but are not limited to, traffic and parking studies, worksite traffic control plans, signal timing and coordination plans, conceptual design, and grant writing.

Earth Systems



Earth Systems Southern California

Patrick Boales, President
Senior Engineering Geologist

1731-A Walter Street
Ventura, CA 93003

(805) 642-6727

pboales@earthsystems.com

Since 1969, **Earth Systems** has been offering services that include preliminary geotechnical investigations, consultation during plan preparation, observation and testing during grading, and special inspection for compliance with project specifications.

Earth Systems testing and inspection staff is certified by DSA, Caltrans, ICC, NICET, AWS, and ACI, as appropriate, for soils, reinforced concrete, pre-stressed concrete, asphalt, structural masonry, fireproofing, high strength bolting, structural steel, and welding.

Earth Systems maintains certified soil engineering laboratories in our Ventura and Palmdale locations. These laboratories are among the most comprehensive and certified testing labs within the region. They have the capacity to perform dozens of tests upon soils, concrete, asphalt, masonry, and other building materials. All laboratory equipment is calibrated annually or in accordance with the equipment manufacturer recommendations. Tests are conducted by trained technicians in accordance with Caltrans, ASTM, AASHTO, and other appropriate laboratory standards. We follow the protocols of an in-house Quality Assurance Program that meets the requirements of oversight agencies such as DSA, Caltrans, AASHTO, AMRL, and CCRL.

KEY STAFF





Pacific Coast Land Design, Inc.

Principal Mike Zielsdorf, R.L.A.
CA LIC. 6044

461 E. Main Street
Ventura, CA 93001

(805) 644-9697

mike@pc-ld.com

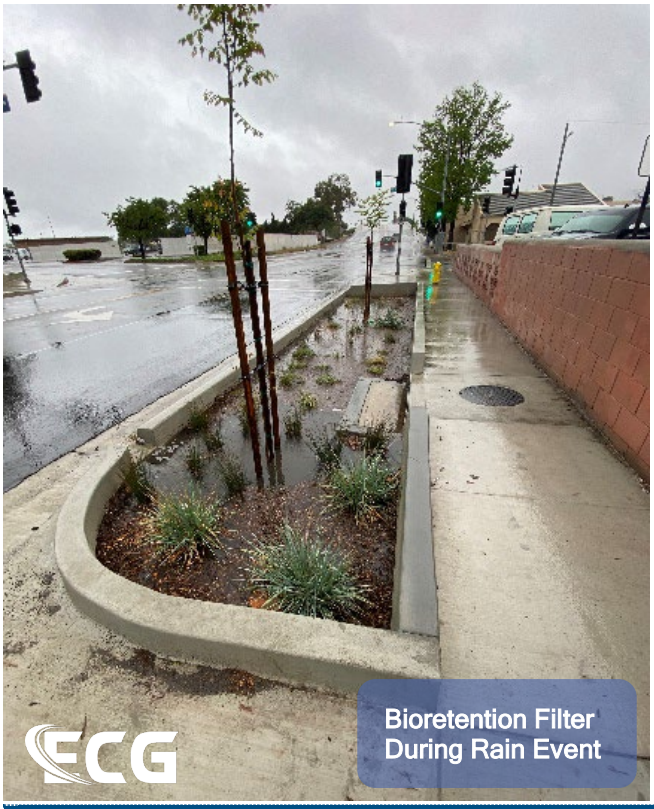
QUALIFICATIONS

Pacific Coast Land Design, Inc. (**PCLD**) was founded in 1983 and incorporated in 2011. The nine person firm consists of one principal, four landscape architects (three of which are LEED accredited professionals), additional design staff and an office manager.

PCLD has broad community planning/design and CIP experience over a span of more than 35 years. PCLD's strength in leading the development of complex, unique public projects is our most important attribute. PCLD has an unparalleled understanding of Southern California plant palettes and water reduction practices adapted for the individual climates within Southern California.

PCLD maintains an equal balance between public and private sector projects. This balance is key, allowing the firm to develop solutions that enrich the outdoor built environment for all users. Through the development of beautiful, resilient, energy conserving landscapes, the firm strives to connect people with both the natural and built outdoor environment. The firm is well versed in landscape renovation for existing sites, which makes up a large part of the current office workload. PCLD has extensive experience in the Southern California region and a proven record of transportation and public focused project work including, pedestrian/bicycle infrastructure, streetscapes supporting Transit Oriented Development, and numerous Capital Improvement Projects.

RELEVANT EXPERIENCE





LA COLONIA GREEN ALLEYS PROJECT- 2021
City of Oxnard

PROJECT TEAM

Project Manager: Tristan Santos, P.E., QSD
Design Engineers: Jose Ascencio, P.E, QSD
Survey & Mapping: James Fallon, P.L.S.
QA/QC: Sal Contreras, P.E.

CLIENT

Pacific Coast Land Design

CONTACT

Mike Zielsdorf, R.L.A.
461 E. Main Street
Ventura, CA 93001
(805) 644-9697

mike@pc-ld.com

This environmentally focused project included the development of **stormwater, traffic calming treatments** and environmental impact options for La Colonia neighborhoods. Stormwater options for primary and secondary treatment techniques included, permeable pavement, **bio-retention,** rain barrels and proprietary treatment. Environmental impact options such as high albedo pavement, recycled material construction and tree planting were also investigated. Traffic calming and safety options included lane width reduction, raised pedestrian crossings, speed reduction measures, lighting, and travel mode separation. Topographic basemaps were prepared by the ECG survey team.



ARROYO VERDE PARK - 2020

City of Ventura

PROJECT TEAM

Project Manager: Travis Maag, P.E.
Design Engineer: Travis Maag, P.E.
Survey & Mapping: James Fallon, P.L.S.
QA/QC: Sal Contreras, P.E.

CLIENT

City of Ventura

CONTACT

Nancy O'Connor
501 Poli St. Rm 120
Ventura, CA 93002

(805) 658-4726

noconnor@cityofventura@ca.gov

This project was contracted as part of an on-call agreement in conjunction with **Pacific Coast Land Design (PCLD)** landscape architects, The ECG survey team provided topographical survey for this project including existing ground elevations and location existing surface features such as tree locations, utility valve covers, meter boxes, grade breaks, curb, gutters and walkways. Our team presented Civil recommendations including existing utility relocations, grading and drainage improvements, and ADA accessibility. ECG participated in meetings with the City and provided additional recommendations per city comments. This project was recently awarded an **APWA Project of the Year for 2023**.



CITY-WIDE CIRCULATION IMPROVEMENT PROJECT, PHASE II AND III - 2021

City of Santa Clarita

PROJECT TEAM

Project Manager: Josiah Jenison, P.E.
Design Engineer: Jose Ascencio, P.E.
Survey & Mapping: James Fallon, P.L.S.
QA/QC: Sal Contreras, P.E.

CLIENT

City of Santa Clarita

CONTACT

Leslie Frazier, Associate Engineer
23920 Valencia Blvd.
Santa Clarita, CA 91355

(661) 286-4172

lfrazier@santa-clarita.com

ECG was contracted to provide Civil Engineering design and Land Surveying services for two separate phases of the 2020-2021 Circulation Improvement Program.

Phase II consisting of three Locations on Wiley Canyon Road, Newhall Ranch Road and Bouquet Canyon Road included the modification of medians at three (3) signalized intersections. Improvements include turn lane additions, striping and signage improvements, street median modifications and signal modifications.

Phase III has entailed circulation improvements in five locations that will be realized in multiple future construction phases. Improvements include multiple turn lane additions, striping and signage improvements, street median modifications, street widening with bicycle buffers, a bus stop relocation and signal modifications.

This project included the coordination of subconsultants fully managed by ECG's project managers.



GOLDEN VALLEY ROAD CURB AND GUTTER PROJECT - 2022

City of Santa Clarita

PROJECT TEAM

Project Manager: Josiah Jenison, P.E, QSD
Design Engineer Jose Ascencio, P.E, QSD
Survey & Mapping: James Fallon, P.L.S.
QA/QC: Sal Contreras, P.E

CLIENT

City of Santa Clarita

CONTACT

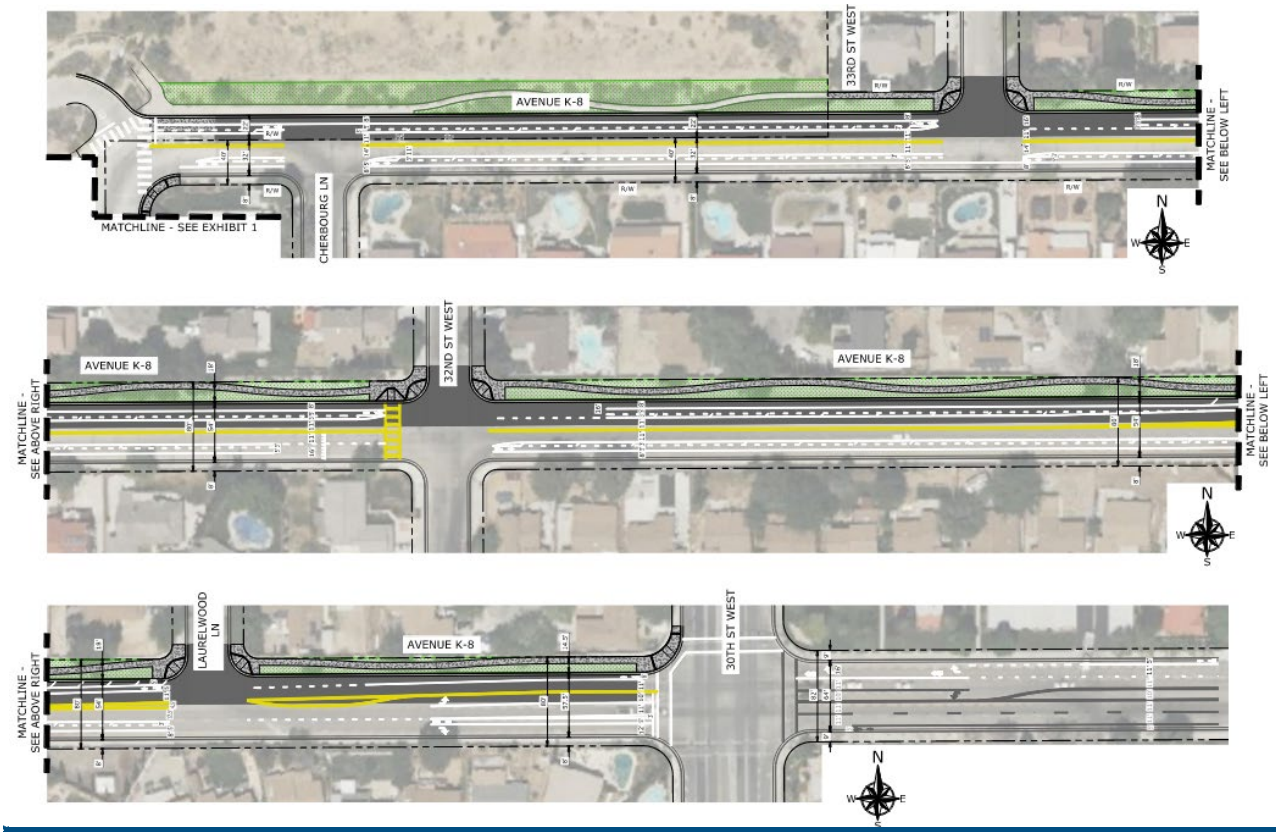
Ramiro Fuentes
23920 Valencia Blvd, Suite 140
Santa Clarita, CA 91355

(661) 857-7211

rfuentes@santa-clarita.com

This roadway improvement project for the City of Santa Clarita includes construction of a new curb and gutter on the east side of Golden Valley Road from Centre Pointe Parkway to roughly 1000' northwest of Robert C. Lee Parkway and on the west side of Golden Valley Road from to Sierra Highway with a project length spanning approximately 2 miles. The intent was this project is to improve roadway drainage and improve pedestrian connectivity along Golden Valley Road. Required tasks for this project included detailed topographic survey, grading and drainage, plan and profile, curb and gutter plans and storm drain improvements.

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35TH STREET WEST IMPROVEMENTS - 2022
City of Lancaster

PROJECT TEAM

Project Manager: Sal Contreras, P.E.
Design Engineer: Jose Ascencio, P.E.
Survey & Mapping: James Fallon, P.L.S.
QA/QC: Glen Pace, P.E

CLIENT

City of Lancaster

CONTACT

Sheila Niebla
44933 Fern Ave
Lancaster, CA 93534

661-723-6198
sniebla@cityoflancasterca.org

ECG is contracted to provide Civil Engineering and Land Surveying services for this multi-phase street improvement project on 35th St West. 35th St West serves as a gateway to the Prime Desert Woodland Preserve and the City of Lancaster wants to enhance the aesthetic of the corridor while providing additional street side parking and maintaining the current road diet. The project consists of 1,900 LF of street improvements in Phase 1 and 700 LF in Phase 2. The planned street improvements include pavement rehabilitation, striping and signage, a bike lane, a widened pedestrian corridor with a landscaped parkway, sidewalks, AC paving and accessible pedestrian curb ramp improvements. Community outreach was performed with resolution of right of way conflicts.



10TH STREET WEST AND AVENUE J IMPROVEMENTS - 2021

City of Lancaster

PROJECT TEAM

Project Manager: Sal Contreras, P.E.
Design Engineers: Josiah Jenison, P.E., Jose Ascencio, P.E.
Survey & Mapping: James Fallon, P.L.S.
QA/QC: Glen Pace, P.E

CLIENT

City of Lancaster

CONTACT

Dao La, Development Services
615 W Avenue H
Lancaster, CA 93534

(661) 723-6177
dla@cityoflancasterca.org

This current ECG project includes design improvements for an approximately 3-mile section on two major arterial streets in Lancaster, CA. This project included typical pedestrian and bicycle improvements to construct curb, gutter, sidewalk, and ADA curb ramps with curb extensions and/or bulb-outs, minor traffic signal modifications (pedestrian push buttons), minor street widening, pavement repair, slurry seal, street tree removal and replacement, bus stop improvements, and existing driveway apron replacements with ADA compliant driveway aprons. The existing striping was removed and replaced with new striping along the entire project corridor to accommodate new bike lanes with painted buffered lanes, and some on-street parking. Coordination was performed to monitor existing utilities and their relocation. Community outreach as required and performed along with resolution of right of way conflicts. This project was federally funded and executed in accordance with Caltrans Local Assistance Procedures Manual (LAPM), Local Assistance Program Guidelines (LAPG), and the City's federal funding agreements to ensure compliance with all Federal requirements.

2017-2018 MAINTENANCE PROGRAM ROAD IMPROVEMENTS, through 2020
City of Ventura

PROJECT TEAM

Project Manager: Sal Contreras, P.E.
Design Engineers: Josiah Jenison, P.E., Travis Maag, P.E.
Survey & Mapping: James Fallon, P.L.S.
QA/QC: Glen Pace, P.E

CLIENT

City of Ventura

CONTACT

Mark Garcia, P.E., Public Works Dept.
501 Poli Street
Ventura, CA 93002

(805) 658-4789
mgarcia@cityofventura.net



The City of Ventura 2017-2018 Maintenance Program was a city-wide initiative to improve pavement conditions and pedestrian safety. The following projects were issued under the program and completed by ECG on an on-call basis as contracted by the City of Ventura.

PORTOLA ROAD IMPROVEMENTS

This project to repair or reconstruct portions of Portola Road was part of the 2017-2018 maintenance program and issued as part of an on-call contract. The project area covered Telephone Road to Ralston Street. The repairs included pavement maintenance, pavement evaluations, sidewalk and ADA ramp improvements striping and signage and drainage repairs as related to the curb and gutters. Survey work included conventional topographic measurements combined with ground based lidar (scanning) to provide greater detail and crew safety.

TELEGRAPH ROAD IMPROVEMENTS

The Telegraph Road improvement project consisted of road repair and reconstruction for approximately 2900 LF of Telephone Road from Main Street to McGrath Street. The repairs included pavement grind and overlay, full-depth pavement repair, sidewalk and ADA ramp improvements, drainage repairs, and bicycle lanes. striping and signage plans. Survey work included conventional topographic measurements combined with ground based lidar (scanning) to provide greater detail and crew safety. Project was issued under an on-call contract.

SB-1 JOHNSON DRIVE IMPROVEMENTS

As part of an on-call contract, ECG was enlisted to aid in the repair and reconstruction of approximately 4300 LF of Johnson Drive from the US-101 Overpass to Bristol Road as part of the California SB-1 Road Repair and Accountability Act. Our team provided topographic mapping and engineering design. The repairs included pavement grind and overlay, full-depth pavement repair, sidewalk and ADA ramp improvements, median reconstruction with pedestrian cut-throughs, and drainage repairs. The project also included bicycle lanes, striping and signage plans.

TELEPHONE ROAD IMPROVEMENTS

The Telephone Road improvement project consisted of road repair and reconstruction for approximately 3100 LF of Telephone Road from Main Street to McGrath Street. The repairs included pavement grind and overlay, full-depth pavement repair, sidewalk and ADA ramp improvements, drainage repairs, bicycle lanes and striping and signage plans. Survey work included conventional topographic measurements combined with ground based lidar (scanning) to provide greater detail and crew safety. Project was issued under an on-call contract.

PROJECT MANAGEMENT SYSTEM

ECG has put together a team with experience working seamlessly with public agencies and other consultants to effectively complete projects for the City of Santa Paula. Our commitment to designing functional, efficient, cost effective, and long-lasting public improvements is our driving force. We excel at finding creative solutions to challenging engineering problems. Our team of engineers and surveyors has a familiarity with the local rules and regulations and works to identify challenges early which repeatedly results in successful project delivery. They possess the knowledge and expertise to consistently produce well-designed, constructible projects that are delivered on time and within budget. We recognize the importance of **adherence to quality assurance and quality control** and how these efforts directly result in minimal construction change orders and minimal plan check comments for our clients.

Based on our experience the following list of critical activities are important project management elements of each project and keys to making the project a success for all involved:

1. ## Project Constraints

   At the beginning of each project, developing a list of known constraints is critical in order to avoid any unforeseen conditions. A little effort in the beginning can save a lot of time and expense later. Some constraints include, but not limited to:

   - Environmental
   - Utility relocations
   - ADA deficiencies
   - Identify applicable standards and improvements associated with City Master Plan
   - Identify drainage deficiencies
   - Identify stormwater quality mitigation requirements
   - Budget

2. ## Project Scope of Work

   The success of a project starts long before the technical design has begun. Developing a solid understanding of the project scope and design considerations to be incorporated into the project lays the groundwork for all subsequent tasks. This is typically accomplished with a site visit and meeting between the City's Project Manager, ECG's Project Manager, and any other key stakeholders. Decisions made during this phase will carry through the entire project. We value and respect the needs of the City, recognizing that each project is unique and important. Based on the list of anticipated projects provided in the RFQ, the general scope of work for civil engineering services which ECG is ready to provide to the City include, but are not limited to, the following:

- Feasibility/concept plan studies and recommendations
- Stormwater Analysis
- Preliminary Design Reports
- Ventura County MS4 Permit
- Storm Water Pollution Prevention Plans (SWPPP)
- Permit processing
- Perform field surveys for design
- Prepare right of way maps and legal descriptions
- Plans, Specifications, and Estimates
- Prepare record drawings and existing utility research
- Provide construction contract reviews and recommendations
- Perform construction phase services
- Pavement evaluations and design
- ADA evaluations
- Roadway Improvements
- Utility Improvements
- Structural design and calculations
- Construction Document preparation
- Striping and Signage

3. **Project Budget**

Ensuring that the entire project team understands the budget for each individual task is critical in preventing project overruns. Keeping the team informed of the overall construction and project budgets allows for team members to provide a more valuable and meaningful level of service. Understanding design fee budgets from the beginning will help minimize change order requests, while the understanding of overall project budgets can help minimize changes during construction. ECG project managers utilize BigTime budget tracking software to monitor project budgets on a daily basis.

4. **Project Schedule**

Many projects operate on the ASAP schedule which can result in inefficient designs and has the potential to increase costs. Establishing a reasonable project schedule and getting buy-in from the entire team at the beginning of the project allows for increased probability of success while minimizing stress and conflict as the project progresses. ECG project managers utilize MS Project to develop, set project milestones and track progress and resources.

5. **Desired Project Outcome**

Having a clear picture of the City's desired end result will help clarify decisions throughout the design process while providing a reference point to be used for evaluating progress along the way. This well-defined understanding will help guide the team to successful project completion.

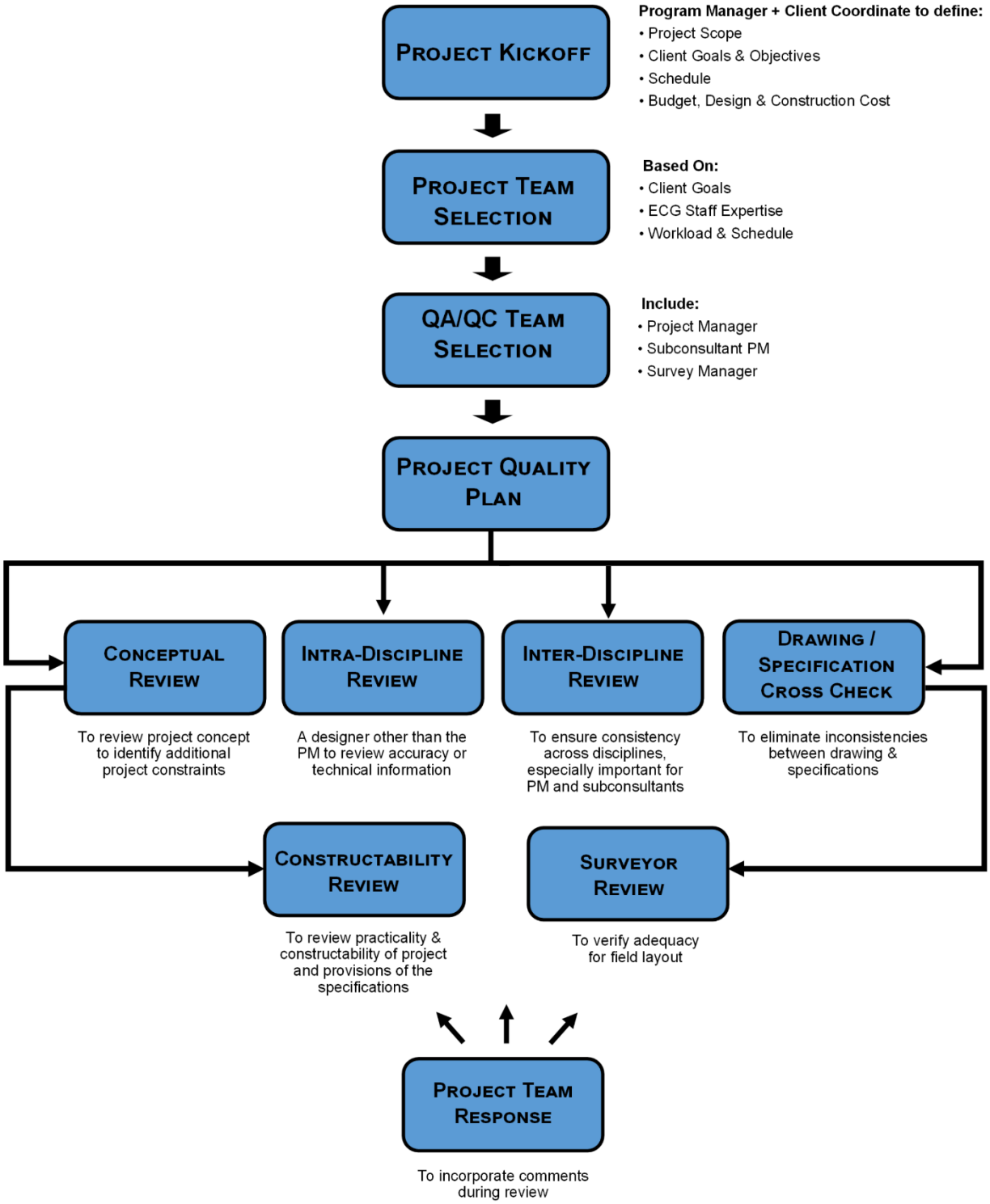
6. **Communication**

A wise engineer once stated that "the only bad communication is no communication." Time after time this has proven true; open, honest, and clear communication will often help ensure that the project stays on the path toward success. With today's Covid-19 guidelines, ECG is prepared to continue communication as seamlessly as possible utilizing web conferencing and screen sharing technology in lieu of face to face meetings.

7. **Quality Control / Quality Assurance**

ECG has developed a QA/QC plan to be implemented by project managers. Our procedures will help ensure high-quality services that satisfy the City's needs. Quality professional work is the cornerstone of ECG's business. The program includes a project team review, an independent review, and a constructability review prior to final plan submittal. An overview of this plan is provided here. A full written copy of our company's Quality Assurance plan is available upon request.

Quality Assurance and Quality Control Plan



HOURLY RATE SCHEDULE

Engineering

Designer	$98
Senior Designer	$140
Assistant Engineer I	$125
Assistant Engineer II	$140
Associate Engineer	$165
Senior Engineer I	$180
Senior Engineer II	$196
Principal Engineer I	$216
Principal Engineer II	$240

General

Technical/Clerical Support	$80
Testimony (Trial or Deposition)	2.5 x Hourly Rate
Special Consultant	$250
(Principal with specialized skills in engineering, geomatics or planning)	
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10

Geomatics (Surveying & Mapping)

Surveying Technician	$98
Assistant Surveyor I	$125
Assistant Surveyor II	$140
Associate Surveyor	$165
Senior Surveyor I	$180
Senior Surveyor II	$196
Principal Surveyor I	$216
Principal Surveyor II	$240
One-Man Survey Crew	$180
Two-Man Survey Crew	$263
Three-Man Survey Crew	$371
One-Man Survey Crew (Prevailing Wage)	$191
Two-Man Survey Crew (Prevailing Wage)	$288
Three-Man Survey Crew (Prevailing Wage)	$433

* The above billing rates are for straight time (non-overtime) work. Overtime and Saturdays will be charged at 150% of the standard hourly rates. Sundays and holidays will be charged at 200% of the standard hourly rates.
* 'Prevailing Wage' rates are used for field work on projects subject to federal or state prevailing wage law and are subject to increases in accordance with the CA Dept of Industrial Relations.
* The above billing rates are subject to change annually for multiple-year contracts in conjunction with labor cost increases.

ADDITIONAL REQUIREMENTS

LAWSUIT/LITIGATION HISTORY

ECG does not currently have, nor has had in the past years, any lawsuit or arbitration proceedings initiated by or against the firm.

FINANCIAL INTERESTS

To the best of our knowledge, no actual, apparent, direct or indirect, financial relationships or potential interests exist in the past or present with respect to ECG or any employees and any members of Santa Paula City Council or Staff.

PUBLIC WORKS CONTRACTOR REGISTRATION (DIR)

Registration No. 1000037899

Contractor Information

Legal Entity Name
ENCOMPASS CONSULTANT GROUP, INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000037899
Registration effective date
7/1/2022
Registration expiration date
6/30/2023
Mailing Address
333 N. LANTANA STREET, SUITE 287 CAMARILLO 93010 ...
Physical Address
333 N. LANTANA STREET, SUITE 287 CAMARILLO 93010 ...
Email Address
Trade Name/DBA
License Number(s)
Surveyor:7807
Surveyor:7807

Registration History

Effective Date	Expiration Date
5/6/2018	6/30/2019
5/16/2017	6/30/2018
5/12/2016	6/30/2017
5/9/2016	6/30/2016
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2022
7/1/2022	6/30/2023

ADDENDA ACKNOWLEDGEMENT

✓ Addendum No. 1, Received May 16, 2023

CITY OF SANTA PAULA

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)
FOR
ON-CALL ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

PROPOSALS ARE DUE: Not later than 3:00 P.M. Wednesday, May 24, 2023, electronically to engineer@spcity.org.

The City of Santa Paula (City) is inviting engineering and professional firms to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Engineering and Professional Consulting Services ("Services"), which shall be provided under the general direction of the Public Works Director or their designee.

A searchable pdf less than 10mb in size of the proposal shall be submitted electronically to the following:

Tatiana Arnaout, engineer@spcity.org

The response shall include a copy of this form and be signed by the company's authorized representative.

I have read, understood, and agree to the terms and conditions on all pages of the RFQ. The undersigned agrees to furnish the services stipulated in this RFQ.

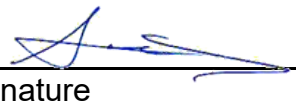
Encompass Consultant Group, Inc.	333 N. Lantana Street, Suite 287, Camarillo,CA 93010
Company	Address
Sal Contreras P.E.	
Name (Print)	Signature
(805) 322-4443 x201	Vice President
Company Phone No.	Title

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

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

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

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

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

_____
_____attached _____proposal dated _____(Exhibit A).

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

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

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

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

_____ _____

Dan Singer,
City Manager

Date

EXHIBIT "C"

Compensation

[Attached behind]

HOURLY RATE SCHEDULE

Engineering

Designer	$98
Senior Designer	$140
Assistant Engineer I	$125
Assistant Engineer II	$140
Associate Engineer	$165
Senior Engineer I	$180
Senior Engineer II	$196
Principal Engineer I	$216
Principal Engineer II	$240

General

Technical/Clerical Support	$80
Testimony (Trial or Deposition)	2.5 x Hourly Rate
Special Consultant	$250
(Principal with specialized skills in engineering, geomatics or planning)	
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10

Geomatics (Surveying & Mapping)

Surveying Technician	$98
Assistant Surveyor I	$125
Assistant Surveyor II	$140
Associate Surveyor	$165
Senior Surveyor I	$180
Senior Surveyor II	$196
Principal Surveyor I	$216
Principal Surveyor II	$240
One-Man Survey Crew	$180
Two-Man Survey Crew	$263
Three-Man Survey Crew	$371
One-Man Survey Crew (Prevailing Wage)	$191
Two-Man Survey Crew (Prevailing Wage)	$288
Three-Man Survey Crew (Prevailing Wage)	$433

* The above billing rates are for straight time (non-overtime) work. Overtime and Saturdays will be charged at 150% of the standard hourly rates. Sundays and holidays will be charged at 200% of the standard hourly rates.
* 'Prevailing Wage' rates are used for field work on projects subject to federal or state prevailing wage law and are subject to increases in accordance with the CA Dept of Industrial Relations.
* The above billing rates are subject to change annually for multiple-year contracts in conjunction with labor cost increases.

Attachment 3

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND LSY ENTERPRISE, INC

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

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of September, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and LSY Enterprise, Inc., a California corporation, with its principal place of business at 26032 Laguna Court, Santa Clarita, CA 91355 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

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

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

necessary to complete the Services.

3.2 Compensation.

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

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

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

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

3.3 Responsibilities of Consultant.

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

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

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

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

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 Andrew Yi, PE, TE, 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: LSY Enterprises, Inc.
26032 Laguna Court
Santa Clarita, CA 91355
ATTN: Andrew Yi, PE, TE

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

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions.

The requirements in this section shall apply to the extent FEMA financial assistance will be used to fund all or a portion of this Agreement. 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 LSY ENTERPRISE, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer, City Manager

Approved as to Form:

_____
Monica Castillo,
Interim City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

LSY ENTERPRISE, INC.

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

By: Andrew Yi Digitally signed by Andrew Yi DN: C=US, E=Andrewyi@lsy-enterprise.com, O="LSY Enterprise, Inc.", CN=Andrew Yi Date: 2023.09.21 20:25:58-07'00'

Its: Principal

Printed Name: Andrew Yi

By: _____

Its: Owner

Printed Name: Ellen Yi

EXHIBIT "A"

SCOPE OF SERVICES

AND

COMPENSATION

[Attached behind]

Statement of Qualifications for City of Santa Paula's On-Call Engineering and Professional Consulting Services

Service Category 7: Traffic Engineering

Submitted By:

LSY Enterprise, Inc.

Authorized Representative and Contract Signatory: Andrew Yi, P.E., T.E., Principal
Phone: 661-510-0504
Email: andrewyi@lsy-enterprise.com

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1. Letter of Transmittal

Tatiana Arnaout, Deputy City Engineer
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

May 24, 2023

RE: Statement of Qualifications for City of Santa Paula's On-Call Engineering and Professional Consulting Services – Service Category 7: Traffic Engineering

Dear Deputy City Engineer Arnaout,

LSY Enterprise Inc. (LSY Enterprise) is pleased to submit this statement of qualifications to provide the **City of Santa Paula (City)** with On-Call Engineering and Professional Consulting Services in the area of Traffic Engineering. We are a boutique consulting firm can provide your city with tailored, comprehensive, and vision-driven services informed by decades of professional public and private sector experience.

LSY Enterprise is led by **Andrew Yi, PE., T.E.** who is equipped with over three decades of traffic engineering, transportation planning, and land development engineering experience with local municipalities throughout Southern California. After a 17-year tenure serving as the City Traffic Engineer/Assistant City Engineer for the City of Santa Clarita, Andrew went on to apply his knowledge to problem-solving for challenges and issues in other cities, providing services ranging from on-call traffic engineering services, staff training, signing and striping design, traffic plan reviews, traffic signal design and signal system operation, including development and implementation of signal timing coordination. He is also a champion for safety projects and preventative action involving schools and neighborhood traffic.

Andrew will serve as the Project Manager and will be supported by an established and communicative team throughout this engagement. All services will be provided in-house. LSY Enterprise looks forward to this opportunity to further the City's objectives and endeavors. Please contact me at **andrewyi@lsy-enterprise.com** or **(661) 510-0504** if you have questions or concerns.

Sincerely,



Andrew Yi, P.E., T.E.
Project Manager

LSY Enterprise, Inc.
26032 Laguna Court
Valencia, CA 91355
As Owner of the Firm, Andrew is authorized to bind the Company to its provisions.

2. Firm Information & Qualifications

LSY Enterprise is an incorporated boutique consulting firm operating from its office in Santa Clarita, CA. After over three decades in the public sector, including serving as the City of Santa Clarita's City Traffic Engineer/Assistant City Engineer, Andrew established LSY Enterprise in 2020 to share his perceptivity to the management of sensitive issues and multi-stakeholder projects involving public officials, private citizens, special interest groups, and developers. He assists other cities, including the nearby City of Oxnard, strategize, develop, and implement their own traffic plans, studies, policies, and training for their staff as needed. Key areas of support include traffic engineering, traffic signal system, field services, and land development (private development/entitlement).

LSY Enterprise is supported by three staff and possesses the technical and financial resources to lead and administer your city's project needs. Currently, the firm is acting as an on-call consultant to City of Oxnard and consultant on specific projects with the cities of Lancaster and Palmdale.

Relevant Firm Capabilities and Experience

LSY Enterprise successfully provides the following traffic engineering capabilities: developing, operating, and maintaining traffic signal systems and Intelligent Transportation Systems (ITS), preparing traffic plan reviews, safety studies (including traffic signal and stop and crossing guards), traffic impact analysis/review, school and neighborhood traffic evaluations, and establishing speed limits. Our capabilities are expanded upon on the following pages. Recent project experience relevant to the City's proposed scope of work is highlighted on page 6.

SURVEYS AND STUDIES

Engineering studies can be prepared in response to citizen requests for traffic control device installations and modifications, such as stop signs, traffic signals, crosswalks, traffic channelization, and speed zones. These studies will typically include a review and preparation of the following deliverables:

- Traffic Collisions
- Traffic Count and/or Speed Survey Data
- Field Review of Existing Traffic Control Devices and Motorist/ Pedestrian/Bicyclist Behavior
- Corner Sight Distance Analysis
- Minimum Stopping Sight Distance Analysis
- Warrant Studies (Based on the
- CA-MUTCD and City guidelines)
- Discussions with City Staff Regarding Findings and Recommendations
- Preparation of Concept/Final Plans (as needed)
- Report Summarizing Findings and Recommendations
- Presentation of Study at Community/City Council Meetings (if requested)

Intersection control studies typically include a review of traffic collisions, traffic counts, speed survey data, field review of existing traffic control devices, physical constraints, and assessment of traffic level of service (LOS). Short and long-term remedies can be recommended based on evaluation (most cost-effective method).

Safety studies should analyze collision history, traffic data, field conditions, motorist behavior, and traffic flow dynamic on roadways and intersections. The proposed mitigation measures for safety improvements should also be evaluated for potential adverse impacts or other improvements. For example, a multiway stop installation may divert traffic to an adjacent street or intersection, or a protected left-turn may require median modification to additional left-lane storage. Our team would conduct a before/after evaluation to assess the effectiveness of the implemented mitigation measures as well as applicability to other similar locations in the City.

Engineering and traffic surveys (E&TS) will be conducted in compliance with the California Vehicle Code (CVC) and appropriate engineering judgment. While acting as the City of Santa Claritas City Traffic Engineer, Andrew oversaw multiple speed survey studies and the establishment of speed limits. **Most recently, LSY Enterprise conducted speed survey studies for the cities of Oxnard, Lancaster, and Palmdale and established speed limits for over 620 streets segments.**

REVIEWS AND EVALUATIONS

Traffic impact studies and reviews can include assessment of the following areas: on-site circulation and project access, study intersections, project trip generation and assignment, LOS methodology and assumptions, accuracy of analysis and conclusions, and appropriateness and feasibility of proposed mitigation measures. LSY Enterprise can prepare memorandums to summarize findings.

Multiway stop evaluations should be conducted in concurrence with CA-MUTCD and local, residential multiway stop guidelines. Our team can give additional consideration to areas with high and vulnerable pedestrian activities, such as areas in proximity to schools, parks, and senior housing.

Traffic signal evaluations use CA-MUTCD guidelines to carefully assess the need for a traffic signal. Traffic signal installation as well as ongoing operation and maintenance expenses are costly for an agency. LSY Enterprise would consider other suitable remedies, such as access control, striping modification, or roundabouts, based on safety, circulation, and cost-effectiveness of operation and maintenance.

Traffic signal timing development, operation and maintenance is the single-most effective means of improving traffic flow and congestion on city roadways and intersections. It is estimated that improper traffic signal timing accounts for five to ten percent of all traffic delays. Signal timing projects often realize a 20:1 cost-benefit ratio, and continued optimization of signal timing benefits motorists and the surrounding environment. **Andrew brings knowledge of signal system operations from his time with the City of Santa Clarita, where he and his team designed a systematic approach to developing signal timing and establishing operation and proactive maintenance to sustain timing optimization.**

SIGNAL DESIGN

Review of design standards verify that plans are in compliance with the City and other applicable standards.

Traffic signal design. Traffic signal modification/installation plans will be prepared at a scale of 1"=20'. The traffic signal modification/installation plans will provide details necessary for the construction of a traffic signal modification or installation. At minimum, the plans will include but are not limited to, the replacement and/or installation of traffic signal poles, conduits, wires, cables, interconnect, fiber optic cable, loops (video detection), pull boxes, service equipment, controller equipment, battery back-up system, enclosures, electrical feed, luminaires, mast arm signs, as well as the necessary construction notes, schedules, phasing diagram, and details.

Relevant Project Experience

The following projects highlight our team's experience relevant to the City's scope of services. Proposed key staff, Project Manager, Andrew Yi, P.E., T.E., and Traffic Signal Engineer, Cesar Romo, were involved in each engagement. All projects have or are being executed in a timely manner and within budget.

Project Name: Traffic Engineering On-Call Services, Oxnard, CA
Organization: City of Oxnard
Involvement: Andrew Yi, P.E., T.E. – Project Manager Cesar Romo – Traffic Signal Engineer Ellen Yi, CPA – Analyst
Relevance: Traffic engineering services, staff training, traffic plan review, traffic signal design, signing and striping design, and signal system operation (developing and implementing coordination traffic signal timing, development review, school, and neighborhood traffic)
Projects and Services Provided: • Guide traffic engineering operations and staff training on various subject matters, such as queueing, safety evaluation, signal warrants, and timing • Coordinate traffic signal timing development and implementation for Gonzales Road and Rose Avenue, a total of 39 intersections • Review traffic signals at over 20 intersections, including 12 intersections as a part of the Highway Safety Improvement Program (HSIP) • Investigate and evaluate school and neighborhood traffic, including Safe Routes to School project review • Investigate and evaluate traffic safety, including intersection safety and operation and development of a Local Road Safety Plan (LRSP) • Conducted E&TS study and established speed limits at 140 street segments

Project Name: Traffic Engineering On-Call Services, Lancaster, CA
Organization: City of Lancaster
Involvement: Andrew Yi, P.E., T.E. – Project Manager Cesar Romo – Traffic Signal Engineer Ellen Yi, CPA – Administrator/Analyst
Relevance: Traffic engineering services, including traffic plan reviews, safety investigations, traffic plan reviews, traffic signal operation, and signal timing
Projects and Services Provided: • Develop and construct Traffic Management Center (TMC) linking, monitoring, and operating over 150 traffic signals; this project entailed design of a TMC room, integration of a video management system, video detection, and CCTV cameras, fiber optics communications systems, and the next generation of traffic signal controllers • Develop and implement coordinated traffic signal timing for Sierra Highway, a total of nine intersections • Traffic plan reviews for Ave K and J, and Lancaster Health District projects, including traffic signal, striping, traffic management plans, and roundabout plan with Kittelson Associates • Conduct a traffic safety investigation and evaluations, including the development of a Local Road Safety Plan (LRSP) • Traffic signal modification designs

Project Names: Engineering and Traffic Study (E&TS), Palmdale, CA **Sustainable Transportation Plan (STP)**
Organization: City of Palmdale
Involvement: Andrew Yi, P.E., T.E. • Project Manager for E&TS • QA/QC for STP Ellen Yi, CPA - Administrator
Relevance: E&TS, roadway safety
Projects and Services Provided: • E&TS – conducted speed surveys and established new speed limits at 260 street segments • STP – Advised Kimley-Horn on STP development, focusing on roadway safety, vehicle miles traveled (VMT), and local road safety plan (LRSP) • STP – Conducted quality control and analysis on collision locations and problems

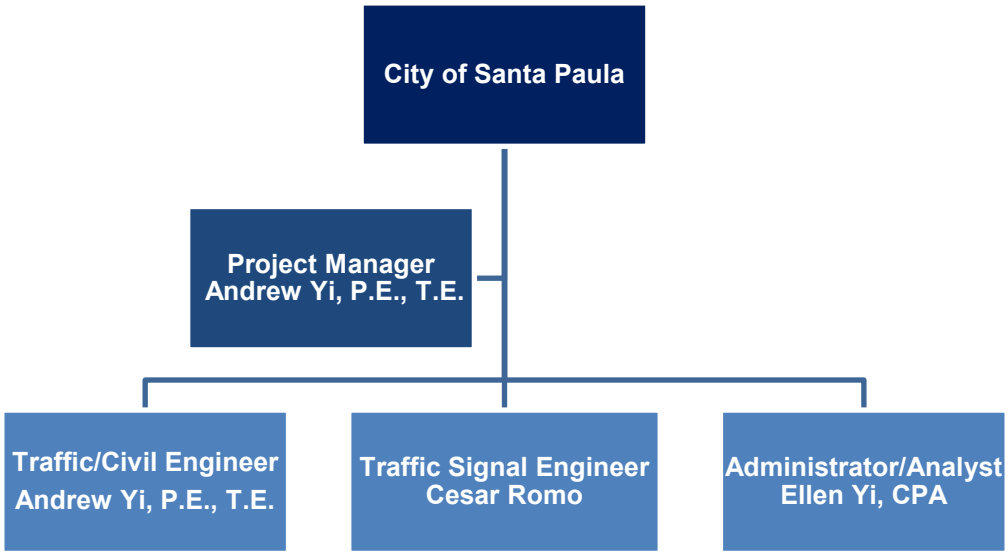
3. Proposed Staffing and Organization

Key Staff

The City will be supported by three dedicated key staff at LSY Enterprise. **Andrew Yi, P.E., T.E.** will serve as Project Manager, leading traffic studies and design, advising on policies related to traffic engineering, keeping a pulse on project scheduling and development, and maintaining consistent communication with City staff. As the Traffic Signal Engineer, **Cesar Romo** will develop signal timing and traffic signal design and lead traffic signal operation maintenance, ITS, and fiber optic communication as needed. Andrew's and Cesar's partnership on traffic engineering projects extends over 20 years, including the successful implementation of the City of Santa Clarita's Traffic Management Center (TMC). **Ellen Yi, CPA,** will provide data analysis, project coordination, and budget compliance. Staff resumes are detailed on the following page.

Organizational Chart

Key staff will support the City's on-call contract in the specified roles.



Key Staff Availability

LSY Enterprise staff are committed to serving the City of Santa Paula and maintaining active communication throughout engagement. Our availability is as follows.

LSY Enterprise Staff	Availability
Andrew Yi, P.E., T.E.	50%
Cesar Romo	20%
Ellen Yi, CPA	50%

Resumes of Key Staff



Andrew Yi, P.E., T.E.

Project Manager

Andrew is a transportation engineer who enacts modern engineering principles to identify and solve problems systematically. He supported the City of Santa Clarita's Engineering division for over two decades, during which he was responsible for traffic operation and safety, transportation planning, circulation, and funding. Since 2017, Andrew has used his knowledge of public sector objectives and operations to assist municipalities, including the cities of Oxnard, Lancaster, Palmdale, Westlake Village, Santa Clarita, Maywood, Suisun City and Eastvale, on various traffic engineering, CIP, and private development projects.

EDUCATION

B.S., Applied Mathematics, California State University, Northridge, CA

PROFESSIONAL CERTIFICATIONS

Professional Civil Engineer in CA #C64437
Professional Traffic Engineer in CA #TR1850

RELEVANT EXPERIENCE

Traffic Engineer (subconsultant to Kimley-Horn) ***June 2022 – Ongoing***
Sustainable Transportation Plan, Palmdale, CA

- Developing STP focusing on VMT and LRSP
- Conduct quality control and analysis on collision locations and problems

Traffic Engineer ***August 2021 – May 2022***
Engineering & Traffic Survey, Palmdale, CA

- Conduct speed surveys at 260 street segments
- Established new speed limits

Traffic Engineer ***September 2018 – August 2020;***
Traffic Engineering On-Call Services, Oxnard, CA ***May 2021 – Ongoing***

- Provide Traffic Management Center (TMC) evaluation and recommendation
- Supervise City's Traffic Engineering department, grant writing and funding applications
- Review City's Traffic Plan, including traffic signals, sign/striping, and traffic control plans
- Oversee CIP project planning, scope, cost estimate, and budgeting

Traffic Engineer ***March 2018 – Ongoing***
Traffic Engineering On-Call Services, Lancaster, CA

- Oversee project quality control, including PS&E reviews, for the Avenue J, K, and M Interchange projects
- Conduct quality control and peer review of the Systemic Safety Analysis Report Program
- Project manage E&TS Study and the Traffic Management Center development

August 2000 – September 2017

City Traffic Engineer
City of Santa Clarita Traffic Engineering Division,
Santa Clarita, CA

- Planned and evaluated division tasks, including transportation planning, mobility, bicycle planning, traffic safety, engineering plan design/review, conducting/directing evaluation/studies, and policy implementation
- Managed the City's circulation and safety programs, CIP, annual collision analysis and mitigation program, neighborhood traffic management, and special events traffic management program
- Developed the City's ITS, which included the creation of a Master Plan, Traffic Operation Center, fiber network, and implementation of an Adaptive Traffic Management system
- Oversaw traffic signal operation and maintenance, including a three-year traffic signal retiming program and the development of a hybrid traffic signal maintenance program
- Secured funding and grants, forecasted future transportation needs, modified the City's circulation element and development code, and enforced the City's Complete Street policy and growth of Non-Motorized Plan

Cesar Romo
Traffic Signal Engineer

Cesar is a seasoned traffic signal engineer with more than 20 years of experience in traffic operations. He has overseen the City of Santa Clarita's traffic signal system for the past 16 years. Cesar's technical and technological knowledge includes the installation, operation, and maintenance of traffic signals, ITS, fiber optic communications, and computer/traffic signal networking. His work in traffic signal system development and operation has been recognized by regional and national chapters of Intelligent Transportation Engineers (ITE), American Society of Civil Engineers (ASCE), and the American Public Works Association (APWA).

EDUCATION
B.S., Electricity and Electronic Engineering, Technological University of Aguascalientes

PROFESSIONAL CERTIFICATIONS
International Municipal Signal Association (ISMA) Traffic Signal Level III

RELEVANT EXPERIENCE

Traffic Signal System Administrator ***August 2002 – Ongoing***
City of Santa Clarita Traffic Engineering Division, Santa Clarita, CA

- Manages the City's traffic signal system, including Traffic Operation Center (TOC) and the operation and maintenance of over 200 traffic signalized intersections
- Developed, implemented, and optimized the City's traffic signal timing, updated every three years for optimization
- Developed and continuously updates the City's ITS Master Plan
- Enhanced traffic signal communication infrastructure with the installation of over 70 miles of fiber optic cable, which resulted in City-wide interconnectivity of all signals
- Designs, manages, and constructs fiber optic connections in the City's right-of-way
  - Connected City facilities to increase network performance and eliminate recurring Internet contracts
  - Leased excess fiber capacity to private companies to create City revenue stream
- Deployed a web-based fiber optic management system to better manage the City's fiber optic network and assess existing and future connections
- Enhanced traffic condition monitoring by integrating 62 CCTV and 250 video detection cameras into the video management system
- Established a program to install battery backups at all signalized intersections in the City
- Assessed and deployed adaptive signal controllers and timing to all traffic controllers in the City
- Enhanced safety and improved circulation using innovative technology approaches
  - Electronic Blank-Out Signs for pedestrians
  - Dynamic Lane by Time of Day
  - Give Me Green for bicycle detection and motorist awareness
  - Exclusive Pedestrian Crossing Cycle by Time of Day
- Developed database applications to centralize and provide staff remote access to traffic signal records, volume counts, and timing sheets

- Automated data collection processes by integrating the vendor's Application
- Programming Interface (API) with the centralized traffic signal database

Ellen Yi, CPA

Administrator/Analyst

EDUCATION

B.A., Economics, University of California, Los Angeles

PROFESSIONAL CERTIFICATIONS

California State Licensed Certified Public Accountant (CPA)

RELEVANT EXPERIENCE

Metropolitan Transportation Authority, Los Angeles, CA
Senior Accountant ***May 2003 – December 2012***

- Conduct analysis and review of financial data, including general ledger accounts, to achieve systematic data accuracy
- Supervise 20 department staff on the preparation of various reporting and documentation, including data analysis, financial reports, appropriate use of funding sources, revenue, and expenditure accounts
- Produce agency-wide quarterly performance reports for the financial department and provide recommendations to address financial issues and areas of improvements
- Evaluate the financial department's expenditures by reviewing supporting documents, such as purchase orders, invoices, and contracts for correctness, and preparing summary reports

Accounts Payable Supervisor ***March 2001 – April 2003***

- Review and approve invoices, adjusting entries, and purchase orders to verify the accuracy of recorded transactions
- Perform complex analysis of long outstanding invoices and provide internal and external audit support
- Lead biweekly review and analysis, initiate meetings with cost centers, and oversee training
- Determine staff workload distribution, task prioritization, and conduct performance evaluations
- Advance the implementation of a new Financial Information System release, procedures, and policies

4. Relevant Experience & References

We are proud of our longstanding relationships supporting clients and their objectives and have worked on the following projects within the last three years. We invite you to reach out to the following references for further information on our services.

Reference 1	
Client Name: City of Oxnard	**Primary Contact:** Debbie O'Leary, Transportation Planner
Address: 300 West 3rd St. Oxnard, CA 93030	**Email:** debbie.oleary@oxnard.org **Phone:** (805) 200-5283 **Fax:** N/A
Project Name: Traffic Engineering On-Call Services	
Dates of Service: September 2018 – August 2020; May 2021 – Ongoing	**Location of Services:** Oxnard, CA
Scope of Services: Traffic engineering services, staff training, traffic plan review, traffic signal design, signing and striping design, and signal system operation (developing and implementing coordination traffic signal timing, development review, school, and neighborhood traffic).	

Reference 2	
Client Name: City of Lancaster	**Primary Contact:** Mitch Megas, Traffic Signal Supervisor
Address: 615 West Avenue H, Lancaster, CA 93534	**Email:** mmegas@cityoflancasterca.org **Phone:** (661) 723-5860 **Fax:** N/A
Project Name: Traffic Engineering On-Call Services	
Dates of Service: March 2018 – Ongoing	**Location of Services:** Lancaster, CA
Scope of Services: Traffic engineering services, including traffic plan reviews, safety investigations, traffic plan reviews, traffic signal operation, and signal timing.	

Reference 3	
Client Name: City of Palmdale	**Primary Contact:** Jay Nelson, City Traffic Engineer
Address: 38250 Sierra Hwy Palmdale, CA 93550	**Email:** jnelson@cityofpalmdale.org **Phone:** (661) 267-5320 **Fax:** N/A
Project Names: Engineering and Traffic Survey (E&TS) Sustainable Transportation Plan (STP)	
Dates of Service: August 2021 – Ongoing	**Location of Services:** Palmdale, CA
Scope of Services: Established speed limits at 260 street segments. Advising on roadway safety for development of STP with Kimley-Horn.	

5. Project Management System

Quality Assurance and Quality Control

As Project Manager, Andrew will oversee day-to-day operations and serve as the City's primary contact for this engagement. As a former city traffic engineer, Andrew is in-tune with the various considerations, deadlines, and constraints specific to municipal projects. As a boutique consulting firm, LSY Enterprise provides specialized attention to its clients, prioritizing clear, consistent, and accessible communication channels to keep projects not just on schedule, but all involved parties knowledgeable of its progression at any point. Our Project Manager will maintain project schedule and deliverables and monitor budget with the support of our Administrator.

Based on each project type, scope, schedule, and budget, the LSY Enterprise team will coordinate with City staff and develop the specifics of deliverables, timeline, and project cost for each task order. Our staff's standard turnaround timeline for some sample traffic engineering tasks are provided below:

Task	Delivery Timeline
Engineering Plan Review	2 weeks for the 1st plan check and 2 weeks for subsequent review
Traffic Impact Study Review	2 weeks for small to medium-sized development projects
Warrant Studies	2-5 weeks depending on the available data and data collection
Development Plan Review	3 weeks for 1st plan check and 2 weeks for subsequent review
Collision Analysis	2 weeks

Outreach with Clients and Stakeholders

Having overseen **500 traffic engineering requests** annually at the City of Santa Clarita, Andrew is seasoned to conduct traffic engineering investigations that may include requests for stop signs, traffic signals, crosswalks, traffic channelization, and school area improvements. His experience includes addressing school-related traffic concerns, which may call for meetings with school staff, parents, and residents; field observation of behavior; data collection; and analysis and recommendations regarding the need for speed feedback signs, crossing guards, crosswalks, stop signs, flashing beacons, etc. Andrew can also assist the City with its community outreach efforts on selected traffic and transportation projects. Relevant tasks may include attendance and participation at public meetings and the creation of various education and outreach materials.

6. Hourly Rate Schedule

LSY Enterprise Standard Billing Rates (as of January 1, 2023)

LSY Enterprise standard billing rates are displayed below based on classifications.

Classification	Hourly Billing Rate
Principal-in-Charge	$205.00
Project Manager	$195.00
Traffic/Civil Engineer	$195.00
Traffic Signal Engineer	$170.00
Transportation Planner	$170.00
Engineering Technician	$115.00
Analyst	$110.00
Administration	$90.00
Overtime, Night, Holiday & Weekend Work	130% of the rates listed above
Mileage	Based on standard federal rates

Billing rates are subject to change annually based on the Cost-of-Living index, not to exceed 5% per year.

Invoices are payable within 30 days of receipt. The City of Santa Paula must notify LSY Enterprise, Inc.'s Project Manager, in writing, within 30 days of receipt of any disputed charges in an invoice. Interest at the rate of 1.5 percent per month, or alternatively at the highest monthly rate allowable in the jurisdiction where the Services are being provided, whichever is higher, will be charged on all past due amounts.

7. Lawsuit/Litigation History

LSY Enterprise has not been involved in any litigation in the past five years.

8. Financial Interests

LSY Enterprise has no existing or past financial relationships with City Council and City staff.

9. Public Works Contractor Registration Certification (DIR)

LSY Enterprise is not submitting for a service category that may be subject to prevailing wages.

Federal Tax ID: 82-1747385

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

_____ _____

Dan Singer,
City Manager

Date

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

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

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

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

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

_____
_____attached _____proposal dated _____(Exhibit A).

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

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

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

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

_____ _____

Dan Singer,
City Manager

Date

Attachment 4

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

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

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of September, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Willdan Engineering, a California Corporation, with its principal place of business at 2401 E. Katella Ave., Suite 300, Anaheim, CA 92806 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Civil Engineering, Project Management, Construction Management, Traffic Engineering, and Landscape Architect 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 Civil Engineering, Project Management, Construction Management, Traffic Engineering, and Landscape Architect consulting services necessary for the Project described in "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 "A" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** (**$250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Willdan Engineering
2401 E. Katella Ave., Suite 300,
Anaheim, CA 92806ATTN: Roxanne Hughes, PE

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

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 WILLDAN ENGINEERING

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

WILLDAN ENGINEERING

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

By: _____

Its: President

Printed Name: Vanessa Munoz

By: _____

Its: KATE NGUYEN, SECRETARY

Printed Name: KATE NGUYEN

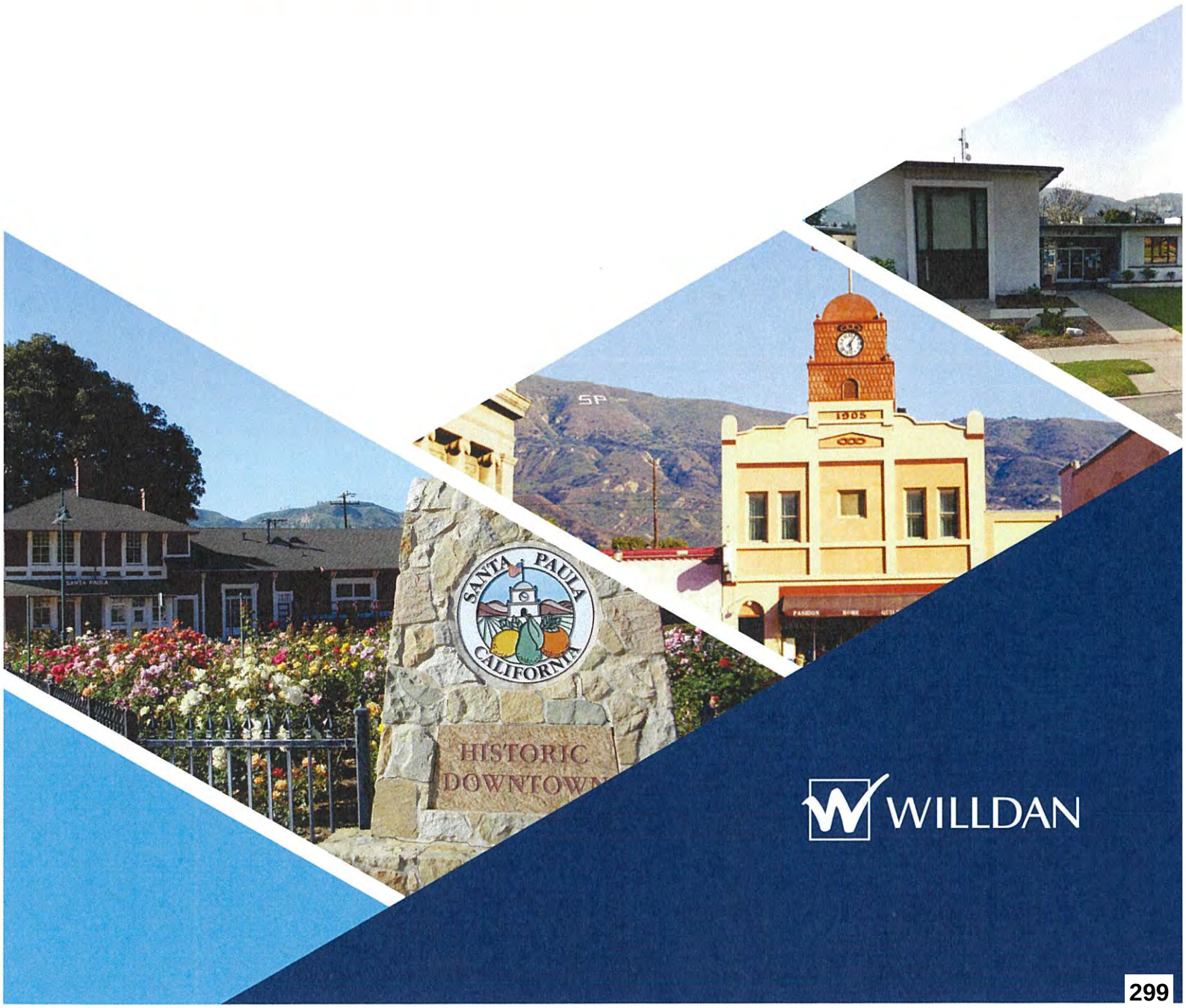
EXHIBIT "A"
SCOPE OF SERVICES

[Attached behind]

CITY OF SANTA PAULA
CALIFORNIA

Proposal

On-Call Engineering and Professional Consulting Services



WILLDAN

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Addendum No. 1

CITY OF SANTA PAULA

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)
FOR
ON-CALL ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

PROPOSALS ARE DUE: Not later than 3:00 P.M. Wednesday, May 24, 2023, electronically to engineer@spcity.org.

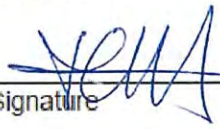
The City of Santa Paula (City) is inviting engineering and professional firms to submit a Statement of Qualifications (RFQ) to be considered for the short list of prequalified firms to provide On-Call Engineering and Professional Consulting Services ("Services"), which shall be provided under the general direction of the Public Works Director or their designee.

A searchable pdf less than 10mb in size of the proposal shall be submitted electronically to the following:

Tatiana Arnaout, engineer@spcity.org

The response shall include a copy of this form and be signed by the company's authorized representative.

I have read, understood, and agree to the terms and conditions on all pages of the RFQ. The undersigned agrees to furnish the services stipulated in this RFQ.

Willdan Engineering	2401 E Katella Ave, Suite 300 Anaheim CA 92806
Company	Address
Roxanne Hughes	
Name (Print)	Signature
805-890-8885	Deputy Director of City Engineering
Company Phone No.	Title

WILLDAN

Letter of Transmittal

May 24, 2023

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

Subject: **Statement of Qualifications for On-Call Engineering and Professional Consulting Services**

The City of Santa Paula is seeking consultants to support the City's Public Works Department through on-call professional services in a variety of categories. Willdan has the full complement of resources under one roof to deliver the complete range of services to the City's on-call contract for: 1) civil engineering, 2) project management; 3) construction management; 7) traffic engineering and 15) landscape architecture. We have assembled a team of highly qualified and deeply experienced individuals—led by the top discipline leaders in five (5) of City's focus areas—and are fully committed to the successful completion of assignments under this contract.

Willdan's unique qualifications to undertake this important assignment for the City of Santa Paula include:

Knowledge of the City: Willdan currently has contracts with the City for Civil Engineering, Project Management, Construction Management, and Inspection services — giving us a thorough understanding of the City's infrastructure and nuances. Our established working relationship with City staff and knowledge of the City will enable us to initiate work quickly and to respond appropriately to issues that arise during this contract.

Strong Project Manager: Roxanne Hughes, PE, Deputy Director of City Engineering at Willdan is our proposed Project Manager for this contract. Ms. Hughes is skilled at building strong relationships with clients, community members, fellow staff, and supervisors. Ms. Hughes is familiar with approval and permitting procedures for federal, state, county, and local jurisdictions. She is known for her ability to provide innovative, quality engineering services on schedule and within budget. Ms. Hughes has provided city engineering services for the City of Santa Paula for the past 3 years, as well as the Cities of Fillmore, Westlake Village, Camarillo, and Ventura. As the project manager, she will review the task request from the City and assign one of our qualified Project Leads with the appropriate qualifications and experience to ensure tasks are completed in accordance with the City's goals and visions.

Willdan is proposing on the following categories:

Proposing Category	Lead Key Individual
Category 1: Civil Engineering	Tyrone Peter, PE
Category 2: Project Management	William Galvez, PE
Category 3: Construction Management	Michael Bustos, PE, ENV SP
Category 7: Traffic Engineering	Jeffrey Lau, PE, TE, ENV SP
Category 15: Landscape Architecture	John Hidalgo, RLA

59-Year Track Record: Willdan provides a complete range of planning, transportation, building and safety, parks, and public works consulting services to local agencies, often on an "as-needed" basis for specific

projects. Willdan has pioneered extension of staff services in California since our inception. Initially serving as Dairy Valley's – now City of Cerritos – City Engineer, extension of staff services is the core of Willdan's growth. Since that time, our services have expanded to include positions such as City and Traffic Engineer, Building Official, Director of Public Works, Planning Director, City Surveyor, staff engineers, building plan checkers and inspectors, construction inspectors, case planners, and staff project managers. Serving in these capacities, our team members are often in charge of formation and implementation of capital improvement programs and environmental and general planning. This specialized expertise instills a high awareness of the vital importance of project schedule and budget adherence.

Ms. Hughes is officially authorized to bind Willdan to this proposal including the fee schedule. Willdan has reviewed and is ready to execute the City's standard form On-Call Professional Services Agreement and any issued addenda. Willdan's corporate office is located at 2401 East Katella Avenue, Suite 300 in Anaheim, California. Ms. Hughes works out of our Ventura office, just 16 miles from City hall. Willdan looks forward to assembling our qualified team to continue to support the City's On-Call Professional Engineering Services.

Respectfully submitted,
WILLDAN ENGINEERING

Roxanne Hughes, PE
Deputy Director of City Engineering
rhughes@willdan.com
(805) 890-8885

Firm Information and Qualifications

Willdan Engineering (Willdan), a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. Services are provided to nationwide clientele through our subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified capabilities. **Willdan** has provided comprehensive engineering services for over 59 years. Our experts identify, engineer, construct, and optimize solutions to meet your goals – whether they are deep energy savings, added efficiency for municipal systems, or designing innovations to address major environmental challenges. Willdan provides a one-stop shop for customers, handling all project delivery aspects. Our engineering team provides municipal services, analysis, design, construction management, system optimization, and inspections and compliance services for new and existing infrastructure. We have proven strategies for measuring and verifying completed projects for compliance and measurable results, assisting you in implementing projects of all sizes in a cost-effective manner.



Willdan Energy Solutions offer the following services for energy projects and economic and sustainability planning. **Willdan Financial Services** provides tailored financial, economic, and strategic planning advisory services for our clients to address a broad range of planning and management objectives.

Why Willdan?

Unique to Willdan is our understanding of public agency needs and issues. We have supported the implementation of community visions through planning, engineering, construction management, building and safety, and staff augmentation. Since its establishment in 1964, Willdan has expanded in size, location, and service capabilities. Today, the firm provides a full range of engineering and planning services. Willdan provides civil, special district, and structural engineering; planning; financial and economic consulting; geology and geotechnical engineering; environmental health and safety; and energy efficiency solutions services.

Willdan specializes in solutions tailored to the unique needs of municipalities and other local government agencies. Services range from full-time, in-house staffing to interim or part-time assistance on a project-by-project basis. Willdan's understanding of public agency's needs and issues is unique in the industry. In addition to the significant portion of our staff that have served in public agency management positions prior to joining Willdan, Willdan has had numerous assignments with over 90% of the cities and counties in California for building officials, city engineers, county engineers, county roads supervisors, planning directors, traffic engineers, and other public agency staff members. With our depth of experience, expertise, knowledge, and resources, Willdan can offer practical solutions that are timely, cost effective, and that meet the needs of individual communities. The diversity of our staff's experience is an added value to our professional services. Whether you need one on-site staff expert or a full project team that can tap our nationwide resources and expertise, we are the right team for the job. Willdan combines multidisciplinary experience and expertise, technical excellence, and management proficiency to deliver flexible, practical solutions at the lowest possible cost.

Willdan has over 1,500 full-time and part-time employees nationwide and many of our employees hold valid Professional Engineer, Geologist, and/or Landscape license in the State of California. With this depth of experience, expertise, knowledge, and resources, Willdan offers comprehensive solutions that are timely, cost effective, and tailored to meet the needs of individual communities. ***Our understanding of public agency challenges and needs is what makes Willdan unique.***

To meet and, on many occasions, exceed the expectations of our clients, Willdan fosters and instills a corporate culture of ***Customer-First*** among our staff and in our day-to-day work environment. Looking out for the City's best interests is at the forefront of everything we do. Our customer-focused philosophy is particularly evident when dealing with complex situations and difficult challenges that are hard to resolve.

Our Clients Are Our Priority

- *Thorough review of project bid items to avoid cost overruns.*
- *Quick response to resident and business complaints or questions.*
- *Field staff trained to look ahead for potential project issues.*
- *Regular financial project reports provided to City staff.*
- *Detailed check sheets maintain quality, provide proper quality control, and mitigate our clients' potential liability.*

As-Needed Contract Expertise

On-call/As-needed engineering services are Willdan's foundation. Our staff includes former public agency or contract agency staff. Therefore, we understand the importance and purpose of as-needed contracts and are very familiar with the processes and procedures for such services. Within the last five years, Willdan has completed projects and task orders for more than 300 as-needed/on-call contracts. This experience and the relevant experience of our dedicated and available key personnel are what best suits Willdan to provide the City with as-needed services.

Our history of working with as-needed contracts has prepared our staff well to respond to all requests for services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen and deliver a product our clients envision and embrace.

We begin our approach to this work by adhering to these basic principles:

- Approach each project with a spirit of resourcefulness and excellence.
- Maintain high standards of technical quality.
- Seek appropriate solutions that fit the project.
- Conduct business with truthfulness and high ethical standards.

Willdan also understands the unique aspect of working under an as-needed contract. Success in working with this type of contract is dependent upon understanding a variety of elements that may be encountered, such as.

- Short project durations and minimal lead times for assignments may be required.
- Flexibility in service assignments, understanding work to date, and coordinating completion of project tasks already started by agency staff in crucial.
- Availability of our staff to the work assignment as it develops is often critical to moving that project forward.
- Efficient use of resources is important for project assignments that are relatively small.
- Consistent, organized project management is vital due to the potentially large numbers of projects that may be in process.
- Special attention to quality assurance and quality control is particularly important as short-term projects may limit the number of interim review steps often associated with a project-specific contract.

Proposing Categories

Willdan's core competencies are in direct alignment with the services required for the City of Santa Paula's On-Call Professional Engineering Services contract.

Category 1 - Civil Engineering



Willdan's highly trained and experienced civil engineering staff is supported by technical experts in various disciplines throughout the company. As a result, Willdan offers a range of expertise that only a large firm can provide. Willdan's civil design expertise includes transportation engineering; hydrology, drainage, flood control, and water/wastewater engineering. The firm's team of engineering professionals combines practical knowledge and technical expertise to develop solutions that are unique and customized to each need. With an extensive staff that includes civil, structural, traffic, and bridge engineers, Willdan has designed numerous types of transportation facilities, has managed transportation projects from initial project analysis through final design and construction, and has prepared pavement investigation design reports, pavement failure investigation reports, and pavement management system reports.

Category 2 - Project Management



Willdan's comprehensive project management services can take projects from inception to completion. Our staff has expertise in all areas of planning and funding administration, engineering design, program and project management, construction management, survey, materials testing, utility coordination, labor compliance, and community relations. We emphasize strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal/external resources. Willdan customizes comprehensive programs to provide for any scope of services requested – from simple observation inspection to complete design and construction management, including oversight and management of the design team, administration of the general contractor's contract, project scheduling, project budget, project controls, building inspections, public works inspection and/or observation, deputy inspections, and materials testing.

Category 3 - Construction Management and Inspection



Willdan provides expertise in all areas of project and construction management, construction administration, construction inspection and observation, grant funding administration and compliance, labor, and DBE compliance, claims review and investigation, materials testing, and community relations. We specialize in partnering with clients to maintain good community relations with residents and businesses affected by construction. Willdan's corporate philosophy emphasizes strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal and external resources. Our resident engineers, construction managers, and construction inspectors offer reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity. These experienced team members identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation and/or lead to agency and contractor disagreements. Our professionals are adept at anticipating issues before they arise through continual review of project plans, specifications, contractors' schedules, and contract documents. Potential problems are brought to the attention of the project manager and/or the contractor, along with

constructive recommendations for solutions, so that costly delays and negative impacts to the public are avoided. Willdan has been providing federal labor compliance services for over 25 years. This experience has enabled our staff to develop an extremely efficient compliance management system – perfected through continual review and updates – that maximizes efficiency, minimizes cost, and provides our clients with a high level of comfort about project progress.

Category 7 - Traffic Engineering



Willdan's traffic engineers are experts in conducting traffic surveys and data collection, investigating motorist and vehicle characteristics, identifying, and making recommendations on traffic safety and utilizing traffic laws and enforcement to determine traffic signal timing, and evaluating highway operations. Willdan prepares traffic engineering designs to warn, regulate, and guide traffic. We develop geometric design and channelization, traffic signal and street lighting plans, parking lot designs, and traffic control plans. Willdan's traffic engineering experience and expertise covers all facets of traffic engineering and planning, including city traffic engineering, traffic analysis, design, and management. In addition to our proven expertise in traditional design services such as signing, striping, and traffic signal and street lighting design, our traffic engineers are skilled in sophisticated computer-based applications such as arterial corridor and network signal coordination studies. They are proficient in traffic impact analysis and evaluation of transportation systems management, transportation demand management, and intelligent transportation systems strategies.

Category 15 - Landscape Architecture



Willdan's landscape architects offer an array of services and expertise that adds long-term value to communities. Our landscape architectural team possesses knowledge of applicable codes and construction experience to ensure code compliance with a focus on site analysis, user needs programming, site design, parks/sports field design, recreational trails design, landscape preservation, land management and reclamation, water conservation, and arboriculture.

Proposed Staffing and Organization

Our Willdan staff understands that the approach to providing services for assignments under an on-call program can be very different from those we provide for stand-alone projects. Success in working with on-call contracts is dependent on understanding a variety of elements that may be encountered, such as:

- Short project durations and minimal lead times for assignments.
- In some cases, flexible services assignments will be used to complete project tasks already started by City staff or other consultants. Our team's ability to understand the work-to-date and coordinate completion activities is critically important to maintaining continuity in the project and keeping to the project's schedule and budget.
- Special attention to quality assurance and quality control is particularly important. Shorter duration projects may not have the numerous interim review steps often associated with a project-specific consultant contract.
- Project assignments can be relatively small, therefore efficient use of resources is critical.

Based on our experience, we know how to efficiently dovetail into a project schedule with a short lead time, assign appropriate staff, and complete the task successfully. Our history of working with on-call

contracts has prepared our team well to respond to all requests by the City in a positive and efficient manner. Willdan will manage all task orders with a "can do" attitude towards time and cost-effective design services. Our project management and coordination philosophy revolve around early and frequent communication with the project team members, including client staff, subconsultants, and project stakeholders.

The most effective management tool we will use is open and documented communication, especially when meeting tight project deadlines. Our Project Manager will ensure that the project requirements are clearly understood and reinforced through frequent communications with the entire project team.

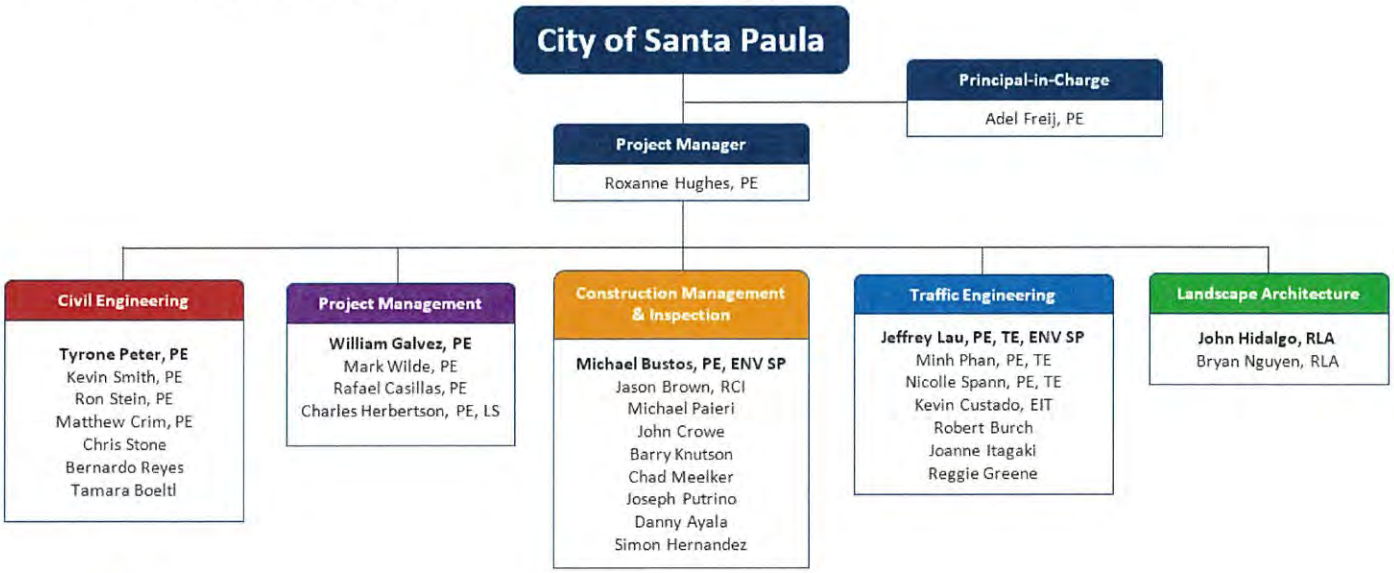
Project Manager

Roxanne Hughes, PE, will be the Project Manager and the City's point of Contact. She possesses extensive expertise with municipal and public works capital improvement and maintenance projects. She is an experienced project manager – skilled at building strong relationships with clients, community members, fellow staff, and supervisors. Ms. Hughes is familiar with approval and permitting procedures for federal, state, county, and local jurisdictions, and regulatory permits. She has experience with funding sources, including assessment districts; enterprise funds; and other federal state, and local programs. Ms. Hughes's broad experience in city engineering, project management, and supervision of design teams – along with her exceptional understanding of procedures and processes for public works and engineering operations in the municipal arena – provide a strong project manager capable of maintaining budgets and schedules for our client's capital improvement projects.

Primary Contact
Roxanne Hughes, PE
Email: rhughes@willdan.com
Cell: (805) 890-8885
Office: (805) 804-5204, ext. 1010

Organizational Chart

Willdan's team members selected for the City's on-call engineering and professional services contract are identified in the organization chart presented below. The chart illustrates the reporting relationships and project roles for Willdan's team along with a listing of available staffing resources and their respective disciplines. These staffing resources may be called upon to serve the City as technical support team members for projects assigned under the City's contract.



Key Personnel Matrix/Resumes

We have provided brief resumes in the form of the following matrix to show our key personnel's role, qualifications, licenses, and experience. Full resumes are available upon request.

Adel Freij, PE

Principal-in-Charge and Quality Assurance Manager



Education / Credentials — BS, Civil Engineering, University of Missouri, Kansas City; Resident Engineer Academy / Civil Engineer, California No. 55564

Experience

35 years of experience

Principal-in-Charge/QAM, On-Call Engineering Services, Cities of La Puente, Azusa, San Fernando, Bell, South Gate, Inglewood

Roxanne Hughes, PE

Project Manager



Education / Credentials — BS, Civil Engineering/Civil Engineer, California No. 62381

Experience

26 years of experience

City Engineer/Project Manager, Contract City Engineering Services, City of Fillmore

Deputy City Engineer, Contract City Engineering Services, City of Westlake Village

Deputy City Engineer – Land Development, Contract City Engineering Services, City of Santa Paula

Tyrone Peter, PE

Category 1 – Civil Engineering



Education / Credentials — BS, Civil Engineering/Civil Engineer, California No. 81888

Experience

17 years of experience

Project Manager, Northeast Quadrant Road Rehabilitation, City of Turlock

Project Manager, Santa Barbara County Jail Civil and Landscape Improvement, County of Santa Barbara

Project Manager, Whitmore Sidewalk project, City of Hughson

Project Manager, Santa Fe Avenue Pavement Improvements – Phases I and II, City of Hughson

Edwin 'William' Galvez, PE

Category 2 – Project Management



Education / Credentials — MPA, BS, Civil Engineering/Civil Engineer, California No. 51505

Experience

35 years of experience

Public Works Director/City Engineer, City of South Pasadena

Public Works Director/City Engineer, City of Baldwin Park

Public Works Director/Assistant Public Works Director, City of San Fernando

Michael Bustos, PE, ENV SP

Category 3 – Construction Management and Inspection



Education / Credentials — BS, Civil Engineering; Caltrans Resident Engineer Academy/Civil Engineer, California No. 73173; Envision Sustainability Processional

Experience

21 years of experience

Project Manager – On Call Multidisciplinary Services, City of Ridgecrest

Project Manager – On Call Construction Management and Inspection Services, City of Inglewood

Project Manager – On Call Construction Management and Inspection Services, City of Downey

Jeffrey Lau, PE, TE, ENV SP

Category 7 – Traffic Engineering



Education / Credentials — BS, Civil Engineering/Civil Engineer, California No. 83887; Traffic Engineer, California No. 2835; Envision Sustainability Professional No. 45376

Experience — *20 years of experience*

Supervising Engineer, Irwindale Avenue at Cypress Street et al Traffic Signal, County of Los Angeles

Project Manager, On-Call Traffic Engineering Services**,** Cities of Las Cañada Flintridge, Pico Rivera, and Lakewood.

Contract Traffic Engineer, General Engineering Services, City of Paramount

John Hidalgo, RLA

Category 15 – Landscape Architecture



Education / Credentials — BS, Landscape Architecture; European Study Tour
Landscape Architect, California No. 3551/Contractor C-27, California No. 713613

Experience — *30 years of experience*

Landscape Architecture Task Manager, Cities of Inglewood, Lakewood, Fillmore, and Goleta.

Team Member	Availability
Roxanne Hughes, PE	10%
Tyrone Peter, PE	15%
William Galvez, PE	20%
Michael Bustos, PE, ENV SP	15%
Jeffrey Lau, PE, TE, ENV SP	15%
John Hidalgo, RLA	15%

Relevant Experience and References

We encourage the City to contact the references listed below; they are clients that have received similar services as those we are proposing to provide to the City of Santa Paula. We have ranked each of reference by category to the similarity to the City's and our understanding of the general scope of work.

Category 1 – Civil Engineering

As-Needed Engineering Services

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Contact:
Ron Noda
Director of Development Services
rnoda@cityoflosalamitos.org
(562) 357-4520

Dates: 1999 to Present (23 Years)

Services Provided:

- City Engineer
- Traffic Engineer
- Public Works Permits/Inspection
- Development Review
- CIP Design
- CIP Construction Support Services
- Grant Writing and Application
- Storm Water/ Drainage/NPDES Program
- Survey/Right-of-Way Engineering/Map Check
- Landscape Architecture
- Infrastructure Operations and Maintenance
- Subcontractor/Subconsultant Procurement and Management
- Encroachment Permit and Inspection
- Architectural Services
- City Facilities Upgrade and Improvement Design and Construction Support

Willdan is providing as-needed engineering services to the City of Los Alamitos. As part of our extension of staff services for contract City Engineer and contract Traffic Engineer, Willdan provides review and supervision of engineering activities, including preparing plans, specifications, and estimates for capital and other improvement projects. We provide subdivision plan checking; contract administration; construction inspection; compliance with federal, state, and local laws and ordinances. We assist City staff with establishing departmental policies.

As-Needed City and Traffic Engineering Services

City of La Puente
15900 E. Main Street
La Puente, CA 91744

Contact:
John DiMario
Community Development Director
jdimario@lapuente.org
(626) 855-1517

Dates: 1996 to Present (24 Years)

Services Provided:

- City Engineer
- Traffic Engineer
- Public Works Permits/Inspection
- Development Review
- CIP Design
- Geotechnical Engineering
- NPDES
- Funding Administration
- Survey/Right-of-Way Engineering/Map Check
- Landscape Architecture
- Construction Management and Inspection
- Grant Writing
- Project Management

Willdan is providing as-needed city and traffic engineering services to the City of La Puente. In addition to providing extension of staff services, Willdan provides engineering design, construction management, project management, development review, pavement engineering, funding administration, plan review, landscape architecture, surveying, and geotechnical engineering services throughout the city. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens' request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance and participation; and City department coordination to implement desired City improvements and updates.

On-Call Engineering Services

City of Fillmore
250 Central Ave
Fillmore, CA 93015

Contact:
David Rowlands
City Manager
drowlands@fillmoreca.gov
(805) 524-1500 x208

Dates: 2015 to Present (8 Years)

Services Provided:
- City Engineer
- Traffic Engineer
- Public Works Permits/Inspection
- Development Review
- CIP Design
- Geotechnical Engineering
- NPDES
- Funding Administration
- Landscape Architecture
- Construction Management and Inspection
- Project Management

Willdan serves as the contract engineer of record for the City of Fillmore, providing contract staff for the City Engineer and Deputy City Engineer. In addition to providing extension of staff services, Willdan has provided traffic engineering, assessment engineering and district formation, public works permits/inspection, development review, CIP design and construction management/inspection, and NPDES services. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding source and availability consultation; citizens' request and complaint investigations/resolutions; plan checking; city manager and council report preparation; staff and council meeting attendance and participation; and City department coordination to implement desired City improvements and updates.

Category 2 – Project Management

As-Needed Engineering Services

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Contact:
Ron Noda
Director of Development Services
rnoda@cityoflosalamitos.org
(562) 357-4520

Dates: 1985 to Present (22 Years)

Services Provided:
- City Engineer
- Traffic Engineer
- Project/Program Manager
- CIP Design
- CIP Construction Support Services
- Grant Administration
- Develop Grant Application
- Constructability Review
- Infrastructure Operations and Maintenance
- Subcontractor/Subconsultant Procurement and Management
- Architectural Services
- City Facilities Upgrade and Improvement Design and Construction Support

Willdan is providing as-needed engineering services to the City of Los Alamitos. As part of our extension of staff services for contract City Engineer and contract Traffic Engineer, Willdan provides review and supervision of engineering activities, including preparing plans, specifications, and estimates for capital and other improvement projects. We provide subdivision plan checking; contract administration; construction inspection; compliance with federal, state, and local laws and ordinances. We assist City staff with establishing departmental policies.

Engineering Services

City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Contact:
Adriana Figueroa
Director of Public Works
AFigueroa@paramountcity.com
(562) 220-2020

Date: 1980 to Present (40 Years)

Services Provided:	▪ City Engineer ▪ Traffic Engineer ▪ Water Engineer ▪ Public Works Permits/Inspection ▪ Development Review ▪ CIP Design ▪ CIP Construction Management ▪ Grant Writing	▪ CDBG Administration ▪ NPDES ▪ Geotechnical Engineering ▪ Community Development ▪ Survey/Right-of-Way Engineering/Map Check ▪ Landscape Architecture ▪ Construction Management ▪ Funding Administration

Willdan has provided general engineering services to the City of Paramount for over 40 years and presently serves as city engineer and water engineer. In addition to providing extension of staff services, Willdan has provided traffic engineering, assessment engineering and district formation, public works permits/inspection, development review, CIP design and construction management/inspection, CDBG administration, grant writing, and NPDES services. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding source and availability consultation; citizens' request and complaint investigations/resolutions; development impact studies; plan checking; City staff, commissions, and council report preparation; staff, commissions, and council meeting attendance and participation; and City department coordination to implement desired City improvements and updates.

On-Call Engineering Services

City of South Gate
8650 California Avenue
South Gate, CA 90280

Contact:
Art Cervantes
Assistant City Manager/Public Works Director
acervantes@sogate.org
(323) 563-9567

Dates:	1994 – Ongoing (28 Years)	
Services Provided:	▪ Design Engineering and Architecture ▪ Construction Management and Inspection ▪ Extension of Staff ▪ Geotechnical Engineering ▪ Survey ▪ Grant Writing and Application ▪ Special Funding Administration	▪ Development and Map Review ▪ Right-of-Way Acquisition (with Legal Description) ▪ Assessment District Engineering ▪ Community Development Service ▪ Landscape Architecture ▪ Funding Administration ▪ Environmental Compliance
Key Staff:	▪ Tyrone Peter ▪ Vanessa Muñoz ▪ Chris Baca ▪ Christopher Kelley ▪ Jeffrey Lau ▪ Adel Freij	

Willdan has been providing the City of South Gate with as-needed professional consulting services since 1994 and presently provides professional engineering services for various public works projects. Willdan provides design engineering and architecture, construction management and inspection, extension of staff, geotechnical engineering, surveying, special funding administration, plan check, right-of-way acquisition with legal descriptions, assessment district engineering, and community development services throughout the City of South Gate.

Category 3 – Construction Management and Inspection

On-Call Public Works Construction Management and Inspection Services

City of Long Beach
411 W. Ocean Boulevard
Long Beach, CA 90802

Contact:
Eric Lopez
Director of Public Works
eric.lopez@longbeach.gov
(562) 570-6383

Dates:	2004 – Present	
Services Provided:	▪ Construction Management ▪ Inspection ▪ Project Coordination	▪ Grant Compliance ▪ Construction Oversight & Quality Control ▪ Community Outreach

- Project Contracts/ Constructability Review

Willdan is providing on-call public works inspection for various CIP and permitted projects throughout the City of Long Beach. Willdan has maintained a continuous presence in the City since 2004 and our contract has been extended to the maximum allowed. Willdan is responsible to check grade; monitor curb, gutter, sidewalk, asphalt overlays, storm drains, traffic signal, and sewer system installations; maintain field files in accordance with Caltrans standards; track quantities; assist with labor compliance; coordinate material testing; and other appurtenant work.

Miscellaneous Alleys and Cliffwood Industrial Park

City of Brea
1 Civic Center Circle
Brea, CA 92821

Contact:
Michael Ho
Public Works Director
michaelh@ci.brea.ca.us
(714) 990-7698

Dates: 2019 – 2020

Services Provided:
- Construction Management
- Inspection
- Project Coordination
- Project Contracts/ Constructability Review
- Grant Compliance
- Construction Oversight & Quality Control
- Community Outreach

Willdan is providing construction management and inspection services for the City's Alley Project No's. 7315, 7316, 7317, and 7461. Project No. 7315 involves rehabilitation of the alley east of Redwood Ave between Birch St. and Ash St, including reconstruction of the asphalt pavement, concrete pavement, curb, and two driveways. Project No. 7316 involved the rehabilitation of the alley East of Puente St, between Joyce Dr and Walling Ave, including reconstruction of the asphalt pavement, concrete pavement, 4-foot-wide longitudinal gutter, and driveway. Projects Nos. 7317 & 7461 involve rehabilitation of streets and waterline improvements for the Cliffwood Industrial Tract, including replacement of approximately 5,500 linear feet of existing water mains and the rehabilitation and reconstruction of the commercial streets in the Cliffwood Tract. The project also includes the removal and replacement of existing damaged sidewalk, concrete curb and gutter, curb ramps, cross gutters, and localized AC pavement, along with the adjustment of existing utilities to grade, traffic signage and striping, traffic control, and all other improvements required to complete the project.

On-Call Construction Management Services

City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701

Contact:
Ed Torres
Associate Engineer II
(714) 647-5018

Dates: April 2020 – Present

Services Provided:
- Construction Management
- Inspection
- Materials Testing
- Labor Compliance
- Grant Compliance
- Construction Oversight & Quality Control
- Community Outreach
- Project Coordination
- Project Contracts/ Constructability Review

Willdan provides public works inspection services for various projects throughout the City. One recently completed project under this contract was the Riverview Neighborhood Water Main Replacement 2020. This project consisted of the construction of approximately 5,750 linear feet of 8-inch C-900 PVC, and 2,600 LF of 12-inch C-900 PVC water mains, valves, services, fire hydrants, and all other appurtenances related to the new water facilities. The project also included removal and reconstruction of concrete improvements, including curb and gutter, sidewalks, cross gutters, and bus pads.

Category 7 – Traffic Engineering

City Traffic Engineer/Traffic Engineering Services

City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Contact:
Adriana Figueroa
Public Works Director
AFigueroa@paramountcity.com
(562) 220-2100

Dates: 1979 – Ongoing (44 Years)

Services Provided

- Traffic Engineer
- Staff Augmentation
- Traffic Impact Studies
- Traffic Calming Studies
- Meeting Attendance
- Grant Application and Funding Administration
- Traffic Signal Design
- Warrant Studies
- Engineering and Traffic Surveys

Willdan is providing civil engineering, traffic engineering, agency engineering, landscape design services, survey, contract administration, construction observation, utility coordination, federal labor compliance, pavement engineering, public works permits/inspection, development review, CIP design/inspection, CDBG administration, grant writing, and NPDES to the City. Willdan has overseen the design and construction of more than $15 million in water system improvements for the City, including the recent design and construction of two new wells. Other notable projects include the Railroad At-Grade Crossing Treatments at Paramount Boulevard/ Rosecrans Avenue project, which involved providing PS&E services for the removal of multiple at-grade Union Pacific Railroad crossing signals, and the Roundabout Design – Jefferson/Bixler and Madison/Virginia project, which involved providing PS&E services for the construction of various traffic circles.

City Traffic Engineer/Traffic Engineering Services

City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

Contact:
Eloy Castillo
Principal Transportation Engineer
ecastillo@cityofinglewood.org
(323) 412-8716

Dates: 2014 – Ongoing (9 years)

Services Provided

- Traffic Engineer
- Staff Augmentation
- Traffic Impact Studies
- Traffic Calming Studies
- Agency Coordination
- Meeting Attendance
- Grant Application and Funding Administration
- Traffic Signal Design
- Warrant Studies
- Engineering and Traffic Surveys

Willdan provides on-call traffic engineering services through our staff augmentation and City Traffic Engineer contract. As City Traffic Engineer, Willdan reviews and make recommendations on residents' requests for stop signs, crosswalks, permit parking, and speed humps; reviews plans, specifications, and estimates for various projects; prepares staff reports and attends Parking and Traffic Commission meetings; prepares traffic signal and signing and striping plans, specifications, and estimates; prepares timing charts for citywide signal coordination timing and individual traffic signals; prepares studies for CMP, warrant analyses, traffic-calming measures, and other areas of concern. Willdan's traffic engineering staff members work directly with the City's Planning Department to review TIAs, develop MOUs, and review upcoming development plans. Services have included preparing grants for Los Angeles County Metropolitan Transportation Authority's Call-for-Projects and the Highway Safety Improvement Program.

On-Call Engineering Services

City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Contact:
David Wahba
Director of Public Works
davidw@rollinghillsestatesca.gov
(310) 377-1577 ext. 103

Dates: 1998 – Ongoing (24 Years)

Services Provided:
- Project/Program Manager
- Civil Engineering
- Traffic Engineer
- Landscape Architectural
- Construction Management & Inspection
- Material Testing
- Engineering Plan Check
- Pavement Engineering
- Building and Safety

Willdan is providing as-needed engineering services to the City of Rolling Hills Estates. As part of our extension of staff services, Willdan provides review and supervision of engineering activities, including preparing plans, specifications, and estimates for capital and other improvement projects. We provide subdivision plan checking; contract administration; construction inspection; compliance with federal, state, and local laws and ordinances. We assist City staff with establishing departmental policies. Willdan also issues encroachment permits and performs inspections.

Category 15 – Landscape Architecture

On-Call Engineering Services

City of La Puente
15900 East Main Street
La Puente, CA 91744

Contact:
John DiMario
Community Development Director
jdimario@lapuente.org
(626) 855-1500

Dates: 1996 – Ongoing (27 Years)

Services Provided
- Landscape Architecture
- Technical Support

Willdan is providing as-needed city and traffic engineering services to the City of La Puente. In addition to providing extension of staff services, Willdan provides landscape architecture, engineering design, construction management, project management, development review, pavement engineering, funding administration, plan review, surveying/right-of-way engineering/mapping, and geotechnical engineering services throughout the city. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens' request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance and participation; and City department coordination to implement desired City improvements and updates.

General Engineering Services

City of Lakewood
5050 Clark Ave
Lakewood, CA 90712

Contact:
Samantha Chambers
Assistant Project Manager
schambers@lakewoodcity.org
(562) 866-9771, ext. 2505

Dates: 2008 – Ongoing (15 Years)

Services Provided
- Landscape Architecture
- Technical Support

For over 20 years, Willdan has been providing landscape architecture, engineering design, construction management and inspection, project management, development review, pavement engineering, funding administration, survey/right-of-way engineering/mapping, and geotechnical engineering services throughout the city. These services encompass – but are not limited to – study and report research and

preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens' request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance. Willdan specifically provided landscape architecture plans, specifications, and estimates, for the City's Lakewood Boulevard at Del Amo Boulevard streetscape improvements and Paramount Boulevard water conservation medians renovations.

As-Needed Engineering Services

City of Fillmore 250 Central Ave Fillmore, CA 93015	*Contact:*	**Kevin McSweeney** Community Development and Planning Director Kmcsweeney@fillmoreca.gov (805) 524-1500 x116
Dates:	2015 – Ongoing (8 Years)	
Services Provided	▪ Landscape Architecture ▪ Technical Support	

Willdan is the engineer of record for the City of Fillmore. In addition to providing extension of staff services, Willdan provides landscape architecture plans, specifications, and estimates, on an as-needed basis for Capital Improvements and landscape peer review for landscape design plans for all land development within the City.

Project Management Methods

Willdan's project control system is designed to provide a coordinated effort between all task facets of a project in the framework of the pre-established master schedule, budget controls, and reporting system. Our project control system provides an objective measure of performance – integrating:

Progress Reporting

The submittal requirements and format for consistent monthly reporting of project costs and status will be confirmed with the City during the project start-up period. The status report will contain a project performance summary, action items, outstanding items to be resolved, updated schedule, and comparison and narrative of budgeted costs versus actual costs.

Staffing and Resource Management

Willdan will manage this project with a can-do attitude toward time and cost-effective planning and design services. Our project management philosophy revolves around early and frequent communication with project team members, including City staff, subconsultants, and project stakeholders. The most effective management tool we will use is open and documented communication, especially when meeting tight project deadlines. Our Project Manager, Ms. Hughes, PE, will ensure the project requirements are clearly understood and reinforced through frequent communication with the entire project team. The following is a brief outline of our management approach to delivering exceptional services to the City with a quality, cost-effective product. Ms. Hughes will use this approach to promote team communication, collaboration, and proper documentation in managing all phases of the project.

- Prepare a work plan that addresses staffing and assignments, scope of work, deliverables, budget, and schedule with milestones. The work plan provides definitive directions to the project team as agreed to by the City during the initial kick-off meeting.
- Conduct project team meetings, including the kick-off meeting, to facilitate informed discussions and decisions and team consensus on solutions and action items. All team members are kept informed through meeting minutes that highlight decisions, action items, and prompt follow-through.

- Consistently use project tracking tools, such as issues and decision logs, monthly progress reports, and schedule updates.
- Utilize effective communication mediums through a complete stakeholder contact list specifically tailored to facilitate face-to-face, phone, email, written document, and fax communications and project needs. Communication never stops.

Subconsultant Management Plan



One of Willdan's advantages over most of our competitors is that we offer nearly all the required engineering services with in-house experts and technicians. We do not need to hire and manage as many subconsultants as other firms do. However, Willdan has made a commitment to hiring disadvantaged, minority, women, and disabled veteran businesses whenever possible. We always strive to meet or exceed the goals set by our client agencies. Subconsultants will take all formal direction from our project manager. All activities related to the administration of the subconsultant agreements will be managed by our project manager. Ms. Hughes will review our subconsultants' progress on a weekly basis. All subconsultant work is included in our quality control reviews.

Cost Control



The budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work. Beginning with electronic timekeeping, project hours are assigned to the appropriate tasks and subtasks and booked as work-in-process. Pre-bill reports are generated that identify the hours to be billed, along with any other direct charges for the project. This is the information used to determine each month's invoicing. Once hours and charges are billed, they are shifted from Work-in-Process to Accounts Receivable to ensure that billed hours are inactivated. Monitoring is easily accomplished through team member progress updates and comparisons between the scope of work, schedule, and budget.

Schedule Control



A critical path method master schedule will be prepared following the notice to proceed. The project schedule will identify major items of work to be performed and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our project manager and task leads to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate challenges before they impact the schedule. If it is determined that a design or construction element is falling behind schedule, Ms. Hughes will meet with the respective team members, identify the problem, and see to it that extra support and effort are expended to bring the project back on schedule. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to get the project back on track.

Ms. Hughes will monitor all project progress on a weekly basis and will use the below approach to maintain the project's schedule.

- Create a detailed project schedule outlining all tasks, including quality control efforts and tasks to be performed by City staff, with completion dates necessary to achieve the overall schedule goal.
- Assign staff with the appropriate level of expertise that can develop and deliver submittals correctly the first time and avoid costly rework.
- Frequently check-in with City staff, Willdan team members, and subconsultant production staff to stay abreast of task progress and implement corrective measures to maintain the schedule.
- Conduct project team meetings to discuss task progress related to the schedule along with= tasks means and methods to ensure the team remains on the path identified at the project onset.
- Develop thorough meeting minutes and hold team members accountable with specifically identified deadlines and decisions.

Constructability Review



Willdan's construction management team will perform a constructability review of the plans and specifications, including analysis of quantities and costs, check of construction phasing, full analysis of the contractor's schedule, and applicable requirements for federal funding and reimbursement submittals. They will also review the SWPPP to confirm that the contractor's plan meets QSP/QSD requirements and that all storm water permits are in place. Additionally, our construction manager will maintain a project-first philosophy with the contractor. When this is achieved, construction is easy, straight forward, and accomplished with a minimum of issues. We are a team; and right is right and wrong is wrong for all parties. When this is established, it creates a fair environment for all and project success is achieved.

Quality Assurance and Control



Quality assurance and control procedures are critical to ensuring sound engineering practices and quality deliverables are produced for our clients. Willdan operates daily under a company-wide Quality Assurance/Quality Control (QA/QC) Program. In accordance with Willdan's QA/QC Manual, Mr. Adel Freij, PE, will serve as the project's Quality Assurance Manager. Project-specific quality assurance activities will be planned at the beginning of the project. Typical QA/QC activities include assigning the appropriate technical staff to the project, selecting the proper project technical approach, establishing a project schedule that meets internal Willdan and City deadlines, and determining the proper level of QA/QC review. The four review levels for project deliverables are:

Level 1 – peer review only
Level 2 – peer review and editorial review (documents)
Level 3 – peer review, editorial review, and engineer review
Level 4 – all elements of Level 3 plus additional reviews by specific technical experts

The two major components of the quality assurance review are technical and communication reviews. A Level 3 review will be performed on engineering design plans, specifications, and cost estimate to ensure the design is sound, constructible, and appropriate for the intended use and to confirm deliverables meet the scope of work requirements. This process involves reviews by independent designers and the Project Manager prior to submittal for formal review under the agreed-upon project-specific quality assurance plan. Project documents, including letters and correspondence, are subject to a Level 2 review to ensure deliverables are

reasonably organized, text and presentation are understandable and easy to follow, any required formats are followed, and there are no grammatical or spelling errors. All subconsultants are held to Willdan's high-quality standards and deliverables are included and reviewed as part of our quality assurance process.

Hourly Rate Schedule

Our hourly rate schedule reflects overtime hourly rates, mileage costs, and pricing for any additional billing requirements (such as blueprint fees, etc.). Hourly rates quoted at the commencement of any specified project shall remain valid throughout the duration of that project.

Schedule of Hourly Rates

WILLDAN

Effective July 1, 2022 to June 30, 2023

DESIGN ENGINEERING	
Technical Aide I	$74
Technical Aide II	$96
Technical Aide III	$115
CAD Operator I	$120
CAD Operator II	$139
CAD Operator III	$154
GIS Analyst I	$160
GIS Analyst II	$175
GIS Analyst III	$185
Environmental Analyst I	$133
Environmental Analyst II	$149
Environmental Analyst III	$159
Environmental Specialist	$171
Designer I	$160
Designer II	$166
Senior Designer I	$175
Senior Designer II	$184
Design Manager	$185
Senior Design Manager	$188
Project Manager I	$169
Project Manager II	$187
Project Manager III	$197
Project Manager IV	$212
Principal Project Manager	$216
Program Manager I	$187
Program Manager II	$199
Program Manager III	$217
Assistant Engineer I	$133
Assistant Engineer II	$148
Assistant Engineer III	$157
Assistant Engineer IV	$165
Associate Engineer I	$170
Associate Engineer II	$177
Associate Engineer III	$181
Senior Engineer I	$184
Senior Engineer II	$188
Senior Engineer III	$191
Senior Engineer IV	$195
Supervising Engineer	$199
Traffic Engineer I	$199
Traffic Engineer II	$212
City Engineer I	$212
City Engineer II	$220
Deputy Director	$220
Director	$226
Principal Engineer	$245

BUILDING AND SAFETY	
Assistant Code Enforcement Officer	$98
Code Enforcement Officer	$112
Senior Code Enforcement Officer	$132
Supervisor Code Enforcement	$160
Plans Examiner Aide	$105
Plans Examiner	$160
Senior Plans Examiner	$175
Assistant Construction Permit Specialist	$112
Construction Permit Specialist	$118
Senior Construction Permit Specialist ***	$139
Supervising Construction Permit Specialist	$147
Assistant Building Inspector	$132
Building Inspector***	$147
Senior Building Inspector	$160
Supervising Building Inspector	$175
Inspector of Record	$187
Deputy Building Official	$187
Building Official	$189
Plan Check Engineer	$183
Supervising Plan Check Engineer	$185
Principal Project Manager	$216
Deputy Director	$220
Director	$226

PLANNING	
CDBG Technician	$78
CDBG Specialists	$93
CDBG Analyst	$110
CDBG Coordinator	$138
CDBG Manager	$166
Planning Technician	$118
Assistant Planner	$147
Associate Planner	$160
Senior Planner	$182
Principal Planner	$189
Planning Manager	$201
Deputy Director	$220
Director	$226

ADMINISTRATIVE	
Administrative Assistant I	$90
Administrative Assistant II	$109
Administrative Assistant III	$127
Project Accountant I	$102
Project Accountant II	$119
Project Controller I	$127
Project Controller II	$143

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	$132
Labor Compliance Manager	$166
Utility Coordinator	$167
Office Engineer I	$133
Office Engineer II	$148
Assistant Construction Manager	$145
Construction Manager	$168
Senior Construction Manager	$182
Resident Engineer I	$189
Resident Engineer II	$196
Project Manager IV	$212
Deputy Director	$220
Director	$226

INSPECTION SERVICES	
Public Works Observer **	$113
Public Works Observer ***	$138
Senior Public Works Observer**	$124
Senior Public Works Observer ***	$138

MAPPING AND EXPERT SERVICES	
Survey Analyst I	$139
Survey Analyst II	$160
Senior Survey Analyst	$182
Supervisor - Survey & Mapping	$191
Principal Project Manager	$216

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$139
Associate Landscape Architect	$160
Senior Landscape Architect	$175
Principal Landscape Architect	$185
Principal Project Manager	$216

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2022 thru June 30, 2023, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

Lawsuit/Litigation History

Willdan Engineering has normal workers compensation, auto, and liability litigation in the course of our daily operation and none of the litigation materially impacts the financials of our company or will impact the performance of this agreement.

Financial Interests

Willdan has no known conflicting financial relationships with current members of the City Council and City staff, and entities for which said members are employed, or have an interest, both past, and present.

Public Works Contractor Registration Certification

Willdan Engineering's DIR number is 1000025452.

Certification of Non-Collusion

Willdan's notarized certification of non-collusion form follows this page.

"NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID" [Public Contract Code § 7106]

State of California)
) §
County of Ventura)

The undersigned declares:

I am the Deputy Director of City Engineering of Willdan Engineering, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/14/23 [date], at Ventura [city], CA [state]."

Dated: May 14, 2023

Bidder: Willdan Engineering

By: _____
(Signature)

Title: Deputy Director of City Engineering

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura }

On 5/14/2023 before me, Danielle Tannenbaum, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Roxanne Hughes
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DANIELLE TANNENBAUM
Notary Public - California
Ventura County
Commission # 2360146
My Comm. Expires Jun 6, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Danielle Tannenbaum
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

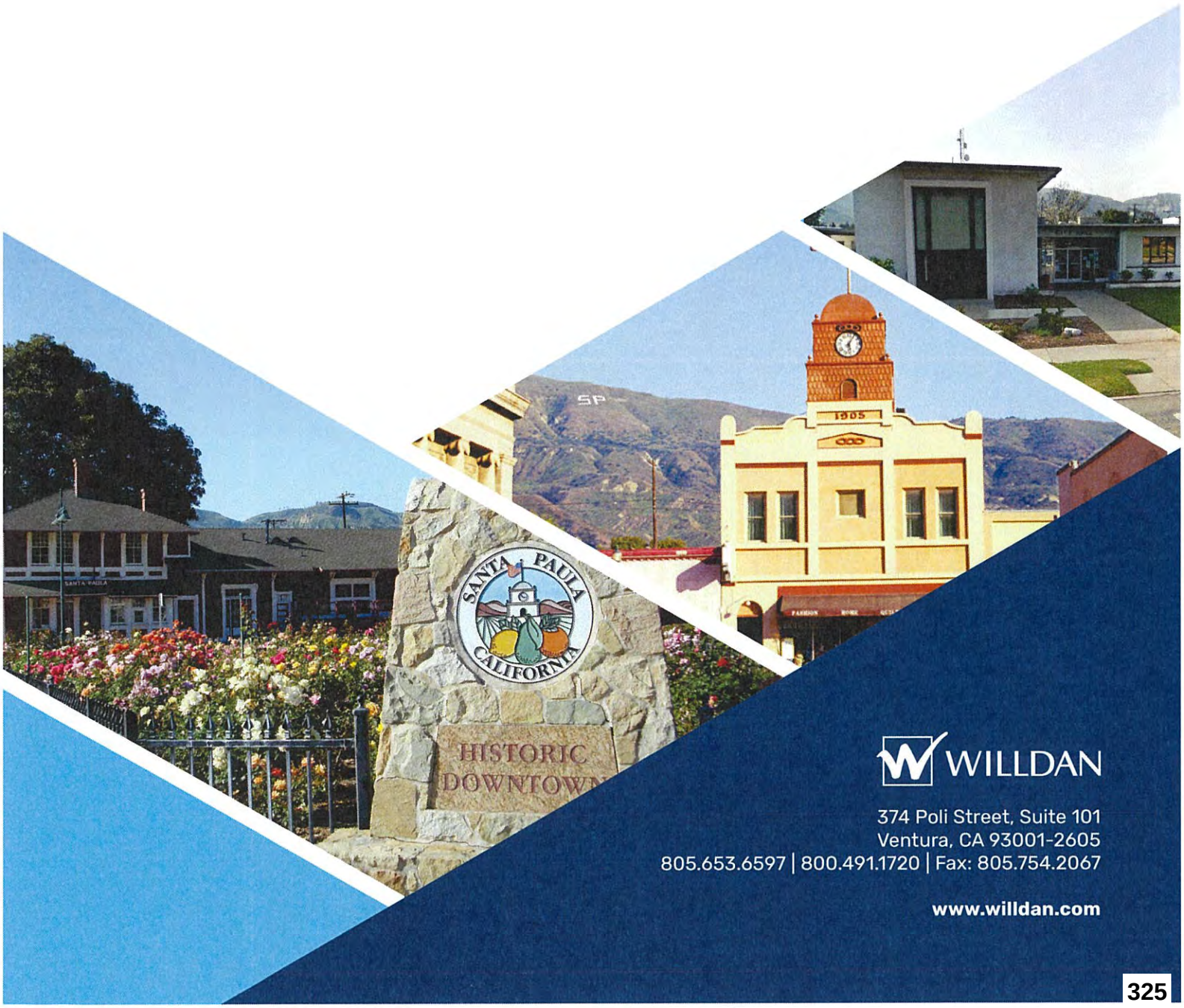
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association



WILLDAN

374 Poli Street, Suite 101
Ventura, CA 93001-2605
805.653.6597 | 800.491.1720 | Fax: 805.754.2067

www.willdan.com

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

[**PROVISIONS APPLY ONLY IF CONSULTANT SERVICESARE FEMA-FUNDED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

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

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

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

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

_____
_____attached _____proposal dated _____(Exhibit A).

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

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

CONSULTANT/CONTRACTOR

_____ _____
Consultant Company **Date**

Recommended/Approved By:

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

_____ _____

Dan Singer,
City Manager

Date

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: RESPONSE TO GRAND JURY REPORT ENTITLED WATER AVAILABILITY FOR WILDFIRES IN VENTURA COUNTY

Date: September 6, 2023

Agenda Item: 10.G

RECOMMENDATION:

Staff recommends that the City Council:

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

BACKGROUND:

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

On or about June 12, 2023, the Ventura County Grand Jury issued its report titled "Water Availability for Wildfires in Ventura County" (the "Report"). In the Report, the Grand Jury recognized that in the 2017 Thomas and the 2018 Woolsey fire, water shortages hampered firefighting efforts and the ability to protect structures. The Grand Jury also recognized Ventura County frequently experiences conditions of low humidity, high winds and dry brush, conducive to dangerous wildland fires. Ventura County has 96% of its rural and unincorporated lands classified as very high fire zones.

The Report focused on the importance of having written procedures, adequate backup power, proper notifications of various safety notices, and communication between water purveyors. The Report noted that notifications to Ventura County public water purveyors of impending Fire Weather Watches and Red Flag Warnings are inconsistent. The Report noted that inadequate communication between adjoining Ventura County public water purveyors limits their ability to coordinate available resources. The Report also noted that not all cities have adopted language concerning brush clearance around water infrastructure that is consistent with Ventura County Fire Code.

The Report recommends that Ventura County water purveyors establish written operational procedures and training to provide for increased water supply during Fire Weather Watch, Red Flag Warning, active fire and Public Safety Power Shutoff events for purposes of firefighting.

The Report further recommends that Ventura County water purveyors have on-site emergency power available for all critical water infrastructure; that the Ventura County Office of Emergency Services maintain a current contact list of Ventura County water purveyors, updated at least once a year; that Ventura County water purveyors establish common communication protocols with adjoining water purveyors to be able to coordinate needed actions, including water transfers; and that all Ventura County water purveyors establish a protocol for brush clearance around pumps, water tanks and supported infrastructure in accordance with Ventura County's Fire Code. At the conclusion of the Report, the Grand Jury requested a response from the City to Findings F-01 through F-10, F-12 through F-14, Recommendations R-01 through R-03, and R-05 through R-8.

ANALYSIS:

Within 90 days after a Grand Jury's issuance of the report, the City Council must comment to the Presiding Judge of the Superior Court on the findings and recommendations contained in the report. The attached proposed response to the Report, prepared by the Public Works Director and other key City staff, addresses the Grand Jury's findings and recommendations.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

There are no fiscal impacts associated with this item outside of staff's time to respond to the report.

OPTIONS:

In addition to the recommended action, the Council can:

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

ATTACHMENTS:

Exhibit A - Proposed Response to Report on Water Availability for Wildfires in Ventura County.pdf
Exhibit_B_GJ-Report_2022-23_WaterAvailabilityForWildFiresInVenturaCounty.pdf

EXHIBIT A

Proposed Response to Report on Water Availability for Wildfires in Ventura County

"Citrus Capital of the World" City of Santa Paula

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

September 6, 2023

The Honorable Kevin G. DeNoce
Presiding Judge of the Superior Court
County of Ventura
800 South Victoria Avenue
Ventura, CA 93009

Re: City's Response to Grand Jury Report Entitled "Water Availability for Wildfires in Ventura County"

Dear Judge Kevin G. DeNoce:

On or about June 12, 2023, the Ventura County Grand Jury issued its report titled "Water Availability for Wildfires in Ventura County" (the "Report"). In the Report, the Grand Jury recognized that in the 2017 Thomas and the 2018 Woolsey fire, water shortages hampered firefighting efforts and the ability to protect structures. The Grand Jury also recognized Ventura County frequently experiences conditions of low humidity, high winds and dry brush, conducive to dangerous wildland fires. Ventura County has 96% of its rural and unincorporated lands classified as very high fire zones.

The Report focused on the importance of having written procedures, adequate backup power, proper notifications of various safety notices, and communication between water purveyors. The Report noted that notifications to Ventura County public water purveyors of impending Fire Weather Watches and Red Flag Warnings are inconsistent. The Report noted that inadequate communication between adjoining Ventura County public water purveyors limits their ability to coordinate available resources. The Report also noted that not all cities have adopted language concerning brush clearance around water infrastructure that is consistent with Ventura County Fire Code.

The Report recommends that Ventura County water purveyors establish written operational procedures and training to provide for increased water supply during Fire Weather Watch, Red Flag Warning, active fire and Public Safety Power Shutoff events for purposes of firefighting. The Report further recommends that Ventura County water purveyors have on-site emergency power available for all critical water infrastructure; that the Ventura County Office of Emergency Services maintain a current contact list of Ventura County water purveyors, updated at least once a year; that Ventura County water purveyors establish common communication protocols with adjoining water purveyors to be able to coordinate needed actions, including water transfers; and that all Ventura County water purveyors establish a protocol for brush clearance around pumps, water tanks and supported infrastructure in accordance with Ventura County's Fire Code. At the

conclusion of the Report, the Grand Jury requested a response from the City to Findings F-01 through F-10, F-12 through F-14, Recommendations R-01 through R-03, and R-05 through R-8.

Findings:

F-01. The Grand Jury finds that an adequate supply of water is essential for successful suppression of wildfires.

The City agrees with Finding F-01.

F-02. The Grand Jury finds that the limited number of Fire Weather Watch (FWW) advisories amplifies the importance of establishing written procedures, protocols and training.

The City cannot agree or disagree with finding F-02. An explanation of how the limited number of Fire Weather Watch (FWW) advisories amplifies the importance of establishing written procedures, protocols and training was not provided. The City acknowledges the importance of establishing written procedures, protocols, and training.

F-03. The Grand Jury finds that written procedures for actions taken by water purveyors during a Fire Weather Watch event is a best practice that is lacking in Ventura County.

The City agrees with Finding F-03

F-04. The Grand Jury finds that the limited number of Red Flag Warning (RFW) events amplifies the importance of establishing written procedures, protocols, and training.

The City cannot agree or disagree with finding F-04. An explanation on how the limited number of Red Flag Warning (RFW) events affects the importance of establishing written procedures, protocols and training was not provided. The City acknowledges the importance of establishing written procedures, protocols, and training.

F-05. The Grand Jury finds that written procedures for actions taken by water purveyors during a Red Flag Warning event is a best practice that is lacking in Ventura County.

The City agrees with finding F-05.

F-06. The Grand Jury finds that written procedures for actions taken by water purveyors during an active fire event is a best practice that is lacking in Ventura County.

The City agrees with Finding F-06.

F-07. The Grand Jury finds that written procedures for actions taken by water purveyors during Public Safety Power Shutoff (PSPS) events is a best practice that is lacking in Ventura County.

The City agrees with Finding F-07.

F-08. The Grand Jury finds that backup power to critical infrastructure is not always available

The City disagrees with Finding F-07 as it pertains to the City. The City has backup power for critical infrastructure on standby.

F-09. The Grand Jury finds that SCADA systems are not equipped with backup power in all instances.

The City disagrees with Finding F-09 as it pertains to the City. The City has backup power for its SCADA systems.

F-10. The Grand Jury finds that inadequate communication between adjoining water purveyors limits the ability to coordinate needed actions such as available water transfers.

The City cannot agree or disagree with Finding F-10. The city has no adjoining (e.g. connected) water purveyors available for water transfer.

F-12. The Grand Jury finds that enrolling in GETS and WPS would allow Ventura County water purveyors priority access to landline and cellular telephone networks in emergency situations.

The City agrees with Finding F-12.

F-13. The Grand Jury finds that enrolling in CalWARN would allow Ventura County water purveyors access to statewide resources.

The City cannot agree or disagree with Finding F-13 as no information was provided on what statewide resources would be accessible to the City.

F-14. The Grand Jury finds that Ventura County Fire Code section 4907.8 regarding brush clearance around water tanks, water supply pumps, pump houses and related infrastructure applies to all rural and unincorporated communities, and all cities except Fillmore, Oxnard and Ventura.

The City agrees with Finding F-14.

Recommendations:

R-01. The Grand Jury recommends that water purveyors establish written operational procedures and training to provide for increased water supply for fire flow during FWWs, RFWs, active fires and PSPS

The City will implement recommendation R-01. The City has established written operational procedures to provide for increased water supply for fire flow during FWWs, RFWs, active fires and PSPS and will commence training August 2023.

R-02. The Grand Jury recommends that water purveyors have emergency power on site for all critical water infrastructure including SCADA systems.

The City has implemented recommendation R-02. The City currently has a combination of stationary and mobile generators to provide emergency power for all critical water infrastructure including SCADA systems.

R-03. The Grand Jury recommends that water purveyors establish common communication protocols with adjoining water purveyors to coordinate needed actions, including water transfers during active fires.

The City cannot implement recommendation R-03 as it does not have any adjoining (e.g. connected) water purveyors available for water transfer. The City will make efforts to formalize communication protocols with neighboring water purveyors for other needed resource sharing.

R-05. The Grand Jury recommends that water purveyors enroll their employees in the FCC Wireless Priority Service (WPS) providing cell phone priority in emergencies.

The City has implemented recommendation R-05.

R-06. The Grand Jury recommends that water purveyors enroll in the Government Emergency Telecommunications System (GETS) providing landline phone priority in emergencies

The City has implemented Recommendation R-06.

R-07. The Grand Jury recommends that all water purveyors enroll in CalWARN, a network of water and wastewater agencies that can provide emergency resources.

The City will consider implementing recommendation R-06 and will gather additional information regarding enrollment in CalWARN.

R-08. The Grand Jury recommends that all water purveyors provide brush clearance around water tanks, water supply pumps, pump houses and related infrastructure.

The City has implemented recommendation R-08. The City provides brush clearance around water tanks, water supply pumps, pump houses, and related infrastructure on a regular basis. The City proactively monitors for uncontrolled brush growth as part of its regular site inspections.

We thank you for the opportunity to respond to the Report. Should you have any further questions or desire any further information, please contact our City Manager, Dan Singer, by telephone at (805) 933-4201 or by email at dsinger@spcity.org.

Sincerely,

Andy Sobel
Mayor

cc: Santa Paula City Council
Dan Singer, City Manager
Clete Saunier, Public Works Director
Keith Frost, Foreperson

EXHIBIT B

Grand Jury Report on Water Availability for Wildfires in Ventura County

COUNTY of VENTURA
Grand Jury

800 South Victoria Avenue
Ventura, CA 93009
Tel (805) 477-1600
Fax (805) 658-4523
grandjury.countyofventura.org

Confidential

CITY MANAGER'S OFFICE
JUN 12 2023
RECEIVED

Mayor Andy Sobel
City of Santa Paula, City Council
970 Ventura St.
Santa Paula, CA 93060

The 2022-2023 Ventura County Grand Jury has completed the attached report titled *Water Availability for Wildfires in Ventura County.* Also attached is a copy of California Penal Code Section 933.05. This copy of the report is being provided to you two working days in advance of its public release, as required by California Penal Code Section 933.05(f).

California Penal Code Section 933.05 also requires the City of Santa Paula, City Council to respond to the Findings and Recommendations of the Grand Jury in the report. Please review the section of the report titled "RESPONSES" for the specific Findings and Recommendations to which you are required to respond.

You are required to submit your responses in writing within **90 days** to: The Honorable Kevin G. DeNoce, Presiding Judge, Superior Court of California, County of Ventura, 800 S. Victoria Avenue, Ventura, CA 93003. Please also send a written copy of your responses to: Ventura County Grand Jury, 800 S. Victoria Avenue, Ventura, CA 93009.

Please keep in mind that this report must be kept confidential until it is publicly released by the Grand Jury. Should you have any questions, please contact the Grand Jury Foreperson at GrandJuryFAX.POCAO.VCISD@Ventura.org.

Respectfully,

Keith Frost
Foreperson
Ventura County Grand Jury (2022-2023)

2022 - 2023
Ventura County Grand Jury

Final Report

Water Availability for Wildfires in Ventura County
June 12, 2023

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Water Availability for Wildfires in Ventura County

SUMMARY

In the 2017 Thomas fire and the 2018 Woolsey fire, water shortages hampered firefighters' ability to protect structures. Ventura County frequently experiences conditions of low humidity, high winds and dry brush, conducive to dangerous wildland fires. Ventura County has ninety-six percent of its rural and unincorporated lands classified as very high fire zones.

The 2022-2023 Ventura County Grand Jury conducted an investigation of current protocols and procedures utilized by 15 Ventura County public water purveyors to supply adequate water for wildland fire suppression.

The Grand Jury finds that having written procedures for actions taken by public water purveyors during a Fire Weather Watch, Red Flag Warning, active fire and/or Public Safety Power Shutoffs due to wildfires is a best practice that is lacking in Ventura County.

The Grand Jury finds that most public water purveyors do not have adequate backup power in the event of disruptions due to fire damage or loss of utility power.

The Grand Jury finds that notification to Ventura County public water purveyors of impending Fire Weather Watches and Red Flag Warnings is inconsistent due to out-of-date contact lists at the Ventura County Office of Emergency Services.

The Grand Jury finds that inadequate communication between adjoining Ventura County public water purveyors limits their ability to coordinate available resources, including water transfers.

The Grand Jury finds that the cities of Fillmore, Oxnard and Ventura have not adopted language concerning brush clearance around water infrastructure that is consistent with Ventura County Fire Code.

The Grand Jury recommends that Ventura County water purveyors establish written operational procedures and training to provide for increased water supply during Fire Weather Watch, Red Flag Warning, active fire and Public Safety Power Shutoff events for purposes of firefighting.

The Grand Jury recommends that Ventura County water purveyors have on-site emergency power available for all critical water infrastructure.

The Grand Jury recommends that the Ventura County Office of Emergency Services maintain a current contact list of Ventura County water purveyors, updated at least once a year.

The Grand Jury recommends that Ventura County water purveyors establish common communication protocols with adjoining water purveyors to be able to coordinate needed actions, including water transfers.

The Grand Jury recommends that all Ventura County water purveyors establish a protocol for brush clearance around pumps, water tanks and supported infrastructure in accordance with Ventura County's Fire Code.

METHODOLOGY

The Grand Jury held interviews with Ventura County public water purveyors (hereinafter water purveyors), city and county officials and fire department officials. The Grand Jury also reviewed numerous documents in making its findings.

1. Water purveyors operating procedures, written policies and emergency response plans
2. Water purveyors, city, county and fire department websites
3. State of California Fire Code, State of California Fire Code amendments and State of California related building codes and their amendments
4. County of Ventura Fire Code, County of Ventura Fire Code amendments and County of Ventura related building codes with their amendments
5. Cities Fire Codes, Cities Fire Code amendments, Cities related building codes with their amendments
6. California Division of Drinking Water Regulations
7. California Water Code
8. National Weather Service data base
9. Local National Weather Service definitions
10. Numerous articles regarding climate change
11. State Responsibility Area Fire Hazard Severity Zones
12. Southern California Edison information regarding Public Safety Power Shutoff
13. Numerous historical articles on wildfires
14. Articles on Wildland-Urban Interface
15. After-action reports on the Thomas and Woolsey wildfires
16. US EPA Incident Action Checklists for Water Utilities
17. Public Safety Power Shutoff and Wildfire Information for Public Water Systems
18. US EPA Water Storage Tank time of water in water storage tanks
19. FCC Wireless Priority Service for cell phone priority in emergencies
20. Government Emergency Telecommunications Network for landline phone priority in emergencies
21. CalWARN network

BACKGROUND

Between 1972 and 2018, California experienced a fivefold increase in annual burned area, with several extremely large and destructive Wildland-Urban Interface (WUI) wildfires. (Ref-01, Att-01) WUI areas are defined as the location where structures and communities "meet or intermingle" with undeveloped wildland. WUI fires occur when fuels are critically dry, weather is warm, humidity is low and sustained high speed winds are prevalent. (Ref-01, Ref-02, Ref-03, Ref-04, Att-02)

In 2017, wildland fires destroyed 6200 homes and killed 44 people in California. Additionally in 2018, 14,000 homes were destroyed killing 85 people, which resulted in an estimated loss of $15-19 billion. (Ref-03)

Ventura County has experienced numerous large destructive WUI fires between 2003 and 2018, punctuated by the 2017 Thomas Fire and the 2018 Woolsey Fire (Ref-05, Att-03). Ventura Counties wildland fires from 1965 thru 2015 are displayed in Attachment-04. (Ref-06)

Ventura County consists of 1,223,000 acres area that includes approximately 574,000 acres of national forest land (47%), approximately 528,000 acres of rural land and unincorporated land (43%) and approximately 121,000 acres of urban development (10%). (Ref-07) Ninety-six percent of the rural and unincorporated land of Ventura County is classified as a very high fire hazard zone. (Ref-08, Ref-09, Ref-11, Att-05)

The National Weather Service (NWS) provides advisories of impending atmospheric conditions conducive to generation of wildland fires. When these conditions are predicted, a Fire Weather Watch (FWW) advisory is issued between 24 and 72 hours in advance. A Red Flag Warning (RFW) is then issued when these conditions are present. For the last 10 years, the average annual occurrence of FWWs and RFWs combined is 5.5 times per year, each occurrence averaging 3 days in length, for a total of 16.5 days per year. (Ref-02, Ref-10, Att-02, Att-06)

When a FWW or a RFW advisory occurs, some Ventura County water purveyors that store and distribute water are contacted by the Ventura County Office of Emergency Services (OES). Other water purveyors monitor the weather or have direct contact with the NWS to be notified when a FWW or RFW condition occurs or is imminent. However, some Ventura County water purveyors are not advised by either the NWS or OES regarding impending extreme weather conditions. (Ref-11)

When a FWW advisory is issued by the NWS, water purveyors generally initiate procedures preparing their water infrastructure and water storage for potential use in suppression of wildfires. Under RFW conditions, the water purveyors may give priority in storage and distribution of water to firefighting over drinking water quality, raising the quantity of water in storage tanks. (Ref-11). If no wildfire occurs, aging water in storage tanks may degrade in quality, requiring water purveyors to

flush the aging water or give special notice to consumers to take measures to maintain water safe for consumption. (Ref-11, Ref-12, Ref-13)

Generally, water purveyors monitor and regulate the flow of water through wells, pumps, and water storage tanks/reservoirs using Supervisory Control and Data Acquisition (SCADA) computer systems. (Ref-11) These systems depend upon constant reliable electrical power, which can be disrupted by the effects of a wildfire or a Public Safety Power Shutoff (PSPS) by the electrical provider. (Ref-14)

In case of electrical power loss, water purveyors can utilize batteries and generators to provide emergency backup power to their SCADA systems, pumps, wells and other water infrastructure. (Ref-15, Ref-16, Ref-17) This allows the water purveyors to continually provide water for customer consumption and fire suppression after fire damage to electrical systems or temporary shutdown of electrical power. (Ref-11, Ref-14)

In response to FWW and/or RFW, water purveyors generally adjust their water system operations, increasing water flow rates, water storage in tanks and reservoirs for the potential use in wildfire fighting. Water purveyors have a varied range of time to fill their water storage tanks from a few hours to three days if completely dry. The average time is 4 to 8 hours depending on levels maintained during normal operating conditions. Due to the speed wildfires are capable of traveling, some water purveyors start filling water storage tanks during the FWW. (Ref-11, Ref-18, Ref-19)

In general, Ventura County water purveyors lack established common communication protocols to coordinate needed resources among the purveyors, including water transfers. (Ref-11)

In the last 20 years, Ventura County has experienced seven major wildfires. (Ref-04, Att-03) The 2017 Thomas and 2018 Woolsey wildfires challenged water purveyors' ability to keep water sufficiently supplied to firefighters because of a loss of power to water infrastructure, coupled with the speed and size of the wildfires. (Ref-18, Ref-19, Ref-20)

Not all Ventura County water purveyors who are governed by the Ventura County Fire Code keep dry fuels away from pumps and wells, violating Ventura County Ordinance 32 Section 4907.8 The code states: "clearance requirements... shall apply to communication site towers and their support Buildings; required fire protection water supplies including water tanks, water supply pumps and pump houses; and any other utility Structure as required by the Fire Code Official." (Ref-21)

DISCUSSION (Statements of Fact)

SF-01. The United States Environmental Protection Agency (US EPA) and the California State Water Board have published guidelines for water purveyors recommending preparations for wildfires, including increased water storage, reliable power and personnel training. (Ref-22, Ref-23, Ref-24)

SF-02. During an RFW, all water purveyors surveyed increase the water level in storage tanks. (Ref-11)

SF-03. When a fast-moving wildfire increases in size and water storage tanks do not have adequate supply for firefighting, hydrants may run out of water. (Ref-18, Ref-19, Ref-20)

SF-04. During past Ventura County wildfires, firefighters have experienced hydrants that have run dry. (Ref-11, Ref-15, Ref-19, Ref-20)

SF-05. For the last ten years, the average number of days that Ventura County has been under Fire Weather Watch (FWW) is 5.5 days, with an average duration of one day. (Ref-10, Att-06)

SF-06. For the last ten years, the average number of days that Ventura County has been under Red Flag Warning (RFW) is 11 days, with an average duration of two days. (Ref-10, Att-06)

SF-07. One of fifteen water purveyors surveyed have written response procedures for FWW notification and RFW notification. (Ref-11)

SF-08. Four of fifteen water purveyors surveyed have written response procedures for an active fire. (Ref-11)

SF-09. One of fifteen water purveyors surveyed have written response procedures for PSPS notifications. (Ref-11)

SF-10. Two out of fifteen water purveyors surveyed have formal written training procedures to follow when preparing for FWW, RFW, active fire or PSPS scenarios. (Ref-11, Ref-16)

SF-11. Five out of fifteen water purveyors surveyed have permanent backup power to all their critical water infrastructure. (Ref-11)

SF-12. Five out of fifteen water purveyors surveyed have SCADA systems with emergency battery and backup power. (Ref-11)

SF-13. The US EPA's published guidelines for wildfire preparation include establishing shared communication protocols with neighboring utilities. (Ref-22, Ref-24)

SF-14. Three of fifteen water purveyors surveyed have a common radio protocol with adjoining water purveyors to coordinate needed actions and rapid water supply transfers. (Ref-11, Ref-17)

SF-15. Contact lists used by Ventura County OES, currently supplied by the Association of Water Agencies, are out of date by two years. (Ref-11, Ref-25)

SF-16. Six of fifteen water purveyors surveyed have enrolled their employees in the FCC Wireless Priority Service (WPS) for cell phone priority in emergencies. (Ref-26)

SF-17. Enrolling in the Government Emergency Telecommunication System (GETS) provides subscribers with priority access to landline telephone networks in emergency situations. (Ref-27)

SF-18. Three of fifteen water purveyors surveyed are members of California Water/Wastewater Agency Response Network (CalWARN) which is a mutual aid network that provides emergency resources statewide. (Ref-28)

SF-19. The Ventura County Fire Code applies to all local jurisdictions which contract with Ventura County Fire for their fire department service. (Ref-11, Ref-21)

SF-20. The cities of Fillmore, Oxnard and Ventura have their own fire departments and have not adopted the Ventura County Fire Code. (Ref-11, Ref-29, Ref-30, Ref-31)

SF-21. Two water purveyors surveyed are not subject to Ventura County Fire Code requirements that address brush clearance around water tanks, water supply pumps, pump houses and related infrastructure. (Ref-11, Ref-21)

FINDINGS

F-01. The Grand Jury finds that an adequate supply of water is essential for successful suppression of wildfires. (SF-01, SF-02, SF-03, SF-04)

F-02. The Grand Jury finds that the limited number of Fire Weather Watch (FWW) advisories amplifies the importance of establishing written procedures, protocols and training. (SF-01, SF-05, SF-07, SF-10)

F-03. The Grand Jury finds that written procedures for actions taken by water purveyors during a Fire Weather Watch event is a best practice that is lacking in Ventura County. (SF-01, SF-05, SF-07, SF-10)

F-04. The Grand Jury finds that the limited number of Red Flag Warning (RFW) events amplifies the importance of establishing written procedures, protocols, and training. (SF-01, SF-06, SF-07, SF-10)

F-05. The Grand Jury finds that written procedures for actions taken by water purveyors during a Red Flag Warning event is a best practice that is lacking in Ventura County. (SF-01, SF-06, SF-07, SF-10)

F-06. The Grand Jury finds that written procedures for actions taken by water purveyors during an active fire event is a best practice that is lacking in Ventura County. (SF-01, SF-08, SF-10)

F-07. The Grand Jury finds that written procedures for actions taken by water purveyors during Public Safety Power Shutoff (PSPS) events is a best practice that is lacking in Ventura County. (SF-01, SF-09, SF-10)

F-08. The Grand Jury finds that backup power to critical infrastructure is not always available. (SF-01, SF-11)

F-09. The Grand Jury finds that SCADA systems are not equipped with backup power in all instances. (SF-01, SF-12)

F-10. The Grand Jury finds that inadequate communication between adjoining water purveyors limits the ability to coordinate needed actions such as available water transfers. (SF-13, SF-14)

F-11. The Grand Jury finds that notification to water purveyors of FWWs and RFWs is inconsistent due to out-of-date contact lists. (SF-13, SF-15)

F-12. The Grand Jury finds that enrolling in GETS and WPS would allow Ventura County water purveyors priority access to landline and cellular telephone networks in emergency situations. (SF-16, SF-17)

F-13. The Grand Jury finds that enrolling in CalWARN would allow Ventura County water purveyors access to statewide resources. (SF-18)

F-14. The Grand Jury finds that Ventura County Fire Code section 4907.8 regarding brush clearance around water tanks, water supply pumps, pump houses and related infrastructure applies to all rural and unincorporated communities, and all cities except Fillmore, Oxnard and Ventura. (SF-19, SF-20, SF-21)

RECOMMENDATIONS

R-01. The Grand Jury recommends that water purveyors establish written operational procedures and training to provide for increased water supply for fire flow during FWWs, RFWs, active fires and PSPS. (F-01, F-02, F-03, F-04, F-05, F-06, F-07)

R-02. The Grand Jury recommends that water purveyors have emergency power on site for all critical water infrastructure including SCADA systems. (F-08, F-09)

R-03. The Grand Jury recommends that water purveyors establish common communication protocols with adjoining water purveyors to coordinate needed actions, including water transfers during active fires. (F-10)

R-04. The Grand Jury recommends that Ventura County Sheriff's OES develop a current contact list of water purveyors, updated at least once a year. (F-11)

R-05. The Grand Jury recommends that water purveyors enroll their employees in the FCC Wireless Priority Service (WPS) providing cell phone priority in emergencies. (F-12)

R-06. The Grand Jury recommends that water purveyors enroll in the Government Emergency Telecommunications System (GETS) providing landline phone priority in emergencies. (F-12)

R-07. The Grand Jury recommends that all water purveyors enroll in CalWARN, a network of water and wastewater agencies that can provide emergency resources. (F-13)

R-08. The Grand Jury recommends that all water purveyors provide brush clearance around water tanks, water supply pumps, pump houses and related infrastructure. (F-14)

R-09. The Grand Jury recommends that Ventura City Fire Department, Oxnard Fire Department and Fillmore Fire Department adopt the Ventura County standard for brush clearance around water tanks, water supply pumps, pump houses and related infrastructure. (F-14)

RESPONSES

Responses required from:

The following elected officer within 60 days:

Ventura County Sheriff (F-11, R-04)

The following governing bodies within 90 days:

Camrosa Water District, Board of Directors (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-14, R-01, R-02, R-03, R-05, R-06, R-07, R-08)

Casitas Municipal Water District, Board of Directors (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-14, R-01, R-02, R-03, R-05, R-06, R-07, R-08)

City of Camarillo, City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-14, R-01, R-02, R-03, R-05, R-06, R-07, R-08)

City of Fillmore, City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-14, R-01, R-02, R-03, R-05, R-06, R-07, R-08, R-09)

City of Oxnard, City Council (F-14, R-09)

City of Santa Paula, City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-14, R-01, R-02, R-03, R-05, R-06, R-07, R-08)

City of Simi Valley, City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-14, R-01, R-02, R-03, R-05, R-06, R-07, R-08)

City of Thousand Oaks, City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-14, R-01, R-02, R-03, R-05, R-06, R-07, R-08)

City of Ventura, City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-14, R-01, R-02, R-03, R-05, R-06, R-07, R-08, R-09)

Meiners Oaks Water District, Board of Directors (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-14, R-01, R-02, R-03, R-05, R-06, R-07, R-08)

Triunfo Water & Sanitation District, Board of Directors (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-14, R-01, R-02, R-03, R-05, R-06, R-07, R-08)

Ventura County Board of Supervisors (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-14, R-01, R-02, R-03, R-05, R-06, R-07, R-08)

Ventura River Water District, Board of Directors (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-12, F-13, F-14, R-01, R-02, R-03, R-05, R-06, R-07, R-08)

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GLOSSARY

TERM	DEFINITION
CalWARN	California Water/Wastewater Agency Response Network
FCC	Federal Communications Commission
FWW	Fire Weather Watch
GETS	Government Emergency Telecommunications System
NWS	National Weather Service
OES	(Ventura County) Office of Emergency Services
PSPS	Public Safety Power Shutoff
RFW	Red Flag Warning
SCADA	Supervisory Control And Data Acquisition
US EPA	United States Environmental Protection Agency
WFO	Weather Forecast Office
WPS	Wireless Priority Service
WUI	Wildland Urban Interface

ATTACHMENTS

Att-01. Seasonal and annual burned areas in California for 1972–2018

Att-02. Red Flag Criteria (Los Angeles/Oxnard)

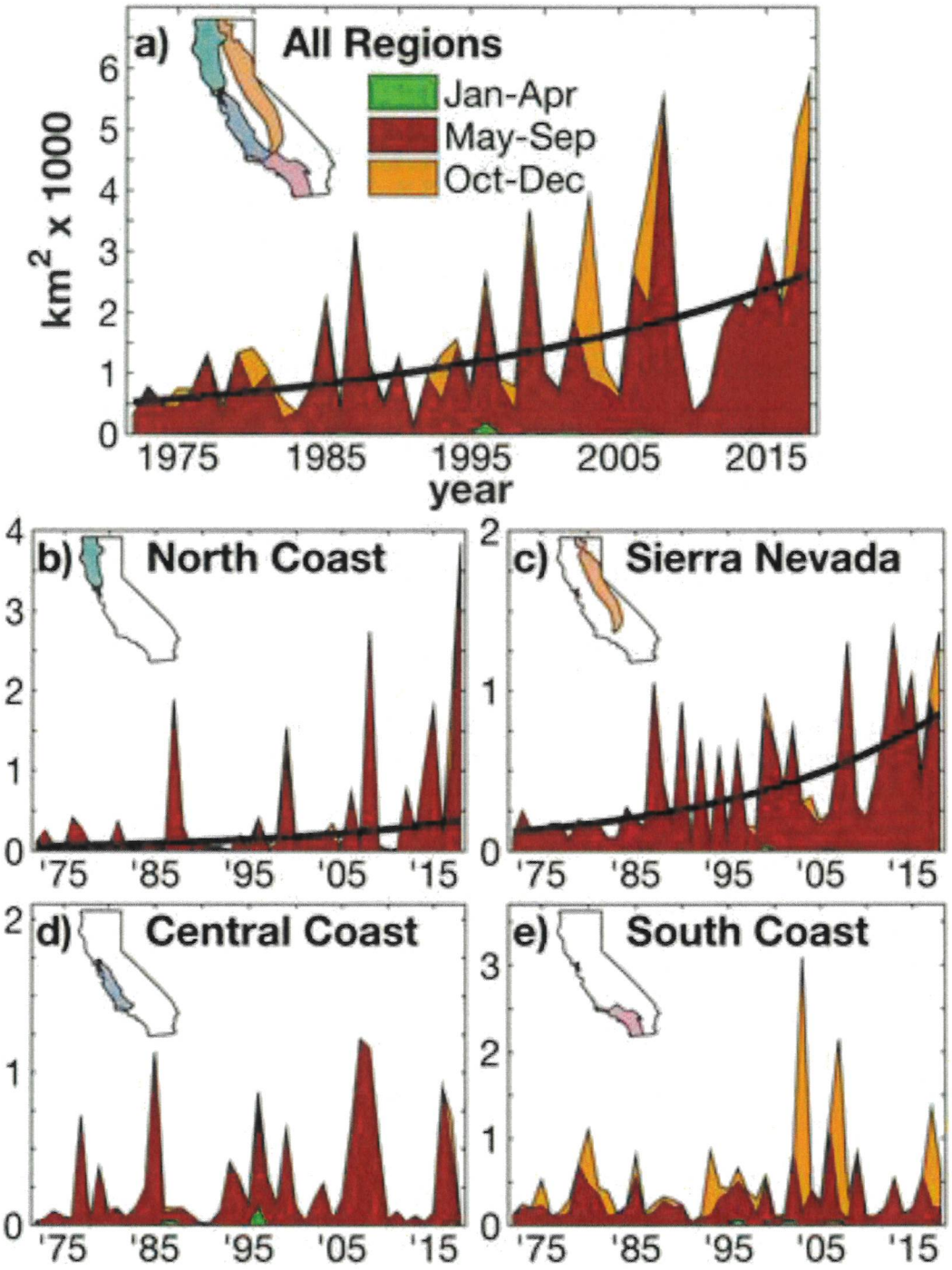
Att-03. Ventura County Major Fire Perimeters, last 20 years

Att-04. Wildfires History Map

Att-05. Ventura County Fire Hazard Severity Zones

Att-06. FWWs and RFWs in Ventura County, last 10 years

Attachment-01



Seasonal and annual burned areas in California for 1972–2018

Source: Ref-01

Attachment-02

Los Angeles/Oxnard National Weather Service Criteria

Red Flag Criteria

Weather Forecast Office (WFO)

Los Angeles/Oxnard

Red Flag Criteria requires dry fuels and any one of the following:

1. Relative Humidity 13 percent or less with either sustained winds 25 mph or greater or frequent gusts 35 mph or greater (duration of 6 hours or more)

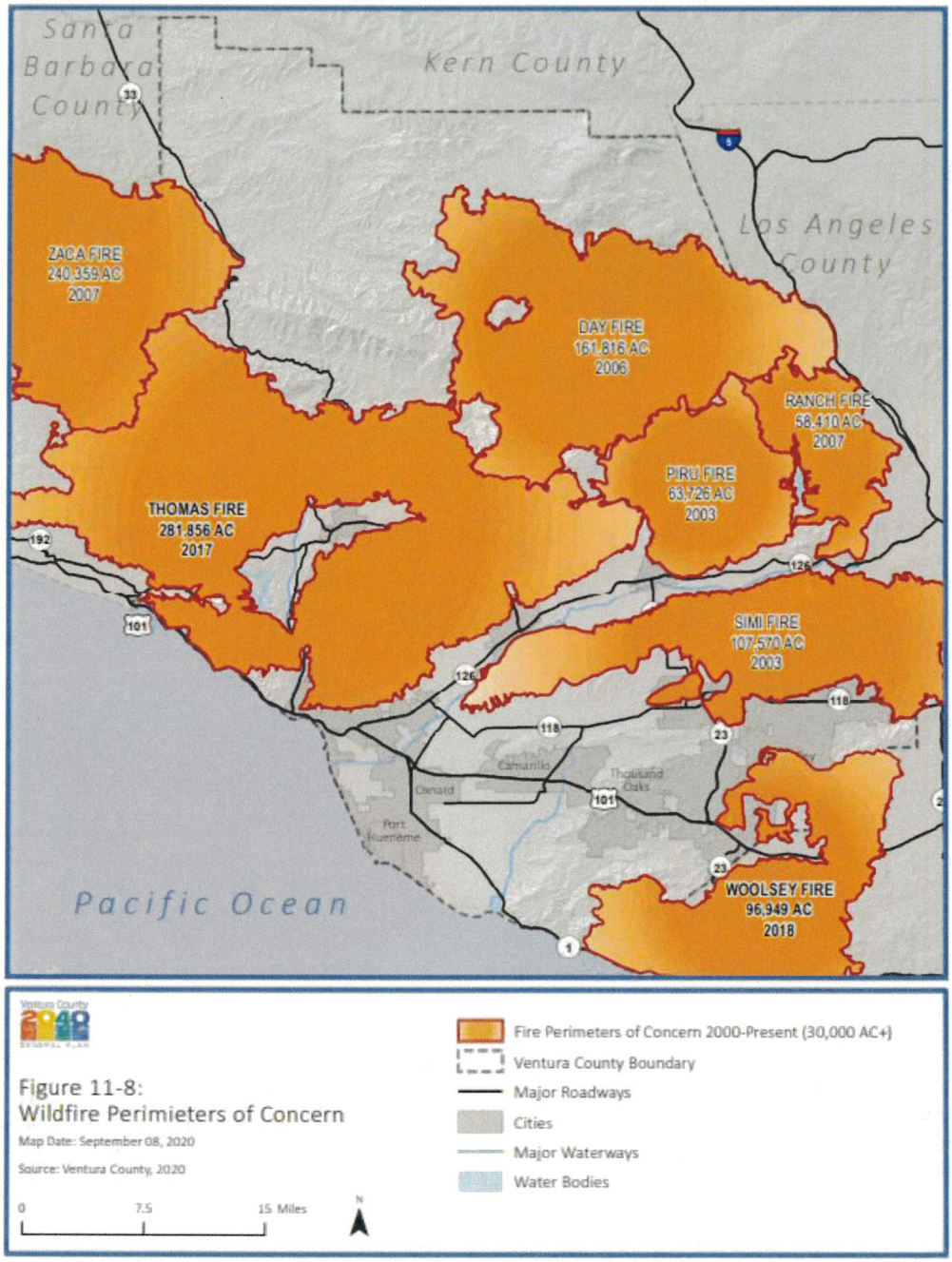
2. Relative Humidity 10 percent or less with either sustained winds 15 mph or greater or frequent gusts 25 mph or greater (duration of 6 hours or more)

3. Widespread and/or significant Dry Lighting

4. Other (forecaster discretion) unusual but significant metrological and/or fuel conditions in coordination with Geographic Area Coordination Centers (GACC) or local agency

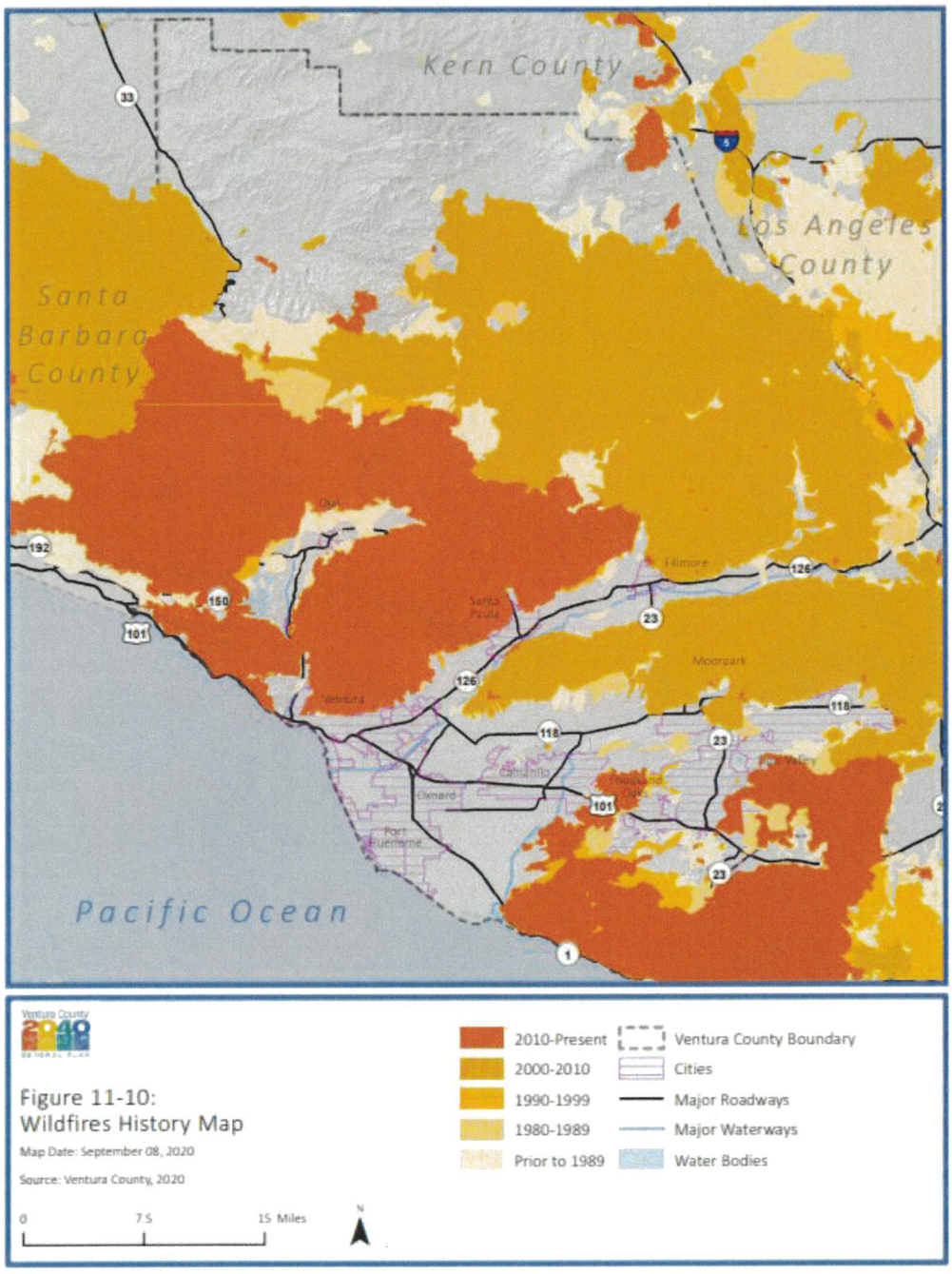
Source: Ref-04

Attachment-03



Source: Ref-05

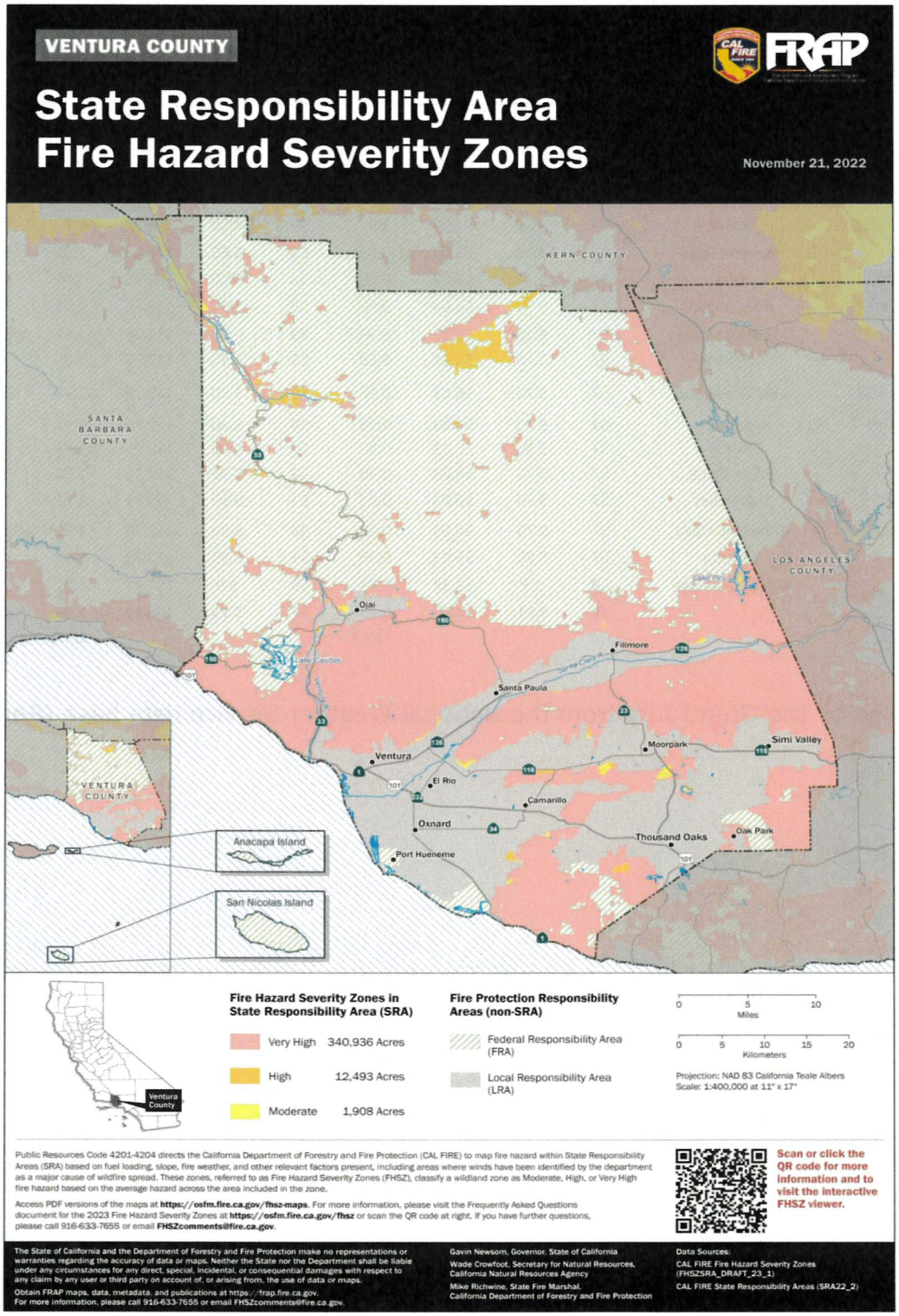
Attachment-04



Section 11.3: Wildfire Hazards September 2020
11-48

Source: Ref-06

Attachment-05



Source: Ref-09

Attachment-06

Agency	Location of agency	# of Fire Weather Watch Alerts	10 Year Avg Fire Weather Watch Alerts	Total number of Fire Weather Watch days	Avg # of Days per Fire Weather Watch Alert	Number of Red Flag Warnings	10 Year Average Red Flag Warnings	Total number of Red Flag Warning days	Avg # of Days per Red Flag Warning Alert	Longitude	latitude
Camarillo Water	Camarillo	45	4.50	47.05	1.05	49	4.90	84.26	1.72	34.2164	-119.0376
Ventura County WWD #19	Somis	45	4.50	47.05	1.05	49	4.90	84.26	1.72	34.2584	-118.9956
Meiners Oaks WD	Meiners Oaks	54	5.40	53.07	0.98	56	5.60	109.46	1.95	34.4480	-119.2429
Upper Ventura WD	Ojai	54	5.40	53.07	0.98	56	5.60	109.46	1.95	34.4291	-119.2974
Ventura County WWD# 17	Bell Canyon	57	5.70	56.03	0.98	59	5.90	112.75	1.91	34.2081	-118.6875
Camrosa WD	Santa Rosa Valley	57	5.70	56.03	0.98	59	5.90	112.75	1.91	34.2456	-118.9011
Fillmore Water	Fillmore	57	5.70	56.03	0.98	59	5.90	112.75	1.91	34.3992	-118.9182
Ventura County WWD # 38	Lake Sherwood	57	5.70	56.03	0.98	59	5.90	112.75	1.91	34.1261	-118.8880
Ventura County WWD#1	Moorpark	57	5.70	56.03	0.98	59	5.90	112.75	1.91	34.2856	-118.8820
Triunfo WD	Oak Park	57	5.70	56.03	0.98	59	5.90	112.75	1.91	34.1751	-118.7580
Santa Paula Water	Santa Paula	57	5.70	56.03	0.98	59	5.90	112.75	1.91	34.3542	-119.0593
Simi Valley WWD #8	Simi Valley	57	5.70	56.03	0.98	59	5.90	112.75	1.91	34.2694	-118.7815
Thousand Oaks Water	Thousand Oaks	57	5.70	56.03	0.98	59	5.90	112.75	1.91	34.1811	-118.9110
Ventura Water	Ventura	57	5.70	56.03	0.98	59	5.90	112.75	1.91	34.2914	-119.2259
Trunfio WD	Westlake Village	59	5.9	58.32	0.99	59	5.9	107.07	1.81	34.1438	-118.7996
Average		**55**	**5.51**	**54.59**	**0.99**	**57**	**5.73**	**108.13**	**1.88**		
Average Total Days					**5.47**				**10.79**	**16.26**	

Compiled by the Grand Jury from the National Weather Service data base (Ref-10)

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: APPROVAL OF AMENDMENT NO. 2 TO MAINTENANCE SERVICES AGREEMENT WITH NATURAL GREEN LANDSCAPE, INC. FOR CITY WIDE LANDSCAPE SERVICES

Date: September 6, 2023

Agenda Item: 10.H

RECOMMENDATION:

Staff Recommends City Council:

1. In the abundance of caution, waive competitive bidding for the expanded scope of work and price increase in proposed Amendment No. 2 to a Maintenance Services Agreement with Natural Green Landscape, Inc. for citywide landscaping services, based on findings in the staff report.
2. Authorize the City Manager to execute Amendment No. 2.

BACKGROUND:

During the month of August 2022 staff solicited initial bids for citywide landscape services. As a result, the city received two responses. Natural Green Landscape, Inc. was the lowest bid and was awarded an initial agreement.

On January 18th of this year, City Council approved Amendment No. 1 to that agreement which included extending the term, changing the scope of services to include areas located in the Harvest Development, and increasing the not-to-exceed amount.

In addition to our current agreement with Natural Green Landscape, Inc., the city has another landscape maintenance agreement with Mariposa Landscapes, Inc. Mariposa currently maintains Harding Park and provides some tree maintenance and tree inventory services to the city as well.

ANALYSIS:

During the last budget cycle, staff requested funding for additional contracted landscape services for Teague Park, Las Piedras Park, and for the Sports Park at Harvest.

Staff reached out to our two current contractors (Natural Green and Mariposa) and asked them to prepare a cost proposal for landscape maintenance for each park and to additionally include the cost to provide restroom maintenance / custodial services to our public restrooms

located in our parks.

Below is the result of those cost proposals:

	Teague Park	Las Piedras Park	Sports Park	Park Restroom Maintenance
Mariposa	$38,800.56	$28,794.36	$148,216.92	$62,400.12
Natural Green	$18,000.00	$18,000.00	$60,000.00	$33,600.00

After reviewing the cost proposals and meeting with both contractors, staff is recommending moving forward with Natural Green Landscape, Inc. and executing Amendment No. 2 to their agreement.

In conferring with the City Attorney, it was her opinion that the expanded scope of work and contract price increase do not require the City to bid out the work as a new contract. However, in the abundance of caution, it is recommended that Council waive SPMC Section 41.09's formal bidding procedures pursuant to SPMC Section 41.10.

SPMC Section 41.10 gives Council the sole authority to waive bidding requirements “when required or desirable and in conformance with state law.” State law provides that cities must adopt purchasing regulations and that purchases must conform to the city’s purchasing regulations. See Gov. Code 54202. An example of what is “required or desirable” is when “general services [i.e. landscape maintenance] are available from only one vendor as supported by appropriate documentation.”

Accordingly, staff recommends that Council waive bidding requirements and find approval of Amendment No. 2 "required or desirable" for the following reasons:

1. City has an established relationship with Natural Green.
2. Because there is an established relationship, the City is already familiar with Natural Green's quality of work and it is not necessary to orient a new service provider to the City, saving staff and City resources.
3. Natural Green submitted the lowest priced proposal and, based on experience with landscape service providers, staff believes its services are competitively priced.

If the amendment is approved this evening, it is anticipated that Natural Green will begin providing services at Las Piedras and Teague Park beginning September 18th. In addition, we are anticipating the Sports Park's 90-day maintenance period will end mid-October to early November at which time Natural Green will begin providing landscape services at the Sports Park.

Please note that approving Amendment No. 2 with Natural Green does not end the City's relationship with Mariposa Landscapes. Staff intends to return to City Council in October with an amendment to their current agreement requesting that the term be extended and the not-to-exceed amount be increased. The City also has a current agreement with Mariposa for tree inventory services.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan; however, it is vital in order for us to provide well-maintained and safe landscaped areas throughout the city, including parks and sports fields.

We accomplish this by providing services both through agreements with qualified contractors and by the efforts of dedicated City staff.

FISCAL IMPACTS:

The costs related to landscape maintenance were approved as part of the FY 23-25 budget. The breakdown per line item is listed below:

280-5-5022-202	$37,200
500-5-5028-202	$4,800
610-5-5063-209	$7,200
620-5-5072-202	$7,200
504-5-6002-202	$70,000
104-5-9103-202	$60,000
100-5-1532-202	$15,600
803-5-1532-209	$6,000

OPTIONS:

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

1. Decline to approve the Amendment.

If Council chooses not to authorize the Amendment, staff will need to solicit additional bids for landscaping services for Park Maintenance as a separate project. This will delay the City's current obligation to provide landscape maintenance for the new Sports Park and will also delay the use of funding that was allocated for Teague Park and Las Piedras Park for park and sports field maintenance.

2. Provide alternate direction to staff.

ATTACHMENTS:

EXHIBIT A - Natural Green Amendment No. 2.pdf
EXHIBIT B - Natural Green Agreement and Amendment No. 1.pdf
EXHIBIT C - Mariposa Cost Proposal.pdf

EXHIBIT A

Natural Green Landscape, Inc.

Amendment No. 2

AMENDMENT NO. 2 TO THE MAINTENANCE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND NATURAL GREEN LANDSCAPE, INC.

This Amendment No. 2 to the Maintenance Services Agreement By and Between the City of Santa Paula and Natural Green Landscape, Inc. ("Amendment No. 2") is entered into as of the 6th day of September, 2023 by and between the CITY OF SANTA PAULA, a California municipal corporation (hereinafter "City"), and NATURAL GREEN LANDSCAPE, INC., a California corporation (hereinafter, "Contractor").

SECTION 1: Recitals. This Amendment No. 2 is made with reference to the following facts and objectives:

A. On or about September 19th, 2022, the City and Contractor entered into a Maintenance Services Agreement ("Agreement").

B. On or about January 18th, 2023, The City and Contractor entered into Amendment No. 1. (Amendment No. 1).

C. The Agreement, starting from October 1, 2022 and ending June, 30, 2026 ("Term"), authorizes the City to utilize Contractor for citywide landscaping services as set forth in the Scope of Services attached as Exhibit "A" to the Agreement.

D. City and the Contractor now mutually desire by this Amendment No. 2 to change the Scope of Services and increase the total compensation.

SECTION 2: Amendment. In consideration of the foregoing and pursuant to Section 3.7.11 of the Agreement, the Agreement is amended to read as follows:

Section 3.2, entitled "COMPENSATION" is amended to read as follows:

> "3.2. Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in the proposals attached hereto and incorporated herein by reference**. In consideration of future needs and changes in Scope of Services, the total compensation shall not exceed $220,000 annually** without written approval of City's City Manager or City Council, as the case may be. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.
>
> All non-landscape maintenance services provided are considered outside of this agreement."

SECTION 3: Counterparts. This Amendment No. 2 may be executed in any number or

counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

SECTION 4: Limited Amendment. Except as modified by this Amendment No. 2, all other terms and conditions of the Agreement, including Amendment No. 1, remain in full force and effect. In the event of a conflict between this Amendment No. 2 and the Agreement and/or Amendment No. 1, the provisions of this Amendment No. 2 shall control.

[Signatures on next page]

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

CITY OF SANTA PAULA

Dan Singer
City Manager

ATTEST:

Julie Latshaw
City Clerk

APPROVED AS TO FORM:

Monica Castillo
Interim City Attorney

NATURAL GREEN LANDSCAPE, INC.

Gilbert Zaragoza Jr.
President

LANDSCAPE MAINTENANCE CONTRACT
BID SCHEDULE DETAIL

Item #1 – Santa Paula Street at Cameron Island

Item #2 – Ojai Rd at Cherry Hill St. to SP City Limit

Item #3 –Ojai Rd. at Amber Ln

Item #4 – Peck Road North/West Corner at Telegraph Road

Item #5 – Peck Rd. at Harvard Blvd. – SE Planter

Item #6 – Peck Rd. Parkways / Santa Paula St. to Foothill Rd

Item #7 – Peck Road East Side of Harvard to Faulkner Road

Item #8 – Saticoy St. at Ojai Rd. (median) –

Item #9 - Parkway Planters at Telegraph & Country View Ct.

[illegible]

Item #10 – Downtown Main St. / 7th St. east to 8th St. east to 12th St [illegible]

[illegible]

Item #11 – Hillsborough Manor Ridge Hillside, East End of Loma Vista [illegible]

[illegible]

Item #12 - Well 12 at Lemonwood Dr [illegible]

[illegible]

Item #13 – Well 13 at Cemetary Rd. [illegible]

[illegible]

Item #14 – City Reservoir at 10th St. [illegible]

[illegible]

Item #15 – Peck Rd. Ditch [illegible]

[illegible]

Item #16 – Park St. Easement Mill Park [illegible]

[illegible]

Item #17 – Santa Clara and 12th St. [illegible]

[illegible]

Item #18 – Main St. at Harvard Blvd. West/East side to bridge [illegible]

[illegible]

Item #19 – 10th St.- Ventura St. to Main St. (Eastside parkway)

Item #20 – Santa Paula & Palm Ave. Southwest planter along Palm Ave.

Item #21 – West side of Palm Ave. from Ventura St. to Main St. (Water Yard)

Item #22 – Green Street Parking Lot and Alley

Item #23 – Santa Paula Water Recycling Facility 920 Cal Pipe Rd. –

Item #24 – Forrest Planter –

Item #25 - East Area 1 Corner of Hallock Dr./Telegraph Rd. up to Limoneira Ln. –

Natural Green Landscape
Landscape & Construction

Natural Green Landscape
5661 Perkins Road
Oxnard, CA 93033

City of Santa Paula Public Works
866 E Main St.
Santa Paula, CA 93060
ATTN: Gregory Barnes

January 10, 2023
Estimate: SP008

Project: **2023 Landscape Maintenance**
Located at: **City of Santa Paula**

The following is a price breakdown per area for the 2022 landscape maintenance for the City of Santa Paula as follows:

Site No.	Location	Monthly Total per Site	Monthly Visit
1.	Santa Paula St. & Cameron St.	$100.00	Bi-Weekly
2.	Cherry Hill to SP Limits	$100.00	Bi-Weekly
3.	Ojai Rd. & Amber Ln (WS Planter)	$250.00	Bi-Weekly
4.	Peck Rd. & Telegraph NW Corner Planter	$150.00	Bi-Weekly
5.	Peck Rd. at Harvard Blvd. (SE Planter)	$400.00	Bi-Weekly
6.	Peck Rd. Parkways/Santa Paula St. to Foothill Rd. (East side Planter)	$150.00	Monthly
7.	Peck Rd. East side of Harvard to Faulkner Rd. (Planter Area)	$100.00	Monthly
8.	Saticoy St. at Ojai Rd. (Planter)	$100.00	Bi-Weekly
9.	Parkway planters at Telegraph & Country View Court	$200.00	Monthly
10.	Downtown Main St. (7th St. East to 8th St. East to 12th St.	$500.00	Weekly

Natural Green Landscape
5661 Perkins Road
Oxnard, CA 93033

11.	Hillsborough Manor Ridge Hillside, East end of Loma Vista-Manor Ridge Hillside	$400.00	Bi-Weekly
12.	Well No. 12 at Lemonwood Dr.	$150.00	Bi-Weekly
13.	Well No. 13 at Cemetery Rd.	$150.00	Bi-Weekly
14.	City Reservoir at 10th St.	$100.00	Weekly
15.	Peck Rd. Ditch	$200.00	Monthly
16.	Park St. Easement Mill Park and Park St.	$100.00	Monthly
17.	Santa Clara and 12th St. South	$100.00	Monthly
18.	Main St. at Harvard Blvd. West/East side of Bridge	$100.00	Bi-Weekly
19.	10th St. Ventura St. to Main St. (East Side Parkway)	$100.00	Weekly
20.	Santa Ana & Palm Ave. Southwest Planter along Palm Ave.	$100.00	Bi-Weekly
21.	West side of Palm Ave, From Ventura St. to Main St.	$100.00	Bi-Weekly
22.	Green St. Alley and Parking Lot	$250.00	Bi-Weekly
23.	Santa Paula Water Recycling Facility 920 Cal Pipe Rd.	$600.00	Bi-Weekly
24.	Forest Drive Planter	$200.00	Bi-Weekly
25.	East Area 1 – Corner of Hallock & Telegraph up to Limonera Rd	$750.00	Weekly
26.	**Monthly Grand Total**	**$5,450.00**	

Natural Green Landscape
Landscape & Construction

Natural Green Landscape
5661 Perkins Road
Oxnard, CA 93033

City of Santa Paula
Parks & Recreation Department
530 W. Main St.
Santa Paula, CA 93060

July 25, 2023
Estimate: SP020R

Project: **City Parks Landscape Mowing**
Located at: **City of Santa Paula**

The following is a price for the 2023 landscape maintenance of 1 park for the City of Santa Paula Parks and Recreation. The following Park is being proposed – Las Piedras Park. This proposal is for the monthly maintenance price of 1 park.

Mowing:

- Turf shall be mowed, and clippings removed.
- Cut cool season turf at least 2 ½ inches during warm season and reduce to 2 inches during cool season.
- Cut warm season turf at 1 ½ inches, during cool season.
- Turf shall be cut at a uniform height.
- Turf shall be cut with sharp blades.
- Mowing patterns shall be changed weekly to avoid rutting of turf areas.
- Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles in the lawn areas, such as electrical boxes or fixtures.
- No mowing shall be performed in very wet conditions. The Client will be notified when the mow day will be rescheduled.
- Areas to be kept free of normal litter and debris during mowing

Edging:

- Perform edging on a weekly basis.
- All turf edges adjacent to walks, curbs, paved areas, fixtures at grade, and shrub or ground cover areas shall be trimmed as need to maintain a crisp and neat appearance with power edger. The use of string trimmer for edging is prohibited.
- Care shall be exercised with regard to the use of string trimmer (weed eaters) to prevent damage to trees, building surfaces, walls, header board, light fixtures, signage, etc. t.

Total as Described Above Monthly Per Park …… $1,500.00

Contract Extension: renewal contract for an additional 3+1+1 years will remain to current contract price until termination

Sincerely,
Anthony Zaragoza
Natural Green Landscape
License # 1027584

The above prices, specifications and conditions are satisfactory and are hereby accepted.
ACCEPTANCE OF PROPOSAL

_____
Print Name and Title of Authorized Representative

_____ _____
Authorized signature Date

Natural Green Landscape
Landscape & Construction

Natural Green Landscape
5661 Perkins Road
Oxnard, CA 93033

City of Santa Paula
Parks & Recreation Department
530 W. Main St.
Santa Paula, CA 93060

July 18, 2023
Estimate: SP019R

Project: **City Parks Landscape Mowing**
Located at: **City of Santa Paula**

The following is a price for the 2023 landscape maintenance of 1 park for the City of Santa Paula Parks and Recreation. The following Park is being proposed – Teague Park. This proposal is for the monthly maintenance price of 1 park.

Mowing:

- Turf shall be mowed, and clippings removed.
- Cut cool season turf at least 2 ½ inches during warm season and reduce to 2 inches during cool season.
- Cut warm season turf at 1 ½ inches, during cool season.
- Turf shall be cut at a uniform height.
- Turf shall be cut with sharp blades.
- Mowing patterns shall be changed weekly to avoid rutting of turf areas.
- Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles in the lawn areas, such as electrical boxes or fixtures.
- No mowing shall be performed in very wet conditions. The Client will be notified when the mow day will be rescheduled.
- Areas to be kept free of normal litter and debris during mowing

Edging:

- Perform edging on a weekly basis.
- All turf edges adjacent to walks, curbs, paved areas, fixtures at grade, and shrub or ground cover areas shall be trimmed as need to maintain a crisp and neat appearance with power edger. The use of string trimmer for edging is prohibited.
- Care shall be exercised with regard to the use of string trimmer (weed eaters) to prevent damage to trees, building surfaces, walls, header board, light fixtures, signage, etc. t.

Total as Described Above Monthly Per Park …… $1,500.00

Contract Extension: renewal contract for an additional 3+1+1 years will remain to current contract price until termination with possible increase request approved by city

Sincerely,
Anthony Zaragoza
Natural Green Landscape
License # 1027584

The above prices, specifications and conditions are satisfactory and are hereby accepted.
ACCEPTANCE OF PROPOSAL

_____
Print Name and Title of Authorized Representative

_____ _____
Authorized signature Date

Harvest Sports Park - City of Santa Paula



Natural Green 2023

Landscape Maintenance

Proposal

FOR: Gregory Barnes

Gregory Barnes – Parks & Recreation Director
City of Santa Paula
866 E. Main Street
Santa Paula, CA 93060

Property: Harvest Sports Park - City of Santa Paula

Subject: MONTHLY LANDSCAPE MAINTENANCE BID

Dear Gregory,

Thank you for the opportunity to provide a landscape maintenance plan for the **Harvest Sports Park - City of Santa Paula**. As we assessed your community, we isolated segmented consistent area issues we can improve. Maintaining quality in mature communities is a challenge simply because of distressed plant material, irrigation components, and the complexity of young plants and shrubs.

The Natural Green Landscape Maintenance difference is garnered from the methodology of how a business surveys an inventory of its assets and liabilities. Taking account of the community's plant material plays only a small part. ***The heart of the success of Natural Green Landscape*** is segmenting the community into similar component parts, we delegate staff with deeper guidance, and we maintain more capable crews and experienced account management personnel.

Our perspective is to find a balance of natural pruning that will require less frequent and aggressive pruning, hedging and clearance. By proactively managing young plant and trees to assure proper establishment. In some cases, plants were planted low requiring pulling soil from the trunks. It is crucial to review some planting areas to determine if there are high shade and full sun resulting in distress necessitating different plant material. The solution for these struggling areas determines if there are microclimates, excessive or inadequate moisture prior to filling these in. Filling them in with plants that are hardier and do better in the given conditions is key.

Harvest Sports Park - City of Santa Paula has had improper pruning practices that create the need for more frequent pruning. Hedging into boxes and other geometric shapes result in excessive dead wood and makes the community appear disheveled and out balance. Natural pruning rejuvenates natural forms of common areas with varied combinations of plants, ground covers we can improve over time.

In closing, our goal is to partner with the you to elevate the aesthetic and financial value of your community.

Respectfully,

Gilbert Zaragoza Jr.
President

Gilbert Anthony Zaragoza
Executive Management

Harvest Sports Park - City of Santa Paula– Transformation Plan

Shrub Pruning, Irrigation, Landscape Maintenance

Natural Green Solution*:*

Solutions Driven Landscape Maintenance Account Management

- Irrigation Plan: Create opportunities for saving water and enhancing community
  - ***Frequent communication with task driven solutions with Photos, Maps***
- No power equipment to be operated before 8:00 am.
- No weekend work unless requested by the property
- Staff is clearly identified in professional Natural Green Attire

Your Community Natural Areas:

- **N**ecessitate training and safety for pedestrians, sidewalks, and open spaces.
- Natural Green Staff proactively communicate pests such as bees will be included to weekly reports to indicate trends for the safety of staff and residents.

Shrub Pruning:

Rejuvenation Pruning: To restore excessive pruning of shrubs into boxes and geometric shapes.

- Results in excessive woody dead plant material inside
- More frequent pruning to maintain shapes
- Manicured shapes appear disheveled and unkept as shrubs lose their natural appearance and structure

Goal to Minimize cost and prolong time between pruning:

- Training shrubs through consistent pruning while they are young is important to establishing healthy vegetation, making budgets more stable from year to year saving money over time.
- Maintenance crews will adjust as needed for shrub pruning, based on growth rates, available water (drought) and exposure to sun and microclimates all contribute significantly to a need for proper pruning.

Irrigation Management:

Dedicated Irrigation Technician will be assigned to community.

- Identify all mains, valves and components that are functioning appropriately.
- Review plant material that is distressed and determine conditions of over water or under watering with the goal of optimizing water use.
- Identify dead or disheveled landscape materials resulting from failing irrigation with deteriorated heads.
- Components that have calcium deposits and root materials overtake irrigation systems.
- Water efficient options in locations with complex plants, water waste and conflicts resulting in capital loss.

Young Plants Trees: Young Trees and Shrubs that require modification of soil to assure proper establishment.

STAFFING

PLEASE NOTE: The Technicians we pick for your location will be a seasoned landscaping professional, presentable, and will be knowledgeable in all facets of landscaping (plant life, irrigation, power equipment, hardscapes, etc.). Technician will be bi-lingual and able to communicate fluently in English to a property representative.

Staff Duties

Natural Green Landscape will work throughout your property upon our weekly arrival. At all your entrances we will hand manicure shrubs and flowering plant material. We will maintain all groundcover, shrub beds, edging, detailing, and hand weeding throughout the entire property. Technicians will spray post-emergent herbicides monthly or as needed in Ornamental beds and hardscape areas to control weeds. Our staff will consistently remove fallen branches, debris and trash throughout the property. As needed, we will trim ornamental plants away from sprinklers so that there is proper water coverage in all planters. During our visits throughout the week we will remove leaf litter and trash debris in all planters, walkways, & any areas of concerns. We will consistently look for areas that need special attention and recommend supplementals and enhancements that will revamp your property. We shall hold a high standard of care for your property.

Training

Our crews are trained to properly mow, prune, detail and provide the necessary TLC to achieve proper horticulture health and a highest quality appearance to your landscape. We routinely hold ongoing training courses for our crews so that they are constantly learning the most current techniques and best practices to maintain your landscape at the highest quality possible

Irrigation

Weekly, our on-site staff will visually inspect the irrigation system. Staff will look for leaky valves and areas in concern. Staff shall also ensure proper coverage and that no foreign matter is clogging any sprinkler heads.

Monthly, our full-time irrigation tech will visually and hydraulically inspect the irrigation system to ensure that no sprinkler breakage has occurred. We will also, review water requirements of the project for over or under watering and adjust the automatic controller accordingly.

Communication / Account Manager

The Account Manager will ensure the quality of landscaping and determine areas of improvements. He and/or she will be in constant contact with your team to identify landscape maintenance priorities throughout the property. We will also work with you in providing any safety issues regarding the landscape. We will offer solutions that will specifically address your landscape needs

Harvest Sports Park - City of Santa Paula

Performance based contract shall service property weekly. Our perspective is to find a balance of natural pruning that will require less frequent and aggressive pruning, hedging and clearance.

Winter and Fall are task driven and we will adjust to meet the requirements of each season peaks, for instance, Spring and Summer and may require Natural Green to send additional manpower to assure that we do not fall behind or result in neglect of key areas.

ANNUAL COMPENSATION SCHEDULE

The monthly service contract for this property shall be $5,000.00 per month.

The total amount annually for this contract shall be $60,000.00 per year, which shall be paid in twelve (12) installments of $5,000.00 per month.

Notes:

- **Price includes initial Irrigation inspection of system and provide recommendations as needed**
- **Price includes evaluation reports for problem areas when needed**
- **Price includes Certified Arborist Reports when necessary with approved tree plans, and as approved tree care provider**
- **Irrigation tech labor per hour $65.00**

Highlights:

- **Mow and edge weekly**
- **Hand and mechanical spot weeding weekly**
- **Maintain groundcover, flower beds, planter beds, shrubs, and all plant material for proper establishment.**
- **Spot check to Clean hardscape areas from grass or weeds**
- **Pick up trash in planter beds and remove leaf litter as it builds up.**
- **Clear trees in frequented common areas or sidewalks only up to 10 feet high**
- **Recommend Extra Proposals as improvements to resolve deficits with supplemental fertilizers, growth regulators, herbicides, & insecticides**

Client Budget Work Sheet:

Create prospective budgets for future needs

- **Tree Care**

Enhancements and Renovations for Aged and Failing Area

- **Annual Color**
- **Perennial Color**

SCOPE SPECIFIC TO – Harvest Sports Park - City of Santa Paula

Maintenance Specifications

*PLEASE SEE NATURAL GREEN'S STANDARD SPECS ATTACHED AS WELL

A. Lawn Areas:

1. All lawn areas shall be mowed, edged and cleaned as necessary to maintain a healthy appearance.

2. Contractor will fertilize all lawn areas, labor only *at the expense of the Contractor, materials to be at the expense of the Association.*

3. Areas to be kept free of normal litter and debris.

B. Flower Beds, Planters, Shrubs and Trees:

1. Weed control shall be used on a regular basis in all planter areas, either pulled out by hand or chemically sprayed. Labor only *at the expense of the Contractor, materials to be at the expense of the Association*.

2. Trees, plants, and ground cover that are stolen, pulled out or die will be replaced. This will be completed at the expense of the property provided it was not caused by negligence on the part of the Contractor.

3. Shrubs shall be pruned and trimmed with regular care; ground cover and flowers shall be trimmed and edged as necessary to provide an aesthetic appearance.

4. Trees shall be properly tied to stakes; tree trimming will be clearance only below 10 feet in height.

5. Areas shall be kept free of normal litter and debris.

C. Irrigation:

1. Sprinklers will be checked, and adjusted as needed.

2. Irrigation time clocks will be checked for proper function and will be adjusted as to seasonal weather conditions and exposure.

3. Contractor shall clean, repair, and adjust irrigation system as needed. **All labor and materials for irrigation repairs will be at the expense of the Association.**

D. Fertilization:

I. Lawns shall be fertilized to maintain proper nutrient level and maintain a healthy appearance. Labor at the expense of the Contractor, materials to be at the expense of the Association. **Fertilization to be performed a minimum at least 3 times per year. Client charged for materials only.**

2. Ground cover and shrubs shall be fertilized twice annually with a coated slow release fertilizer. Labor *at the expense of the Contractor, materials to be at the expense of the Association.*

E. Pest Control:

I. Measures shall be taken to prevent minor infestations of pests with chemicals. Volume care and treatments will be labor provided material cost is extra cost for property.

2. Application of chemicals by a licensed pesticide operator can be proposed and will be billed as an extra to this contract.

F. Weed and Disease Control:

1. Preventative measures shall be taken to maintain weed and disease control through weeding and the application of chemicals, either in granular or liquid form. Volume care and treatments will be labor provided material cost is extra cost for property.

2. Application of chemicals by a licensed pesticide operator can be proposed and will be billed as an extra to this contract.

G. Harvest Sports Park - City of Santa Paula:

An English-speaking foreman will always be available.

Contractor shall provide a 24-hour emergency pager number.

Contractor shall maintain adequate workmen compensation and liability insurance. No charge for walk-throughs with supervisor or Contractor.

After hour emergency call outs to be billed at **$90.00 per man hour.**

NATURAL GREEN LANDSCAPE, INC.

Landscape Maintenance Agreement

This Agreement for landscape maintenance services is made and executed effective this_____day of _____, 2023, by and between **Natural Green Landscape**, hereinafter referred to as **"Contractor"** and _____, hereinafter referred to as **"Client"**, together referred to as "Parties".

1. Location. Contractor will provide landscape maintenance services at the real property located and described as: Location:__Address: _____

2. Performance. Contractor agrees to perform monthly landscape maintenance services in a manner described in the Scope of Work. The services shall be performed in accordance with standard industry practices.

3. Term. The term of this Agreement is for One (1) years(s) beginning_____and ending _____

4. Scope of Work. See Scope of Work attached as **EXHIBIT 1**

5. Termination. Either party may terminate the Agreement by giving written notice thirty (30) days in advance, the period, which shall run from the date of receipt by the non-canceling party. In the absence of thirty (30) day written notice within the terms if this Agreement.

6. Payment. The consideration for the services to be provided by Contractor is set forth in the Compensation Schedule. Contractor will invoice Client at the end of each month. Client shall pay the amount of each invoice within thirty (30) days of its receipt. Authorized extra work shall be invoiced separately upon completion of authorized work.

7. Licenses. During the duration of the Agreement, Contractor shall maintain a valid landscape contractor state license. Contractor shall also hold appropriate Pest Control Operators and chemical application licensing/certification as required by the state of California or provide services of same as part of this Agreement

8. Work Stoppage. Contractor shall have the right to stop work if any payments are not made pursuant to this Agreement and may elect to keep the job idle until all payments due have been receive. Such action by the Contractor shall not, in any manner, be deemed a breach of this Agreement.

9. Emergency Response. Contractor shall provide twenty-four (24) hour emergency response. Contractor shall initiate remedial action within one (1) hour from the time of notification.

10. Protection of Property During Inclement Weather. During periods of storms, Contractor (in collaboration with the property workforce) will provide supervisory inspections of the project during regular assigned hours to prevent or minimize possible damage from inclement weather. Contractor shall report any storm damage to the Client's representative immediately. If remedial work is requested beyond the scope of this Agreement, proper approval shall be obtained prior to starting the work.

11. Holiday Schedule. Service shall not be performed on the following holidays:

A. New Year's Day
B. Memorial Day
C. Independence Day
D. Labor Day
E. Thanksgiving Day
F. Christmas Day

In the event Client requests service from Contractor on a holiday, the service shall be billed as extra work.

12. Service Schedule. Contractor shall not enter the Client's properties prior to 7:00 a.m. or sunrise, whichever is the latest, and shall be out of the Client's properties by 6:00 p.m. or sundown, whichever is the earliest.

13. Client Liaison.

A. Contractor's job supervisor shall meet with Client's representative quarterly or monthly for the purpose of communicating any problems or evaluating the level of service.
B. If requested, Contractor will provide reports at no additional charge to the Client. This may include such reports as:

1. Suggestions for improving planting, foliage, ground cover, color, curb appeal or irrigation.
2. Cost estimates for remedial or additional work.
3. Status of ongoing maintenance work

14. Consulting Services. Contractor shall provide, at no cost to Client, consultation services relating to all aspects of landscape maintenance at the property, including, but not limited to, the list below:

A. Landscape water management: Recommendations and advice to effectively reduce water consumption.
B. Landscape selection and design: Recommendations and advice on landscape selection most susceptible to thrive in given environment.
C. Landscape maintenance program: Recommendations and advice on lawn care, plant care, tree care, flower care and irrigation maintenance.

15. Soil Analysis and Plant Testing. Contractor shall be responsible for recommendations to Client to have tests ordered to affirm the soil chemistry, plant disease, and insect pests, to properly maintain landscape. Contractor shall submit to Client a copy of any and all tests. Any specific test requested and authorized by Client shall be chargeable to Client.

16. Project Inspections. Upon request, Contractor or its job supervisor will walk the project with the Client's representative for the purpose of determining compliance with the Agreement specifications.

17. Supervision. Contractor shall personally supervise all work or shall have a competent person supervise who can communicate in English, both orally and in writing, with the Client's representative and Property Manager on the job. A Contractor supervisor will visit the property a minimum of once per week to inspect the job site. Whenever Contractor personnel report to any job site, they will check-in with Client-manager/on-site representative if possible.

18. Identification, Dress Code and Conduct. Contractor shall provide uniforms with appropriate company identification for all personnel working on Client's property. All personnel shall present a neat and clean appearance. All company vehicles shall display the company identification and phone number on both sides of the vehicle. Contractor and contractor's personnel shall be courteous and respectful with residents at all times. All questions from the residents related to landscape maintenance and all other aspects shall be directed to Client's onsite representative.

19. Safety Procedures. In addition to compliance with Contractor's Injury Prevention Program and all OSHA, CAL-OSHA and other government requirements, Contractor will implement the following:

A. Safety vests/clothing shall be worn at all time.
B. Proper traffic control devices shall be used while working in median or near traffic areas.
C. Safety cones shall always be set in front of and at the rear of Contractor vehicles. Front cone shall not be necessary when parked head-in a parking stall.
D. When using power equipment, deflectors shall be used at all times to prevent debris from blowing into the street or toward the public.
E. When blowers are used to clean curb, debris shall always be blown away from the street and onto the median area to be hauled away.
F. Workers shall wear proper safety protection at all times. Personal Protection Equipment (PPE) includes but not limited to the following:

1. Safety glasses.
2. Hearing protection.
3. Hand protection.
4. Foot protection

20. Plant Additions and/or Replacements. As part of this Agreement, Contractor may be requested to replace damaged or destroyed plant material and remedial work. Such work shall be considered as extra work unless otherwise specified or unless replacement is due to Contractor's neglect.

21. Extra Work. In the event Contractor is requested and agrees to perform work not specified under this Agreement, the following procedure will govern such extra work:

A. Work will be executed under a time and material basis or an agreed upon lump sum price. Depending on the nature of the work.
B. The Client's representative will issue a purchase order number or sign a proposal for such extra work to be performed.
C. Extra work will be cost itemized in a separate billing.
D. Extra work will include, but is not limited to, the following:

1. Replacement of plant materials due to failures beyond Contractor's control.
2. Replacement of worn or damaged sprinkler heads, valves, quick couplers, etc.
3. Any additional treatment required for planting (i.e., soil amendments, irrigation) not outlined in the Scope of Work specifications.
4. Laboratory costs of soil or plant testing requested by Client.
5. Remedial landscaping.
6. Repairs or replacement due to vandalism, natural disaster or acts of God.
7. High tree pruning above a height of twelve (10) feet.
8. Removal of surface roots which become maintenance or appearance problems.
9. Service on scheduled holidays.

E. This Agreement does not grant Contractor the exclusive right to said extra work.

F. Labor and materials for all extra work is guaranteed for one year.

22. Pesticides.

A. All materials shall be in strict accordance with the California Food and Agricultural Code.
B. Application of Pesticides:
    1. The Client's representative or Property Manager shall be notified forty-eight (48) hours prior to any chemical application.
    2. Insecticides, fungicides, and herbicides shall be applied in the stipulated by Department of Pesticide Regulations under the supervision of a licensed Pest Control Operator.
    3. Pesticides shall be applied at times, which limit the possibility of contamination from climatic and other factors. Applicator shall monitor forecasted weather conditions to avoid making applications prior to inclement weather to eliminate potential runoff of treated areas. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.
    4. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Disposal of pesticides shall be within the guidelines established in California Food and Agricultural Code.
    5. Chemical application records shall be kept on file by Contractor and be made available to Client's representative upon request.
    6. No chemicals (pesticides, insecticides, fungicides, herbicides, etc. shall be stored on Client's property.

C. Contractor must submit a list of pesticides to be use for turf, ground cover, shrub, vine and tree for approval by Client. Contractor shall also submit an application schedule in conformance with the scope of work for approval by Client.

23. Cleanup.

A. In making applications of fertilizer, precautions shall be taken to contain these materials in the planting areas and prevent the depositing of material onto paved areas. Any fertilizer deposited on paved areas shall be removed immediately. Contractor shall also submit an application schedule in conformance with the scope of work for approval by Client. Contractor shall adhere to manufacturer recommendations concerning application. Client will be charged for materials only on fertilizer dates.

24. Cleanup.

A. Contractor shall remove all debris resulting from the maintenance operations and dispose of it according to project's requirements. All grass clippings deposited on roadways or walks shall be picked up after each mowing or trimming operation.
B. All walkways shall be cleaned of debris when on-site.
C. Debris leaves, and rubbish in landscape areas shall be removed each scheduled maintenance visit.
D. All landscape areas shall be patrolled whenever on site to check for vandalism, broken tree branches, rodents, insects, snails, pests, disease, etc.
E. No debris shall be blown onto public property.

25. Rodents, Bird, Bat, Insect and Wildlife Control. Rodent, bird, bat, insect, and wildlife control shall be considered as an extra. At the request of Client, Contractor can provide an estimate to provide such control services. Rodents include, but are not limited to, mice, rats, squirrels, chipmunks, gophers, porcupines, beavers, prairie dogs, moles and groundhogs. Birds include, but are not limited to, pigeons, owls, seagulls, crows, woodpeckers, ravens, ducks, sparrow and geese. Insects include, but are not limited to, honeybees, hornets, yellow jackets, carpenter bees and

26. Insurance. Contractor shall provide proof of insurance and adhere to the following limits of liability:

A. Liability Insurance. Contractor shall maintain commercial general liability insurance, in broad form, including coverage for liability assumed by contract. The policy limits shall be at least $1 million for each occurrence and $2 million in the aggregate. The Certificates of Insurance shall designate Client as an additional insured and shall state that the insurance is primary and noncontributory. The Certificate shall provide that the policy may not be canceled or modified without thirty (30) days prior written notice to Client.

B. Automobile Liability. Contractor shall maintain automobile liability in comprehensive form, including insurance for owned, non-owned, and hired automobiles, trucks, and other licensed motor vehicles used by Contractor in connection with the work. The policy limits will be at least $1 million for bodily injury and/or property damage combined single limit. The Certificates of Insurance shall provide that the insurance may not be canceled or modified without 30 days prior written notice to Client.

C. Workers' Compensation Insurance. Workers' Compensation Insurance shall be in statutory from as required by the State of California. The Certificates of Insurance shall provide that the insurance may not be canceled without 30 days' prior written notice to Client.

D. 27. Notification of Deficient Work. If client believes Contractor is providing deficient work, Client agrees to notify Contractor of the deficiencies in writing within 15 days of each said occurrence. If written notice is not received by Contractor within 15 days, Client agrees to waive any and all claims to recover past payments and/or rights to withhold present of future payments due under this Agreement.

E. Upon such notification Contractor agrees to resolve said deficiencies within a mutually agreed upon schedule, thereby not forfeiting any amount due under this Agreement for which any deficiencies have been resolved.

Harvest Sports Park - City of Santa Paula	**Natural Green Landscape, Inc.**
By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Date)	(Date)

NATURAL GREEN LANDSCAPE, INC.

EXHIBIT 1

Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape and irrigation maintenance as set forth in these specifications and in keeping with the surrounding community during scheduled maintenance visits. Contractor's scope of work consists of the following.

PLANT MATERIALS

A. Turf

1. Mowing:

   a. Turf shall be mowed, and clippings removed 40 times per calendar year.
   b. Cut cool season turf at least 2 ½ inches during warm season and reduce to 2 inches during cool season.
   c. Cut warm season turf at 1 ½ inches, during cool season.
   d. Turf shall be cut at a uniform height.
   e. Turf shall be cut with sharp blades.
   f. Mowing patterns shall be changed weekly to avoid rutting of turf areas.
   g. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles in the lawn areas, such as electrical boxes or fixtures.
   h. No mowing shall be performed in very wet conditions. The Client will be notified when the mow day will be rescheduled.

2. Edging:
   a. Perform edging on a weekly basis.
   b. All turf edges adjacent to walks, curbs, paved areas, fixtures at grade, and shrub or ground cover areas shall be trimmed as need to maintain a crisp and neat appearance with power edger. The use of string trimmer for edging is prohibited.
   c. A bare dirt buffer zone, not to exceed six (6) inches, shall be maintained around the circumference of all trees, buildings, and raised fixtures in the turf.
   d. Care shall be exercised with regard to the use of string trimmer (weed eaters) to prevent damage to trees, building surfaces, walls, header board, light fixtures, signage, etc.

3. Fertilization:
    a. Fertilize a minimum of 4x times per year to maintain a lush green appearance and perpetual growth. During winter months supplemental fertilizers will be requested. Client to be charged for materials only when fertilizing.

4. Watering:
    a. Operate irrigation system to obtain uniform moisture throughout the root zone.
    b. Use a soil probe or moisture sensor to determine moisture needs.
    c. Use repeat cycles to maximize penetration and minimize run off.
    d. Allow soil in turf areas sufficient time to dry prior to mowing to minimize soil compaction.

B. Ground Cover

1. Pruning:
    a. Ground cover adjacent to walks, curbs, paved areas, buildings, shrubs and other miscellaneous objects in ground cover areas shall be pruned as needed to maintain a neat, clean well-defined edge.
    b. Four (4) inch to six (6) inch bare dirt clearance shall be maintained around the circumference of all trees, shrubs, signs, etc. in ground cover and adjacent building structures.
    c. The use of string trimmer (weed eaters) to prune ground cover is prohibited.

2. Fertilization:
    a. Fertilize quarterly (or 6 times per year) to maintain an appearance of continual growth. Client to be charged for materials only when fertilizing.

3. Watering:
    b. Contractor shall schedule water application to produce a deep-rooted ground cover.

4. Weed, Pest, and Disease Control: Is limited to spot spray and Identification excessive or volume infestation requiring volume or repeat resolution is extra.
    c. Contractor shall maintain a weed spot spray.
    d. Apply pesticides as required to control and prevent disease/insects. Spot spray only!

C. Shrubs

1. Pruning:

    a. Pruning of shrubs shall be performed monthly or as needed to attain maximum desired effect of purpose while retaining as much of the natural characteristics or branching as possible.
    b. Shrubs shall be pruned as required for safety, removal of broken or diseased branches, general containment, or appearance.
    c. After flowering, remove any spent blossoms on flower stalks.
    d. The use of string trimmer (weed eaters) to prune shrubs is prohibited.

2. Maintenance:
    a. Remove cobwebs and dust weekly.

3. Fertilization:
    a. Fertilize all shrubs quarterly.
    b. Contractor shall bring to attention supplemental fertilization to apply if required to correct mineral deficiencies affecting plant growth. Client to be charged for materials only when fertilizing.

4. Weed, Pest and Disease Control:

   a. Contractor shall maintain shrub/beds free from weed, pest and disease at all times. Apply pesticides as required to control and prevent disease/insects. Client to be charged for materials only when fertilizing.

D. Vines

1. Pruning:

   a. Vines and espalier plants shall be checked as required.
   b. Do not use nails to secure vines on masonry walls.
   c. Prune all vines using accepted horticultural practices. NO pruning with a string trimmer.
   d. Vines shall be pruned and maintained so as not to obstruct fixtures, signs, windows, etc.

F. Color

1. Water as required promoting optimum growth.
2. Remove dead or faded blossoms, stems, and foliage when on site to encourage continued blooming and maintain a neat appearance.
3. Contractor shall maintain weed and pest free color beds.
4. Apply pesticides as required to control and prevent disease/insects.
5. All color which dies as a result of lack of watering, over watering, disease or insects will be replaced within 72 hours at the expense of Contractor.
6. Color will be planted 8” on center or otherwise as requested by Client.

G. Trees

1. No tree work shall be performed without prior approval and direction from Client’s representative.

2. Trees shall be pruned as required to remove broken, diseased branches or for general containment or clearance pruning below 10’ near sidewalks and common areas only. Natural Green can provide Tree counts, Tree Plans to conduct a pruning program, which must be approved by the Client’s representative. This program should develop proper tree strength, and appearance consistent with intended use.

3. Tree stakes, ties, and guides shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unnecessary stakes, ties and guides.

4. Pruning shall be done by those experienced and skilled in pruning techniques. All cuts shall be done using proper horticultural practices.

5. Pruning under this specification is limited to that which may be done from the ground.

6. Prune trees to allow for the necessary clearances for pedestrians and vehicle circulation. Canopy clearance up to 10 feet maximum. *If trees have been topped, clearance issues will require restoration pruning of tree canopies by performing a development pruning as an extra proposal.*

A. Controllers:

1. Contractor is to adjust watering schedule equal to the percolating rate each area is capable of receiving based on topography, soil type, plant material, season orclimatic factors.
2. Contractor shall utilize repeat cycle on controller to eliminate excessive runoff.
3. Hours of scheduled operation will be programmed to minimize disease occurrence of plantmaterial.
4. Schedule operation to reduce possible nuisance from sprinkler operation to pedestrians ofvehicles.
5. Scheduled operation other than 9 pm – 7 am must be approved by the Client's representative.
6. Contractor shall perform preventive maintenance on controllers as needed.

B. Operating of System and preventive maintenance

1. All systems shall be personally observed during operation cycle at least once per month to verify effectiveness of sprinkler operation. The following conditions should be inspected, reported and fixed as soon as possible: misaligned irrigation heads, clogged or obstructed heads, missing or vandalized heads, low-head drainage conditions, overspray onto hardscape areas, poor coverage or uniformity, stuck valves, and broken risers, laterals or mains, etc.
2. Contractor will adjust and clean as necessary, all sprinkler heads, valves, and pressure reducers to continue operation at maximum efficiency and performance.
3. Sprinkler heads in turf areas shall be kept clear of overgrowth, which may obstruct maximum operation.

C. Repairs :

1. Any repairs made by Contractor will be in accordance with current practices or as directed by Client's representative.
    a. Current practices: use of matched precipitation heads for all replacements.
    b. All heads on triple swing joints.

2. Repairs to the irrigation system caused by conditions under which Contractor does not have direct control shall be paid by the Client's representative as extra work. Repairs under this shall be vandalism, normal wear and tear, storm damage (Acts of God). It shall be Contractor's responsibility to report such conditions immediately to the Client's representative.

3. Malfunctions of any nature which are deemed to be the fault of materials or workmanship still covered under original installation guarantee shall be reported immediately to the Client's representative.

DRAINAGE FACILITIES

Contractor shall be responsible for removing weeds in all hardscape and parking areas. These drains shall be checked to assure proper function. Contractor shall remove any debris or vegetation that might accumulate at the inlets to prevent proper flow of water.

WEED CONTROL OF PAVED SURFACES

Contractor will be responsible for removing weeds in spot checks only. Large infestations in areas needing control is extra cost in all hardscape and parking

DEBRIS

Contractor shall remove all debris resulting from the maintenance operations at project and dispose off-site at Contractor's cost. All green waste shall be taken to a green waste composting facility.

Natural Green Landscape
Landscape & Construction

Natural Green Landscape
5661 Perkins Road
Oxnard, CA 93033

City of Santa Paula
Parks & Recreation Department
530 W. Main St.
Santa Paula, CA 93060

July 31, 2023
Estimate: SP023R

Project: **2023 Janitorial Services Park Restrooms**
Located at: **City of Santa Paula**

Site No.	Location	Monthly Total per Site	Monthly Visit
1.	Teague Park	$500.00	Daily
2.	Las Piedras Park	$500.00	Daily
3.	Veternas Park	$200.00	Daily
4.	Sports Park @ Harvest	$500.00	Daily
5.	Mill Park	$200.00	Daily
6.	Harding Park	$500.00	Daily (January-July) 3 days (August-December)
7.	Railroad Plaza Park	$200.00	2 days per week
8.	Recreation Park	$200.00	
Monthly Total for all 7 parks		**$2,800.00**	

Sincerely,
Anthony Zaragoza
Natural Green Landscape Inc,
License # 1027584

The above prices, specifications and conditions are satisfactory and are herby accepted.
ACCEPTANCE OF PROPOSAL

_____
Print Name and Title of Authorized Representative

_____ _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Stacey Meraz
Newfront Insurance Services, LLC 450 Sansome Street Suite 300 San Francisco CA 94111	PHONE (A/C, No, Ext): (415) 754-3635 FAX (A/C, No): E-MAIL ADDRESS: stacey.meraz@newfront.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Upland Specialty Insurance Company	16988
INSURER B : GuideOne National Insurance Company	14167
INSURER C : Benchmark Insurance Company	41394
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Natural Green Landscape Inc.
Natural Green Restoration and Construction
2909 Sherwin Ave
Ventura CA 93003

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		USPCL8026823	07/02/2023	07/02/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			560002242-03	07/02/2023	07/02/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Pollution(Poll)			MNGRP200049901	07/02/2023	07/02/2024	Aggregate Ea Poll Condition Deductible	2,000,000 2,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Santa Paula, its directors, officials, officers, employees, agents, and volunteers are included as an additional insured as required by a written contract with respect to General Liability. Wrap-up exclusion applies. Per project general aggregate applies.

CERTIFICATE HOLDER

City of Santa Paula

866 E Main St
Santa Paula CA 93060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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EXHIBIT B

Natural Green Landscape, Inc.

Agreement & Amendment No. 1

CITY OF SANTA PAULA
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into September 19th 2022, 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, 93060, County of Ventura, State of California ("City") and Natural Green Landscape, Inc. with its principal place of business at 5661 Perkins Road, 93033, County of Ventura, State of California ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain landscape maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Landscape Maintenance Services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of the City.

2.2 Project.

City desires to engage Contractor to render such services for the **Citywide Landscaping Services** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **October 1, 2022 – June 30, 2023**, unless earlier terminated as provided herein. Contractor 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.

3.2 Compensation.

3.2.1 Compensation. Contractor 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 **$48,000** without written approval of City's City Manager or designee. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Irrigation work and all non-landscape maintenance services provided are considered outside of this agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.3.4 City's Representative. The City hereby designates Greg Barnes, Parks & Recreation Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates Gerald Garcia, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his 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.

3.3.6 Coordination of Services. Contractor 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.

3.3.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall 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 provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars ($500) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor 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 Contractor and its subconsultants, 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.

3.3.8.3 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 Contractor 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.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies 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. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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. Contractor 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.

3.3.10.6 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its

subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Santa Paula, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the

replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Department of Industrial Relations against Contractor or any subcontractor.

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be

restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractors. Contractor 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 Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor 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. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor 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. Contractor 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 Contractor to use a Subcontractor, Contractor 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:

Contractor:
Natural Green Landscape Inc.
5661 Perkins Rd.
Oxnard, CA 93033
Attn: Gilbert A. Zaragoza

City:
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
Attn: Greg Barnes, Parks & Recreation 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 Governing Law; Government Code Claim Compliance. 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 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 other costs of such action.

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.7.12 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.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 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.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.7.16 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.

3.7.17 Authority to Enter Agreement. Contractor 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.

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

3.7.19 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. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND NATURAL GREEN LANDSCAPE, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SANTA PAULA

Approved By:

Dan Singer
City Manager

Approved as to Form:

Monica Castilla
Interim City Attorney

Attested By:

Julie Latshaw
City Clerk

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA CO. CAL.

NATURAL GREEN LANDCAPE, INC.

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

By: _____

Its: PRESIDENT

Printed Name: GILBERT ZARAGOZA JR.

By: _____

Its: _____

Printed Name: _____

1027584 C-27 ; B
Contractor's License Number and Classification

1000053986
DIR Registration Number

EXHIBIT #1
LANDSCAPE MAINTENANCE CONTRACT
BID SCHEDULE DETAIL

Item #1 – Santa Paula Street at Cameron Island – Planter area consists of concrete island with various of shrubs. Maintenance includes monthly clearance trimming to curb line, removal of dead shrubs, weeding as necessary and bi-weekly litter removal.

Item #2 – Ojai Rd at Cherry Hill St. to SP City Limit – Planter area adjacent to public pathways consisting of hedges and various varieties of shrubs. Maintenance includes monthly shrub trimming for clearance, weed control as necessary and bi-weekly litter removal.

Item #3 –Ojai Rd. at Amber Ln. – Adjacent to public pathways consisting of shrubs and hedges. Maintenance includes monthly shrub and hedge trimming for pathway clearance, weeding as necessary and weekly litter removal.

Item #4 – Peck Road North/West Corner at Telegraph Road – Planter area consisting of trees and various varieties of shrubs and ground cover. Maintenance includes monthly box trimming of hedges, clearance trimming, weed control as necessary and weekly water removal.

Item #5 – Peck Rd. at Harvard Blvd. – SE Planter - Planter area consisting of trees and various varieties of shrubs and ground cover. Maintenance includes monthly box trimming of hedges, clearance trimming, weed control as necessary and weekly litter removal.

Item #6 – Peck Rd. Parkways / Santa Paula St. to Foothill Rd. – Planter area adjacent to public pathways consisting of hedges and various varieties of shrubs. Maintenance includes monthly shrub trimming for clearance, weed control as necessary and weekly litter removal.

Item #7 – Peck Road East Side of Harvard to Faulkner Road – Planter area consisting of trees and various varieties of shrubs and ground cover. Maintenance includes monthly box trimming of all hedges, clearance trimming of all shrubs from pedestrian pathways, weeding as necessary, removal of plants that are dead or encroaching into other plants. These may be transplanted to other locations. Weekly litter removal.

Item #8 – Saticoy St. at Ojai Rd. (median) – Planter area consists of island planter with low growing shrubs. Maintenance includes monthly shrub trimming for clearance, weed control as necessary and bi-weekly litter removal.

Item #9 - Parkway Planters at Telegraph & Country View Ct. – Planter area consisting of shrubs adjacent to pedestrian ways. Maintenance includes monthly box trimming of hedges, trim for clearance, and weed control as necessary and monthly litter removal.

Item #10 – Downtown Main St. / 7th St. east to 8th St. east to 12th St. –Maintenance includes weekly edging, mowing and weeding of grass areas. Monthly trimming of shrubs and plants and removal of dead material, remove all suckers from trees and notify City of any dead, diseased or damaged tree, weekly litter removal. Also included is bi-annual maintenance (aeration) of grass areas, weed and bi-monthly fertilizer application.

Item #11 – Hillsborough Manor Ridge Hillside, East End of Loma Vista – Manor Ridge Hillside – Consists of hillside planting area with ground cover and some shrubs. Maintenance includes Bi-weekly weeding and litter removal. East end of Loma Vista – Consists of hillside area.

Item #12 - Well 12 at Lemonwood Dr. - Area consists of shrubbery, vines, ground cover and ornamental plants. Maintenance includes bi-weekly trimming to maintain clearances as needed, weeding and litter removal on a weekly basis.

Item #13 – Well 13 at Cemetary Rd. – Area consists of shrubbery, vines, ground cover and ornamental plants. Maintenance includes bi-weekly trimming to maintain clearances as needed, weeding and litter removal on a weekly basis.

Item #14 – City Reservoir at 10th St. – Landscaped area consisting of ornamental plants, rose bushes, hedges, vines, ground cover, etc. Maintenance includes weekly maintenance of landscaped areas. Maintenance also includes inside the fence line around the City reservoir to control weed growth. This can be accomplished either by weed spray or pre-emergence to bare soil. There is a large area adjacent to the landscaped area on the 10th St. side that is currently un-improved. This area will also be maintained weed free.

Item #15 – Peck Rd. Ditch – Area consisting of mostly un-improved or natural areas. Maintenance includes weed control and litter removal on a monthly basis.

Item #16 – Park St. Easement Mill Park – Area consisting of mostly un-improved or natural areas. Maintenance includes weed control and litter removal on a monthly basis. In addition, maintenance of the vines and landscaping surrounding the Park Street Booster Station is required.

Item #17 – Santa Clara and 12th St. – Area consisting of mostly un-improved or natural areas. Maintenance includes weed control and litter removal on a monthly basis.

Item #18 – Main St. at Harvard Blvd. West/East side to bridge – Area consisting of mostly un-improved or natural areas. Maintenance includes weed control and litter removal on a monthly basis.

Item #19 – 10th St.- Ventura St. to Main St. (Eastside parkway) - consists of Maintenance includes weekly edging, mowing and weeding of grass areas. Monthly trimming of shrubs and plants and removal of dead material, remove all suckers from trees and notify City of any dead, diseased or damaged tree, weekly litter removal. Also included is bi-annual maintenance (aeration) of grass areas, weed and bi-monthly fertilizer application.

Item #20 – Santa Paula & Palm Ave. Southwest planter along Palm Ave.
Maintenance includes trimming of shrubs, removal of litter, removal of dead material, removal of suckers from any tree and bi-weekly litter removal.

Item #21 – West side of Palm Ave. from Ventura St. to Main St. (Water Yard) – Landscaped area along Palm Ave. consisting of vines, shrubbery and ground cover along the fence line to the lawn area at the corner of Palm Ave. and Main St. Maintenance includes weekly trimming to maintain clearance of pedestrian pathways, mowing, edging, weeding as necessary, removal of dead plant material and litter removal.

Item #22 – Green Street Parking Lot and Alley – Planter areas consisting of blocked planters and ground planters with ornamental trees and shrubs. Maintenance includes bi-weekly litter removal, weeding as necessary and removal of dead plant material, blowing of Parking lot.

Item #23 – Santa Paula Water Recycling Facility 920 Cal Pipe Rd. – Maintenance includes weed abatement along driving area inside of fence line. Weed abatement in the front of building, tree trimming, removing suckers, and litter removal bi-weekly.

EXHIBIT B

Natural Green Landscape
Landscape & Construction

Natural Green Landscape
5661 Perkins Road
Oxnard, CA 93033

City of Santa Paula Public Works
866 E Main St.
Santa Paula, CA 93060
ATTN: Gregory Barnes

September 16, 2022
Estimate: SP002R

Project: **2022 Landscape Maintenance Proposal - REVISED**
Located at: **City of Santa Paula**

The following is a price breakdown per area for the 2022 landscape maintenance for the City of Santa Paula as follows:

Site No.	Location	Monthly Total per Site	Monthly Visit
1.	Santa Paula St. & Cameron St.	$100.00	Bi-Weekly
2.	Cherry Hill to SP Limits	$100.00	Bi-Weekly
3.	Ojai Rd. & Amber Ln (WS Planter)	$250.00	Bi-Weekly
4.	Peck Rd. & Telegraph NW Corner Planter	$150.00	Bi-Weekly
5.	Peck Rd. at Harvard Blvd. (SE Planter)	$400.00	Bi-Weekly
6.	Peck Rd. Parkways/Santa Paula St. to Foothill Rd. (East side Planter)	$150.00	Monthly
7.	Peck Rd. East side of Harvard to Faulkner Rd. (Planter Area)	$100.00	Monthly
8.	Saticoy St. at Ojai Rd. (Planter)	$100.00	Bi-Weekly
9.	Parkway planters at Telegraph & Country View Court	$200.00	Monthly
10.	Downtown Main St. (7th St. East to 8th St. East to 12th St.	$500.00	Weekly

EXHIBIT B

Natural Green Landscape
Landscape & Construction

Natural Green Landscape
5661 Perkins Road
Oxnard, CA 93033

11.	Hillsborough Manor Ridge Hillside, East end of Loma Vista-Manor Ridge Hillside	$400.00	Bi-Weekly
12.	Well No. 12 at Lemonwood Dr.	$150.00	Bi-Weekly
13.	Well No. 13 at Cemetery Rd.	$150.00	Bi-Weekly
14.	City Reservoir at 10th St.	$100.00	Weekly
15.	Peck Rd. Ditch	$200.00	Monthly
16.	Park St. Easement Mill Park and Park St.	$100.00	Monthly
17.	Santa Clara and 12th St. South	$100.00	Monthly
18.	Main St. at Harvard Blvd. West/East side of Bridge	$100.00	Bi-Weekly
19.	10th St. Ventura St. to Main St. (East Side Parkway)	$100.00	Weekly
20.	Santa Ana & Palm Ave. Southwest Planter along Palm Ave.	$100.00	Bi-Weekly
21.	West side of Palm Ave, From Ventura St. to Main St.	$100.00	Bi-Weekly
22.	Green St. Alley and Parking Lot	$250.00	Bi-Weekly
23.	Santa Paula Water Recycling Facility 920 Cal Pipe Rd.	$600.00	Bi-Weekly
24.	Forest Drive Planter	$200.00	Bi-Weekly
25.	**Monthly Grand Total**	**$4,700.00**	

dca

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

1027584 CORP

NATURAL GREEN LANDSCAPE INC

C27 B

06/30/2023 www.cslb.ca.gov

dpr

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: 127412 **EXPIRES: 12/31/2023**
Categories: B Issued: 1/1/2022

GILBERT ZARAGOZA JR
5661 PERKINS RD
OXNARD, CA 93033

This License must be shown to any representative of the Director or Commissioner upon request.

AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND NATURAL GREEN LANDSCAPE, INC.

This Amendment No. 1 to the Maintenance Services Agreement By and Between the City of Santa Paula and Natural Green Landscape, Inc. ("Amendment No. 1") is entered into as of the 18th day of January, 2023 by and between the CITY OF SANTA PAULA, a California municipal corporation (hereinafter "City"), and NATURAL GREEN LANDSCAPE, INC., a California corporation (hereinafter, "Contractor").

SECTION 1: Recitals. This Amendment No. 1 is made with reference to the following facts and objectives:

A. On or about September 19th, 2022, the City and Contractor entered into a Maintenance Services Agreement ("Agreement").

B. The Agreement, starting from October 1, 2022 and ending June, 30, 2023 ("Term"), authorizes the City to utilize Contractor for citywide landscaping services as set forth in the Scope of Services attached as Exhibit "A" to the Agreement.

C. City and the Contractor now mutually desire by this Amendment No. 1 to extend the Term of the Agreement, increase the total compensation, and expand the Scope of Services.

SECTION 2: Amendment. In consideration of the foregoing and pursuant to Section 3.7.11 of the Agreement, the Agreement is amended to read as follows:

Section 3.1.1, entitled "GENERAL SCOPE OF SERVICES" is amended to read as follows:

> "3.1.1. General Scope of Services. Contractor 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 maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Scope of Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. **Contractor understands that the Project's Scope of Services will change from time to time. All future changes to Exhibit "A" will be provided in writing and agreed to by both parties prior to any changes taking effect.**"

Section 3.1.2, entitled "TERM" is amended to read as follows:

> "3.1.2. Term. The term of this Agreement shall be from **October 1, 2022 – June 30, 2026,** unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established

scheduled and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement."

Section 3.2, entitled "COMPENSATION" is amended to read as follows:

"3.2. Compensation. Contractor 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. **In consideration of future needs and changes in Scope of Services, the total compensation shall not exceed $108,000 annually** without written approval of City's City Manager or City Council, as the case may be. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Irrigation work and all non-landscape maintenance services provided are considered outside of this agreement."

Section 3.2.5, entitled "EXTRA WORK" is amended to read as follows:

"3.2.4 Extra Work. At any time during the Term of this Agreement, City may request Contractor to perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for proper completion of the Project, but is not set forth in the Scope of Services because the parties did not anticipate it would be necessary at the execution of this Agreement. Extra Work shall not result in total compensation exceeding $108,000 per year as set forth in Section 3.2 without the written approval of City's City Manager or City Council, as the case may be. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

SECTION 3: Counterparts. This Amendment No. 1 may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

SECTION 4: Limited Amendment. Except as modified by this Amendment No. 1, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Amendment No. 1 and the Agreement, the provisions of this Amendment No. 1 shall control.

[Signatures on next page]

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

CITY OF SANTA PAULA

Dan Singer
City Manager

NATURAL GREEN LANDSCAPE, INC.

Gilbert Zaragoza Jr.
President

ATTEST:

Julie Latshaw
City Clerk

APPROVED AS TO FORM:

Monica Castillo
Interim City Attorney

Natural Green Landscape
Landscape & Construction

Natural Green Landscape
5661 Perkins Road
Oxnard, CA 93033

City of Santa Paula Public Works
866 E Main St.
Santa Paula, CA 93060
ATTN: Gregory Barnes

January 10, 2023
Estimate: SP008

Project: **2023 Landscape Maintenance**
Located at: **City of Santa Paula**

The following is a price breakdown per area for the 2022 landscape maintenance for the City of Santa Paula as follows:

Site No.	Location	Monthly Total per Site	Monthly Visit
1.	Santa Paula St. & Cameron St.	$100.00	Bi-Weekly
2.	Cherry Hill to SP Limits	$100.00	Bi-Weekly
3.	Ojai Rd. & Amber Ln (WS Planter)	$250.00	Bi-Weekly
4.	Peck Rd. & Telegraph NW Corner Planter	$150.00	Bi-Weekly
5.	Peck Rd. at Harvard Blvd. (SE Planter)	$400.00	Bi-Weekly
6.	Peck Rd. Parkways/Santa Paula St. to Foothill Rd. (East side Planter)	$150.00	Monthly
7.	Peck Rd. East side of Harvard to Faulkner Rd. (Planter Area)	$100.00	Monthly
8.	Saticoy St. at Ojai Rd. (Planter)	$100.00	Bi-Weekly
9.	Parkway planters at Telegraph & Country View Court	$200.00	Monthly
10.	Downtown Main St. (7th St. East to 8th St. East to 12th St.	$500.00	Weekly

Natural Green Landscape
5661 Perkins Road
Oxnard, CA 93033

11.	Hillsborough Manor Ridge Hillside, East end of Loma Vista-Manor Ridge Hillside	$400.00	Bi-Weekly
12.	Well No. 12 at Lemonwood Dr.	$150.00	Bi-Weekly
13.	Well No. 13 at Cemetery Rd.	$150.00	Bi-Weekly
14.	City Reservoir at 10th St.	$100.00	Weekly
15.	Peck Rd. Ditch	$200.00	Monthly
16.	Park St. Easement Mill Park and Park St.	$100.00	Monthly
17.	Santa Clara and 12th St. South	$100.00	Monthly
18.	Main St. at Harvard Blvd. West/East side of Bridge	$100.00	Bi-Weekly
19.	10th St. Ventura St. to Main St. (East Side Parkway)	$100.00	Weekly
20.	Santa Ana & Palm Ave. Southwest Planter along Palm Ave.	$100.00	Bi-Weekly
21.	West side of Palm Ave, From Ventura St. to Main St.	$100.00	Bi-Weekly
22.	Green St. Alley and Parking Lot	$250.00	Bi-Weekly
23.	Santa Paula Water Recycling Facility 920 Cal Pipe Rd.	$600.00	Bi-Weekly
24.	Forest Drive Planter	$200.00	Bi-Weekly
25.	East Area 1 – Corner of Hallock & Telegraph up to Limonera Rd	$750.00	Weekly
26.	**Monthly Grand Total**	**$5,450.00**	

EXHIBIT C

Mariposa Landscape

Cost Proposal

Bid Proposal

You will find descriptive scope of work for each line item under our Methodology section (page 25)

Prices are based on 1 year projection of the maintenance prevailing wage.

Landscape Maintenance

Bid Pricing (Teague Park)				
Initial	**Service**	**Frequency / year**	**Monthly**	**Annual**
	Common turf mowing Equipment: Recycler mower 98,859 Square feet	43	$ 1,012.06	$ 12,144.72
	Sport Turf Mowing Equipment: Rotary Bag Mower Picking up clippings 91,610 square feet	43	$ 1,578.84	$ 18,946.08
	Irrigation Report	26	$ 338.00	$ 4,056.00
	Weeding	6	$ 256.67	$ 3,080.04
	Plant Care 2,000 sq ft	6	$ 47.81	$ 573.72
	Routine Total		$ 3,233.38	$ 38,800.56
	Service	**Unit**	**Unit price**	**Total**
	Overseeding Turf Repair -using Mataway Overseeder 400 lb. of Seed Covers approx. 40 Square feet	400 lb.	$ 10.71	$ 4,284.00
	Sod - Turf Repair	8,013 Sq Feet	$ 3.00	$ 24,039.00
	Fall Overseeding	2,300 lb.	$ 6.00	$ 13,800.00
	Fertilization - common turf	4 times	$ 481.40	$ 1,925.60
	Fertilization - sport turf	8 times	$ 446.10	$ 3,568.80
	Aeration (slit) - common turf	2 times	$ 157.53	$ 315.06
	Aeration (slit) - Sport turf	8 times	$ 145.98	$ 1,167.84
	Aeration Core + Sand top dress Sport field only	1 time	$ 9,732.54	$ 9,732.54
	Grand Total			$ 97,633.40

Bid Pricing (Las Piedras)				
Initial	**Service**	**Frequency / year**	**Monthly**	**Annual**
	Common turf mowing Equipment: Recycler mower 12,691 Square feet	43	$ 129.92	$ 1,559.04
	Sport Turf Mowing Equipment: Rotary Bag Mower Picking up clippings 94,639 square feet	43	$ 1,631.04	$ 19,572.48
	Irrigation Report	26	$ 208.46	$ 2,501.52
	Weeding	6	$ 158.30	$ 1,899.60
	Plant Care 11,371 sq ft	6	$ 271.81	$ 3,261.72
	Routine Total		$ 2,399.53	$ 28,794.36
	Service	**Unit**	**Unit price**	**Total**
	Overseeding Turf Repair -using Mataway Overseeder 413 lb. of Seed covers approx. 41 Square Feet	413 lb.	$ 10.71	$ 4,423.23
	Sod - Turf Repair	8,277 Sq Feet	$ 3.00	$ 24,831.00
	Fall Overseeding	2,379 lb.	$ 6.00	$ 14,274.00
	Fertilization - common turf	4 times	$ 61.80	$ 247.20
	Fertilization - sport turf	8 times	$ 460.85	$ 3,686.80
	Aeration (slit) - common turf	2 times	$ 171.02	$ 1,246.84
	Aeration (slit) - Sport turf	8 times		
	Aeration Core + Sand top dress Sport field only	1 time	$ 10,054.34	$ 10,054.34
	Grand Total			$ 87,557.77

Bid Pricing (Harvest)				
Initial	**Service**	**Frequency / year**	**Monthly**	**Annual**
	Common turf mowing Equipment: Recycler mower 389,746 Square feet	43	$ 3,990.00	$ 47,880.00
	Sport Turf Mowing Equipment: Rotary Bag Mower Picking up clippings 271,057 square feet	43	$ 4,671.50	$ 56,058.00
	Irrigation Report	26	$ 1,317.46	$ 15,809.52
	Weeding	6	$ 1,000.45	$ 12,005.40
	Plant Care 89,396 sq ft	4	$ 1,372.00	$ 16,464.00
	Routine Total		$ 12,351.41	$148,216.92
	Service	**Unit**	**Unit price**	**Total**
	Overseeding Turf Repair -using Mataway Overseeder 1,187 lb. of Seed covers approx. 118 Square Feet	1,185 lb.	$ 10.71	$ 12,691.35
	Sod - Turf Repair	23,709 Sq Ft	$ 3.00	$ 71,127.00
	Fall Overseeding	6,816 lb.	$ 6.00	$ 40,896.00
	Fertilization - common turf	4 times	$ 1,897.91	$ 7,591.64
	Fertilization - sport turf	8 times	$ 1,319.94	$ 10,559.52
	Aeration (slit) - common turf	2 times	$ 621.04	$ 1,242.08
	Aeration (slit) - Sport turf	8 times	$ 431.92	$ 3,455.36
	Aeration Core + Sand top dress Sport field only	1 time	$ 28,796.79	$ 28,796.79
	Grand Total			$324,576.66

Note:

- Routine work and Seasonal work are separated by pricing.
- Periodic work is flexible in terms of frequency.
    - All periodic work frequency will be per city direction.
    - Some periodic work such as fertilizer frequency can be reduced with the use of slow-release fertilizer without any impact to the turf health.
    - Seasonal work is as-needed or can be treated as allowance.
- Please check out our methodology section on page 25. All materials are listed there.

Total Summary		
	Monthly	Annually
Routine	$ 17,984.32	$ 215,811.84
Periodic		$ 293,955.99
Grand Total		**$ 509,767.83**

Additional Proposal for Restroom maintenance

Add-On Bid Pricing (Restroom)					
Initial	**Service**	**Freq.**	**Restroom #**	**Monthly**	**Annual**
	Teague Park	Monday - Friday	3	$ 745.04	$ 8,940.48
	Las Piedras Park	Monday - Friday	4	$ 993.39	$11,920.68
	Veterans Park	Monday - Friday	1 Traditional	$ 993.39	$11,920.68
	Mill Park	Monday - Friday	2	$ 496.69	$ 5,960.28
	Sports Park (Harvest)	Monday - Friday	3	$ 745.04	$ 8,940.48
	Harding Park	Monday - Friday (JAN - JLY) Mon- Wed- Fri (AUG - DEC)	1 Traditional	$ 829.10	$ 9,949.20
	Rail Road Plaza Park	2 days per week	3	$ 298.02	$ 3,576.24
	Recreation Park	Weekly	2	$ 99.34	$ 1,192.08
	Total			$5,200.01	$62,400.12

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Manager

Subject: 2023-2025 MEMORANDUM OF UNDERSTANDING WITH THE SANTA PAULA POLICE OFFICERS ASSOCIATION (SPPOA)

Date: September 6, 2023

Agenda Item: 10.I

RECOMMENDATION:

Approve Resolution No. 7478, approving the Memorandum of Understanding between the City of Santa Paula and the Santa Paula Police Officer's Association (SPPOA) for the period of September 9, 2023 through June 30, 2025

BACKGROUND:

The current Memorandum of Understanding (MOU) with the Santa Paula Police Officer's Association (SPPOA) expired on June 30, 2023. In compliance with the Meyers-Milias Brown Act (MMBA), the City negotiations team commenced negotiations with the SPPOA towards a successor MOU and have been meeting and conferring in good faith regarding wages, benefits and other terms and conditions of employment. These negotiations were based upon direction provided by the City Council in closed session during the negotiations process.

The SPPOA membership has ratified the tentative agreement. This action tonight, seeks City Council approval of the terms and conditions negotiated.

ANALYSIS:

The current Memorandum of Understanding (MOU) with the SPPOA expired on June 30, 2023. The City's negotiations team and the SPPOA representatives have reached a two-year agreement with a 9% cost-of-living adjustment (COLA) over the term of the agreement.

The attached resolution implements the tentative agreement reached with the SPPOA.

Below are key items that have been negotiated:

- Term of the Agreement shall be from September 6, 2023 through June 30, 2025.
- Effective the first full pay period following September 6, 2023 ratification of this Agreement by SPPOA and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages or salaries, as applicable. Effective the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages.

- Tuition Reimbursement Assistance increase from $2500.00 to $3000.00 per fiscal year.
- Uniform Allowance increase for Public Safety Dispatchers from $300.00 to $500.00 annually.
- City matching Deferred Compensation Plan contribution of up to 1% of the employee's base salary.

STRATEGIC PLAN:

This item/action supports the City Council's goal of employee retention under the "Operational Excellence" of the two- year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

The fiscal impacts associated with this item have been included in the current two year budget cycle.

OPTIONS:

1. Approve Resolution No. 7478, approving the Memorandum of Understanding between the City of Santa Paula and the Santa Paula Police Officer's Association for the period of September 6, 2023 through June 30, 2025.

2. Provide alternative direction to staff.

ATTACHMENTS:

Resolution No. 7478.docx
Exhibit A to Resolution No. 7478.DOCX
Redlined SPPOA MOU.pdf

RESOLUTION NO. 7478

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE CONTRACT YEAR 2023-2025 BETWEEN THE CITY OF SANTA PAULA AND THE SANTA PAULA POLICE OFFICERS ASSOCIATION

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

SECTION 1: The City Council finds as follows:

A. The City, acting by and through its City Council appointed negotiation team, and representatives of the Santa Paula Police, a duly recognized employee organization representing sworn and non-sworn employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, hours and the terms and conditions of employment for contract years 2023-2025.

B. The appointed representatives of the parties agreed on certain matters as stated in the Memorandum of Understanding (MOU) attached as Exhibit "A" and recommend that the City Council implement the MOU.

SECTION 2: The City Council approves the Memorandum of Understanding for Contract Year 2023-2025 between the City of Santa Paula and the Santa Paula Police Officer's Association. The City Manager is authorized to execute the MOU on the City's behalf and any ancillary documents necessary to implement the MOU.

SECTION 3: This Resolution will become effective as identified in Exhibit A, immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 4: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED AND ADOPTED this 6th of September, 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, Interim City Attorney

_____
Daniel Singer, City Manager

EXHIBIT A

SANTA PAULA POLICE OFFICERS ASSOCIATION (SPPOA)

Memorandum of Understanding (MOU) for Contract Year –2023-2025

City of Santa Paula

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City of Santa Paula, hereinafter designated "City," and the Santa Paula Police Officers Association, hereinafter designated as "Association," and has been jointly prepared by both parties.

The City Manager, or designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions, and regulations of the City of Santa Paula. The City, the Association, and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of the employees in said Association; have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendation of the undersigned regarding matters within the scope of representation for all employees within the Association for the term expressed herein, which commences September 6, 2023 through June 30, 2025.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

1. RECOGNITION

This memorandum covers employees in the Association, "Non-managerial, Sworn, and Nonsworn", as represented by the Union, which has been certified as the recognized employee organization. Regular full time classifications represented are Police Sergeant, Senior Officer, Detective, Police Officer, and Public Safety Dispatcher Clerk.

1.1 Non-Discrimination

The City and the Association stipulate that the provisions of this agreement will apply equally to all employees covered herein without favor or discrimination because of race,

religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental or physical disability, and/or any other category protected by federal or state law.

2. UNION RIGHTS

2.1 MOU Maintenance by Employees

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. However, employees shall not leave their work station or assignment without first securing the approval of the Chief of Police or his/her designee. Approval to leave for such meeting shall only be denied when the absence of the employee would cause a hardship on the operation of the Department.

2.2 Association Information

Association materials (such as information on dues, history of the Association, etc.) provided to the City-by the Association will be provided to eligible employees as a part of the new orientation process. The Association will be responsible for supplying materials.

2.3 Dues Deduction

Members of the Association may authorize Association payroll deduction by submitting a written authorization to payroll. Said authorization shall remain in effect unless withdrawn in writing, or unless the employee terminates employment or transfers from the Association represented unit.

3. CITY RIGHTS

To ensure the City continues to carry out its public safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of Santa Paula, the City continues to reserve and retain solely and exclusively all management rights, regardless of frequency of use, including those rights and responsibilities set forth by law and those City rights set forth in the City's Personnel Rules and Regulations Ordinance and including but not limited to the following rights: To determine and modify the organization of City government and its constituent work units; Determine the nature, standards, levels, and mode of delivery of services to offer to the public; Determine whether goods or services shall be made or provided by the City, or shall be purchased or

contract for, provided that if services are contracted for, the procedure shall be that which is provided for in separate contracting out clause; Direct employees, including scheduling and assigning work, work hours, and overtime within existing agreed upon shift schedules when such change is required by workload, employee absences, or other immediate needs of the department; Establish employee performance standards and to require compliance therewith; Discharge, suspend, demote, reduce in pay, reprimand, or otherwise discipline permanent employees for cause, subject to the requirements of applicable law, and to do the same to probationary employees with or without cause; Withhold salary increases and benefits related to job performance subject to the City's Personnel Rules and Regulations; Relieve employees from duty because of lack of work or funds; Implement rules, regulations and directives consistent with the law and specific provisions of this MOU; Take all necessary action to protect the public and carry out its mission in emergencies; Relieve employees from duty when there are extraordinary circumstances which require immediate relief from duty without pay and benefits.

Decisions by the City under this Article 3 are not subject to the grievance procedure unless the decision precludes employees or representatives from conferring or raising grievances about the practical consequences that the decision has on wages, hours, or other terms and conditions of employment.

Nothing in this section shall be construed to limit the Association's rights or the City's obligation to meet and confer when required by the Meyers-Milias-Brown Act.

3.1 Contracting Out Clause

In the event the City enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the Association, or the law provides for the transfer of functions now being performed by employees in the Association to another public or private agency, the City will advise such public or private entity of the existence and terms of the Memorandum of Understanding and will immediately advise the Association of such agreement by law. In addition, the City will consult with the employer absorbing the City function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the City Manager will arrange within five (5) business days to meet with representatives of the Association to advise them of the action.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions, or when there is any major assignment of functions from one department to another or to another agency, the City will make an intensive effort to either reassign or transfer affected employee to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

3.2 No Strike or Lockout

The City and the Association agree that the City will not lockout employees and that the Association will not engage in labor practices detrimental to providing services to the citizens of Santa Paula or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and Association further agree that all matters of controversy within the scope of this agreement will be settled by established grievance procedures or other remedies provided by law. The Association acknowledges that violation of above may be just cause for disciplinary action, including termination.

3.3 Existing Conditions of Employment

It is understood that past practices and all such written ordinances, policies, resolutions, rules and regulations, including but not limited to, to Personnel Rules and Regulations of the City, the Employer-Employee Resolution and the Administrative Manual of the City shall remain in effect during the coverage of this Memorandum of Understanding ("MOU") subject to the amendment or deletions as otherwise provided herein.

For purposes of this MOU, "past practice" shall be defined as an unwritten policy, procedure or work rule of the City affecting wages, hours or conditions of employment, upon which the City and members of the bargaining unit have come to rely through a course of conduct and which is not inconsistent with the express terms and conditions of this MOU.

In the event that a past practice conflicts with the language of this MOU, the MOU shall control.

4. SALARY COMPENSATION

Effective the first day of the first full pay period following ratification of this Agreement by the SPPOA and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages.

Effective the first day of the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages.

4.2 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee.

4.3 Probationary Period

The probationary period for represented employees shall be for a period of one year.

4.4 Base Wages

Base wages shall mean the hourly rate of pay earned by an employee within a salary range as described in the City's Position Classification and Compensation Plan. Base wages shall be calculated by dividing an employee's bi-weekly salary by 80.

4.5 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the Personnel Office.

4.6 Regular Rate of Pay

An Association employee's regular rate of pay shall be calculated according to the provisions of the FLSA. The regular rate includes base wages, bilingual pay, call-back pay, standby pay, educational incentive award, shift differential, and any other payments required to be included by the FLSA.

4.7 Direct Deposit

All employees hired after January 1, 2005, shall establish a direct deposit account in order to receive their paychecks.

5. HOURS OF WORK

5.1 Regular Work Period

In accordance with the Fair Labor Standards Act, Association personnel work a fixed and recurring work cycle consisting of 28 consecutive 24-hours days. The 28-day work cycle begins on Monday, 10:00 P.M. and ends 28 days later on Monday at

9:59 P.M.

5.2 Standard Hours and Days of Work

There are three (3) alternative work schedules currently offered to employees: the 3/12 plan, the 9/80 plan, the 4/10 plan, and/or any special assignment schedule. For the term of this MOU and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Association. When an employee works an alternative work schedule, overtime will be paid for time worked in excess of the alternative work schedule, and will not be based on an eight (8) hour work day. Affected personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

The daily schedule for Patrol Officers is a twelve (12) hour work schedule (80 regular hours expected to be worked in a 14-day cycle, or 160 regular hours in a 28-day cycle), inclusive of breaks and a one-half (1/2) hour meal break. In order to do this, during the 28-day cycle there will be 16 hours considered pay-back time which may be assigned as either training or work time.

The schedule for the School Resource Office is a 5/8 schedule during the academic school year. Except, however, that when school is not in session, the SRO shall be rotated into an alternate schedule.

Schedule for Sworn employees: This schedule is as follows: An Association member assigned to Patrol will be assigned to a 12-hour shift of either 6:00 AM to 6:00 PM or 6:00 PM to 6:00 AM., or a 4/10 schedule that is approved by the Chief of Police. The schedule will be rotated on a quarterly basis on the first Monday of the month of January, April, July and October. On alternating weeks, members working a 12-hour schedule shall work 4 days on, three days off. On those weeks where members are working 4 days on, one of those days will be scheduled for eight (8) hours, with the remaining days scheduled for twelve (12) hours. On the alternate week where the member is working 3 days, all days will be scheduled for twelve (12) hours.

The regular working day of employees (non-Patrol employees) observing a 9/80 work schedule is nine (9) hours of work, inclusive of a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternative Fridays or other days, as determined by the Chief of Police or his/her designee, shall be eight (8) hours of work, inclusive of a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work, inclusive of a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

5.3 Time Worked

The following activities are not considered work time for the purpose of calculating overtime, except as provided for in this agreement and applicable statutes.

A. Meal breaks, except as authorized by this agreement.

B. All travel time to work and returning home in either personal or City vehicle.

C. All time in off-duty assignments (homework, study time, meal time, sleep time, etc.)

D. All off-time travel to training sites and returning home unless the training site is outside of Ventura County or greater than one (1) hour driving distance from the City.

E. All time putting on and taking off uniforms.

F. All time for personal preparation and clean-up.

G. All off-duty time spent in vehicle, equipment, and/or animal maintenance.

5.4 Shift Change

Regular shift assignment changes for individuals and emergency assignments are not subject to the provisions of meeting and conferring. The City agrees to provide reasonable prior notice whenever possible before adjusting an officer's hours. Under normal conditions, shift changes shall occur at 6:01 a.m. on the first Monday morning of the quarter.

5.5 Time Between Shifts

City agrees to schedule employees covered under this agreement in such a way as to assure a minimum of 12 hours between assigned shifts, except under emergency conditions and as required for the assigned shift.

OVERTIME

Effective January 1, 2006, overtime will be calculated based on "hours worked" which will no longer include sick leave time or leave without pay to calculate overtime.

6.1 Overtime Eligibility

Overtime is defined as all hours worked in excess of an employee’s regularly scheduled workday or work week. For sworn members, overtime shall also be defined as hours worked in excess of the following schedule(s) adopted pursuant to Section 7(k) of the Fair Labor Standards Act: hours worked in excess of eighty (80) hours in a

14-day period or one hundred sixty (160) hours in a 28-day period. For purposes of determining OT, hours worked shall include paid time off for holidays, compensatory time off, vacation leave, jury duty and bereavement leave, but not sick leave or leave without pay. Overtime will be paid at one and one-half (1 ½) times the employee's regular rate of pay.

The City may reopen negotiations at any time during the term of the MOU to address overtime compensation as defined in the Fair Labors Standards Act (FLSA). Any changes to the overtime compensation shall be mutually agreed to by both the SPPOA and the City.

The following is time worked which is considered overtime, except as otherwise specified:

A. End of Shift: Work time worked by unit personnel beyond normal assigned shifts for the completion of work assigned.

B. Public Event Detail: Work time performed by a unit employee during off-duty hours involving duty at parades and other public or civic events and private contract work authorized by Police Management.

C. Training: Work time spent by unit employees during off-duty hours attending mandatory training. However, time spent for non-classroom study and/or assignments, meals, travel time, if the training site is in Ventura County or **less** than one (1) hour travel time from the City, and sleep time is considered non-work time.

D. Court Time: Work time required of a unit employee to attend court in response to a mandatory subpoena, or a hearing or trial in a civil or criminal case, at a time other than the employee's assigned work shift schedule, for the purpose of testifying as to knowledge acquired or claimed to have been acquired by such employees in the course of employment with the City.

6.2 Compensatory Time

Accrual of Compensatory Time Off (CTO): Unit employees may choose in lieu of cash payment to be compensated for overtime by the accumulation of compensatory time, which is time and one-half (1.5) earned in compensatory time for each hour worked.

Compensatory time off may be accumulated to a maximum of eighty (80) hours to be used at a later time upon the approval of the supervisor. Employees may not accrue more than eighty (80) hours at any given time. Any time in excess of eighty (80) hours shall be paid as overtime.

Requests for Use: All requests to use CTO must be made in writing to the Chief of

Police or his/her designee. The City shall have the ability to require employees to use accrued CTO on dates of the City's choosing. Management will make an effort to comply with an employee's request to use CTO on a particular day or days, but will not be obligated to do so if staffing needs, fiscal management of the City or Department, potential emergency or heavy work conditions, or any other conditions or management concerns make it in the City's interest not to authorize use on the requested days or in the requested time periods. If the City must, based on the threat of undue disruption, defer an employee's requested use of CTO for more than three (3) months (which the parties acknowledge to be a reasonable period), the requested CTO hours may be cashed out at the request of the City or the employee. The parties understand that undue disruption includes but is not limited to prolonged emergency conditions or increased need for law enforcement presence in the City, low staffing levels, and inability to find employees to substitute at reasonable cost to the City.

6.3 Recall Compensation

Regular and emergency recall work is performed by an off-duty unit employee who is ordered to duty when it is deemed necessary or advisable to properly handle an incident or incidents and/or to maintain necessary staffing levels. Recall compensation requires that the employee have left the City's work premises. Recall compensation is paid from the actual travel time up to a maximum of thirty (30) minutes of travel time each way. The minimum compensation is two (2) hours of base salary and shall be calculated to the nearest one-quarter (1/4) hour of time worked. In the event in-person response is required to either an incident in the field or to a City facility, arrival at the location in question should generally be within sixty (60) minutes of acknowledgment of the request. Should an officer not be able to make the 60-minute time frame and is still ordered in, travel time shall be paid as provided in this section

6.4 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage. Prior written authorization of the Chief of Police or his/her designee must be secured and communicated to the employee prior to the employee working overtime except as specified below.

In an emergency, if it is impossible or impractical to secure advance authorization from the Chief, his designee may authorize paid overtime.

Overtime shall be compensated to the nearest half hour. This shall apply to accumulation of all overtime during a work week.

6.4.1 Assignment of Patrol Overtime

The purpose of this section is to establish procedures in assigning overtime for vacant patrol positions. This section does not apply to emergency overtime

assignments and callback.

6.4.2 Identification of Vacant Shift

Vacancies in the Patrol Bureau shifts should be identified at least one month in advance, when feasible. The Chief of Police will designate a person who will have the responsibility of determining which shifts will be vacant due to vacation, injured on duty, training or open positions in the patrol ranks.

6.4.3 Posting of the Sign-up List

Once the overtime vacancies have been identified, a sign-up sheet listing the vacant shifts will be posted in the briefing room on the bulletin board.

6.4.4 Sign-up Procedures

Unit members wishing to volunteer for overtime assignments will be allowed to sign requirements of Section 5.6 have been met) for an additional shift, separate from their regular shift schedule, of overtime per day until the sign-up sheet is filled. Unit members are encouraged to sign up voluntarily.

6.4.5 Officer Assignments to Vacant Overtime Shifts

Attempts will be made to fill all vacant overtime slots with voluntary sign-ups. If this cannot be accomplished, then any and all Unit members may be assigned to the overtime shifts as needed. First choice of overtime to go to uniform personnel.

6.4.6 Outside Details Overtime

Overtime for outside details such as football games, filming, and parades shall be on a volunteer basis. If the assignments are not filled by volunteers, then any and all Unit members may be assigned as needed. First choice of overtime to go to uniform personnel.

7. ASSIGNMENT DIFFERENTIAL

All assignments to positions receiving additional compensation are temporary assignments. Unit personnel are rotated into and out of these assignments at the discretion of the Police Chief as part of the Department's job enrichment and career development program. In conformity with this understanding, unit personnel are required to sign a statement indicating they understand the temporary nature of the assignment.

Assignments receiving additional compensation include:

A. Detective: A sworn unit member assigned as a Detective will receive an additional

five percent (5%) over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3)Special Assignment Pay.

B. Special Enforcement Unit (SEU): A sworn unit member assigned to the Special Enforcement Unit will receive an additional five percent (5%) over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

C. Field Training Officer (FTO): A sworn unit member, formally trained as a FTO, who is temporarily assigned to train newly sworn full-time department personnel and police reserves pursuing Level I certification will receive an additional five (5%) percent over his or her base wage. Designated FTO's and Level II trainers are required to be scheduled for assignment in advance by the FTO Supervisor; appointment as a FTO or Level II trainer shall be made by the Chief of Police or his designee.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

D. Motorcycle Officer/Traffic Investigator: A sworn unit member assigned as the Motorcycle Officer or Traffic Investigator will receive an additional five (5%) percent increase over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

E. Detective Sergeant: A Sergeant assigned to the Investigations Unit will receive an additional five (5%) percent increase over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally

permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

F. Communication Training Officer Pay (CTO) Pay - A non-sworn unit member temporarily assigned to train non-sworn dispatch personnel will receive an additional five (5%) percent increase over his or her base wage. Designated CTO's are required to be approved for assignments in advance by the Dispatch Supervisor. Appointment as a CTO shall be made by the Chief of Police.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

G. Canine Officer: A sworn unit member assigned as the Canine Officer will receive an additional five (5%) percent over his or her base wage. A Canine Officer will also receive additional compensation of two hundred ten dollars ($210.00) per month in recognition of the additional temporary assigned duties and responsibilities associated with the canine program including any time spent by the employee on or off duty in the care and maintenance of the animal. The monthly stipend is based on ten hours of off duty time for canine care and maintenance paid at a base rate of $14.00 per hour, paid at time and one half ($21.00 per hour).

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

H. Senior Officer/Sergeant: A sworn unit member temporarily assigned as a Senior Officer or a Sergeant shall be paid in accordance with the City's personnel rules and regulations

The parties agree that Temporary Upgrade Pay is special compensation and shall be reported as such to CalPERS for "classic members", to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay. Unit personnel are only eligible for one Special Assignment pay and there can be no pyramiding of this pay.

I. On Call Detective Pay-All members of the Investigations Unit are eligible for Detective On-Call Pay. The Investigations Supervisor shall provide a schedule on at least a monthly basis. Senior Officers within the unit shall have first priority to

volunteer for on-call shifts. The unit member on-call shall be compensated an additional $20.00 dollars per day. On-call pay will be paid in the event the member is called out to a scene.

7.1 Non Sworn

An employee in the class of Public Safety Dispatcher Clerk or Dispatch Supervisor who works between the hours of 6:00 PM and 6:00 AM shall receive a shift differential of seventy-five cents ($0.75) per hour over base wage. Overtime and workers' compensation to be determined using base wage.

The parties agree that Shift Differential Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Shift Differential Pay.

7.2 Educational Incentive

Unit personnel with either (1) an Associate's Degree, or (2) thirty (30) college units AND Intermediate POST Certificate shall receive a salary adjustment of two (2%) percent above their base wages.

Unit personnel with either (1) a Bachelor's Degree, or (2) thirty (30) college units AND an Advanced POST Certificate shall receive a salary adjustment of four (4%) percent above their base wages.

Unit personnel with either (1) a Master's Degree, or (2) an Associate's Degree (or seventy-five (75) or more college units) AND a Supervisory POST Certificate shall receive a salary adjustment of six (6%) percent above their base wages.

Employees requesting Educational Incentive Compensation are required to present the original certificate or diploma or other substantiating records to the Personnel Office for verification.

The parties agree that Educational Incentive Compensation is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571(a)(2) and 571.1(b)(2) Educational Pay and Peace Officer Standard Training (POST) Certificate Pay.

7.3 Promotional Process – Sworn Employees

The Chief of Police, with input from the SPPOA, will compose or cause to be composed a structured promotional testing process, that shall be codified in departmental policy, for the ranks of Senior Police Officer and Police Sergeant.

Utilizing industry standard testing methods, the testing process will assess the following factors to determine the member's suitability for promotion into the higher rank:

(a) Knowledge of departmental policies, procedures, and programs; i.e., community oriented policing, initiative management, leadership development, etc.

(b) Ability to analyze

(c) Ability to articulate

(d) Knowledge and preparation for the position the member seeks

(e) Demeanor

7.4 Tuition Reimbursement

Tuition reimbursement may be made up to three thousand per fiscal year in accordance with established City policy.

8. OTHER COMPENSATION AND BENEFITS

8.1 Uniforms and Equipment

The City will provide a uniform allowance to all sworn personnel beginning on July 1, 2005. The uniform allowance will include the cost of purchasing: three (3) pairs of pants; three (3) short-sleeved shirts; three (3) long-sleeved shirts; appropriate insignias, zippers for shirts, one (1) pair of work boots/shoes; tailoring, and laundering services. The cash allowance will be paid to each eligible member on a bi-weekly basis, the fixed dollar amount will be $75.00 bi-weekly ($1950.00/annually).

Employees on sick leave, industrial disability leave, or leave of absence for more than two continuous weeks are not entitled to the uniform allowance for the period of time away from work.

A fair and proportionate amount of the cost of replacement and/or repair of clothing and equipment (including weapons) which may be damaged, destroyed, or lost in the performance of official duty will be paid by the City when such damage or destruction is not the result of negligence on the part of the employee. The Chief of Police or his or her designee will make a complete investigation of each individual claim and submit findings and recommendations, including the recommended amount of

reimbursement, to the City Manager. The City Manager must approve all requests prior to reimbursement.

The uniform shall consist of the following, subject to Police specifications:

Item	Unit Price (ea)
Shirts-3	$40.00
Pants-3	$30.00
Belt-1	$10.00
Shoes-1	$50.00
Badge	Provided by Police Chief
Name Plate	Provided by Police Chief

In each subsequent twelve (12) month period after the first year of hire, the City shall provide an annual reimbursable uniform program, allowing up to a maximum of five hundred dollars ($500.00) reimbursement per year per dispatcher for these replacement uniform items: shirts, pants, belt and shoes. This program will allow Dispatch unit employees to purchase replacement uniform items from City approved vendors according to the itemized price list above, or personnel may elect to order from other vendors, with reimbursement to be paid according to the itemized price list above. All requests for uniform replacement and/or reimbursement must be submitted to the Police Chief or his/her designee for signature approval and forwarded to the Finance Department for payment.

The City will provide safety vests for all sworn employees.

All necessary safety equipment will be provided by the City as required by Section 6401 of the State Labor Code, subject to any applicable legislative or judicial interpretation of that statute during the term of this agreement.

The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each employee as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

8.2 P.O.S.T. Training Reimbursement

Employees who attend P.O.S.T. certified training shall be reimbursed for incidentals up to the amount specified by the City's Travel Policy for such expenses.

8.3 Court Stand-By

Unit personnel placed on court standby time "on call" during their off-duty time who are required to be accessible by telephone or other methods approved by management and who are able to appear at court in a reasonable amount of time if so ordered will receive fifty dollars ($50.00) per standby shift. Standby pay will not be paid if court time compensation is made.

A designated representative of the Police Chief will determine whether an employee will be placed on standby or whether an employee will be required to appear in court and how long an individual on standby will be required to remain in that status. Employees must check with the designated representative of the Police Department the morning of each scheduled day of court appearance or standby to ascertain whether his/her testimony is required. If the Police Department representative is advised that the employee's testimony will not be requested, the standby employee will be released from standby.

8.4 Personal Vehicle Use

The City seeks to contain mileage costs by providing City vehicles for employee use on City business when such vehicles are available. Prior to the use of a personal vehicle for City related business, the employee shall obtain pre-authorization from the Police Chief or his designee. When an employee receives proper pre-authorization to use a personal vehicle for City related business, and then uses his/her personal vehicle for City related business, the employee shall be reimbursed for actual mileage traveled at the current IRS rate. An exception to this policy is allowed for Court attendance.

8.6 Bilingual Pay Program

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community. All eligible employees will receive $1300.00 per year ($50.00 per pay period).

The parties agree that Bilingual Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571(a)(4) and 571.1(b)(3) Bilingual Pay.

8.7 Emergency Disasters

Employees will be required to mark "overtime" versus "comp time" on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

9. HOLIDAYS

On January 1st of each year, unit personnel will receive a Holiday Leave Bank with eleven (11) holidays paid at straight times and one Floating Holiday Leave Bank of 10 – 12 hours paid at straight time.Holiday leave hours received will be determined by the employees work schedule and will be accrued before every holiday pay period. Holiday hours cannot be used in excess of regular hours worked, or prior to being accrued. Floating holiday hours are to be used throughout the year, may be used for any purpose that vacation, sick, and compensatory leave may be used for, as long as prior approval is gained from the Supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday Leave Bank hours do not have a cash value.

All unit personnel assigned to patrol and dispatch will be required to work on a fixed holiday unless prior approval is gained from the Supervisor. All other unit personnel not assigned to patrol or dispatch will be required to take fixed holiday's off, unless prior approval is gained from the Chief of Police or designee. Holiday leave is intended to be used for fixed holidays, unless unit personnel is assigned to work at which point the holiday hours maybe used at a later regularly scheduled day, as approved the Chief of Police or designee. Unit personnel required to take the fixed holiday off, may not use other forms of accrued leave for the fixed holiday.

Except as otherwise provided, unit personnel within the representation unit shall have the following fixed holidays with pay:

January 1st - New Year's Day
Martin Luther King Jr. Day - Third Monday in January
Presidents Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Admissions Day - September 9th
Labor Day - First Monday of September
Veteran's Day - November 11th
Thanksgiving Day
Friday after Thanksgiving

December 25th - Christmas Day

One (1) floating/personal day

If a holiday is worked, unit personnel will receive pay at a straight-time rate for all hours worked, except when the Chief of Police or designee deems the call-back necessary to manage emergency situations or when unit personnel are required to work special events sponsored by the City or where the City contracts with third parties to provide police services that are reimbursable.

Unit employees may carry-over a maximum of eighty (80) hours of holiday leave from one calendar year to another, and may cash out a maximum of eighty (80) hours of holiday leave upon separation. Eligible holiday cash out includes all hours carried over from the prior calendar year, and any unworked hours for holidays in the current calendar year.

An additional carryover of forty-eight holiday hours earned, but not used in November and December, may be carried over for ninety (90) days after the end of the calendar year. This additional carryover is separate from the eighty (80) hour maximum above and shall not be eligible for cash out.

10. VACATION

10.1 Vacation Entitlement

City previously agreed to temporarily extend the vacation cap from 280 hours to 320 hours until June 30, 2021. Unit members will be required to reduce vacation leave balances to 280 hours or less by December 31, 2021. Vacation hours in excess of 280 hours will not have cash value, may not be used in the buyback program and will not be paid out to unit members upon separation from employment. Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours.

Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years:	168 hours
Twenty-two years:	176 hours

Twenty-three years:	184 hours
Twenty-four years:	192 hours
Twenty-five or more years:	200 hours

1. All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

2. Vacation Leave will not accrue while an employee is on Leave of Absence Without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

3. If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Department Head with the approval of the City Manager, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. In the event that an employee requests, but is repeatedly denied, vacation, and if such denial would cause the employee to exceed the two-hundred and eighty (280) hour limit, the City Manager may temporarily increase

the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3Vacation Schedule

In the scheduling of employee vacations, Department Heads will give first consideration to employee choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued vacation hours, up to 280 hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.2.6 Vacation Leave Buyback

Each December, unit employees may buyback vacation and/or comp leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

A. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

B. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

C. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1

Sick or accident leave is not considered a right to which an employee may use at their discretion, but is allowed only in cases of actual sickness or disability which make it impossible for the employee to perform their normal work assignment or as otherwise allowed in this policy.

A. Sick leave beginning with the payroll period commencing September 27, 1988, has no cash value at employee termination.

B. Sick leave accrues at the following rate beginning with the payroll period commencing September 27, 1988:

1. Employees hired after October 1, 1988 are provided with a sick leave bank of forty (40) hours and immediately begin to accrue sick leave at the rate of eight (8) hours per month of service.

2. Current employees will continue to accrue sick leave at the rate of eight (8) hours per month of service.

C. In order to receive compensation while absent from duty on sick leave the employee, if physically able, must notify, or cause to be notified, their immediate supervisor or the Watch Commander at least two (2) hours prior to the beginning of the employee's regular daily duties.

D. When absent for more than three (3) work days, the employee must file a physician's certificate as to the reason(s) for their absence or a personal affidavit with the Personnel Officer stating the reason(s) for the absence. Failure to file the necessary documents within two (2) days following return to work will be cause for such absence to be charged as leave without pay. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Personnel Officer the employee has abused such privileges.

E. Employees may use their accumulated sick leave immediately after it has been earned, subject to the provisions for use of sick leave.

F. Employees may use their accumulated sick leave for absence due to only the following specified reasons:

1. Illness, injury, or health appointment of the employee.

2. Exposure of the employee to a contagious disease.

3. Illness, injury, or health appointment of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.

4. To maintain a full paycheck while the employee is receiving worker's compensation benefits.

5. Other reasons as approved by the Personnel Officer or designee.

H. Employees who have called in sick and who are on authorized sick leave shall be at their primary residence or available for either a phone call or visit by their supervisor during their hours they were scheduled to work in case their supervisor needs information from them.

Exceptions would include visits to doctor's offices, hospital, or scheduled place of treatment. Employees too ill to be available may be considered excepted as well.

11.2 Usage

Sick leave with pay up to the total number of accumulated sick leave hours shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's medical examiner at no cost to the employee.

11.3 Bereavement Leave

Leave with pay up to forty (40) hours per year shall be granted by the Department Head in case of the death of a mother, father, spouse, sister, brother, son, daughter, uncles, aunts, step-parents, step-children and in-laws, or grandparents. Bereavement leave or special sick leave in case of death or serious illness of other persons may be granted only upon approval of the City Manager. Bereavement shall be charged against accumulated sick leave.

11.4 Maternity Leave

Sick leave up to the limit of accumulated sick leave time shall be granted for pregnancy and normal recovery from childbirth. Additional time away from work due to maternity up to a total of six (6) months will be treated as leave without pay.

11.5 Paternity Leave

A maximum of five (5) days leave with pay shall be granted for the purpose of preparation for and care of a newly born or newly adopted child. Paternity leave shall be charged against accumulated sick leave.

11.6 Exceptions

Sick leave with pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement therein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals. An exception shall be made if such would cause an employee to lose vacation, which could not be carried forward.

11.8 Sick Leave Pay Off

Accumulated sick leave will be credited to the employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

11.9 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head or designee.

12. INDUSTRIAL ACCIDENT LEAVE

12.1 Injury Leave

Whenever a sworn safety employee sustains an injury while actively engaged in law enforcement, he or she will receive compensation as provided under the State Worker's Compensation Act. Such officer will be placed upon leave of absence at full pay and will be paid by the City for so long as is required by Section 4850 and related sections of the Labor Code. During the same time the City is required to pay and actually pays, the public safety employee will not be entitled to receive any temporary disability payments under the

Worker's Compensation Act or retirement benefits under the Public Employee's Retirement System, and the City will be entitled to receive all payments which would otherwise be payable to such officer for temporary disability or upon retirement.

Medical care and payments for permanent disabilities incurred in the course of employment are prescribed by the Workers' Compensation Act.

All injuries sustained in the course of employment must be reported as soon as possible to the Police Chief, who will immediately report the same to the Personnel Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the department head shall complete and forward the required report to the Personnel Officer within twenty-four (24) hours following the injury. Failure to report an injury within thirty-six (36) hours of the injury may result in disciplinary procedures. Sworn unit members are not entitled to utilize sick leave for any industrial injury or industrial illness. Employees on industrial leave are not entitled to additional day and/or time off for holidays which occur during the time an employee is on industrial leave.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave with Pay

An employee in the competitive service shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a Police or City business matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

13.2 Family Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave."

13.3 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation to less than forty (40.0) hours in each bank
2. All such transfers shall be approved by the City Manager or his designee.
3. All transfers shall be anonymous to the transferee.

14. BENEFITS AND INSURANCE

14.1 Cafeteria Benefit Plan

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance and deferred compensation (IRS 457).

The City currently provides a $1458.90 per month ($729.45 paid for the 1st and 2nd pay periods of each month cafeteria benefit contribution toward each full-time eligible member of the unit. The City will provide for an increase, not to exceed 4% each calendar year, for any cost increases to the least-costly HMO family medical plan and the least costly family dental plan. Effective the first full pay period commencing on or after December 2023, the City shall provide $1,641.08 per month ($820.54 paid for the 1st and 2nd pay periods of each month).

Employees hired prior to July 1, 2021, electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1458.90 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,458.90, shall be eligible to cash out the difference between $1458.90 and the cost of the premium.

Employees hired after July 1, 2021, electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans.

14.2 Eligibility Date

When an employee commences work with the City, his/her health benefit distribution selection shall become effective the first of the month, following the date of employment. Deductions for benefits are made a month in advance.

14.3 Benefit Options

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

14.4 Enrollment

The times at which enrollment in or withdrawal from non-mandatory group life and disability income insurance plans is authorized shall be as established by City Policy subject to requirements of the insurance carriers.

14.5 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a City-side basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. The City will pay the annual fee and the enrolled employee monthly administrative fee. Should fewer than ten employees Citywide sign-up for an FSA for the new plan year beginning November 1st, the City reserves the right to discontinue its participation in the Plan.

14.6 Life Insurance

The City provides group term life insurance coverage to $100,000 for each employee, and $5,000 for eligible dependents of each such employee.

14.7 Long Term Disability

The City provides a Long-Term Disability Insurance Program to all employees of the Police unit at City expense.

14.8 Gym Membership

City and SPPOA agree to implement a Physical Fitness and Wellness Program to be developed by a committee comprised of representative of the City and the SPPOA. City and SPPOA shall make every effort to develop this Program within a year of the adoption of the MOU.

After adoption of the Wellness Program and upon proof of annual payment of gym

membership, City shall reimburse the annual sum for the payment of membership fees for a physical fitness program available to Unit employees at qualified health clubs previously approved by the City Manager. This amount shall not exceed the actual membership fee paid or $300 per Unit employee who enrolls in that program, whichever is less. The amount shall not exceed $10,000.00 for the Unit or the actual membership fees paid, whichever is less.

15. RETIREMENT

15.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Safety" employees hired prior to January 1, 2013, and for safety employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA):

1. Classic safety members will be provided with the 3% @ 50 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

B. For "Safety" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

1. Safety employees who are New Members will be provided with the 2.7% @ 57 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

C. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA):

1. Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

2. Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

3. The retirement allowance will be computed on the highest one (1) year of compensation.

D. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

15.2 Contribution to PERS

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

All Classic Members (as defined by PEPRA) will pay the full member contribution, which is currently 9%. Should the member contribution change, the City and the Santa Paula Police Officer's Association agree to a reopener on the subject of member contribution to PERS.

The parties agree that upon the City amending its contract with CalPERS and adopting an appropriate resolution regarding this cost sharing agreement, classic members (as defined by PEPRA) shall contribute three percent (3%) of their compensation towards the employer's contribution to CalPERS pursuant to cost sharing in accordance with Government Code Section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution under Government Code Section 20516(a) shall continue.

The parties agree that upon the City amending its contract with CalPERS and adopting an appropriate resolution regarding this cost sharing agreement, new members (as defined by PEPRA) shall contribute one percent (1%) of their compensation towards the employer's contribution to CalPERS pursuant to cost sharing in accordance with Government Code Section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution under Government Code Section 20516(a) shall continue.

15.3 City Matching Contribution to Deferred Compensation Plan

City will develop and implement program by January 2024 or earlier, if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan up to one percent (1%) of an employee's base salary. For example, if an employee earns $50,000 and contributes $25 per pay period or $650 annually, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

16. DISPUTES

All disputes arising under this agreement shall be resolved in accordance with the City's adopted grievance procedures.

17 WORKING CONDITIONS

17.1 No Smoking Policy

In accordance with the City's No Smoking Policy, smoking and chewing tobacco is not permitted in City offices, facilities and vehicles.

17.2 Employee Medical Examination

The City will notify unit employees that are required to submit proof that they were evaluated by their doctor once every three (3) years for employees age fifty (50) and over. Employees are to use their own employee medical health plan. Any deductible cost for the physical will be reimbursed by the City.

17.3 Employer-Employee Relations Committee

The City and the Association agree to establish a City-wide Employer-Employee Relations Committee, represented by labor and management, to meet on request or on a quarterly basis to discuss departmental and City issues, problems, and general administrative matters.

17.4 General Safety Committee

The Association is authorized to have one-member representative to serve on the General Safety Committee. The Association will be responsible for providing the names of the member and one alternate to the City.

17.5 Modified Duty Policy

A modified duty policy will be implemented as was approved in the1994-95 Memorandum of Understanding.

18. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this agreement, each voluntarily or unqualifiedly waives the right to meet and confer and agrees that the other shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this agreement, notwithstanding any other provisions of laws to the contrary, or as provided for in this agreement.

19. SEVERABILITY

If any provisions of the MOU are held by the proper legislative or judicial authority to be unlawful, unenforceable, or unconstitutional, all other provisions of the MOU will remain in full force and effect for the duration of this MOU. If there is any conflict between the provisions of this MOU and the provisions of federal or state regulations, the provisions of the federal or state regulations shall be controlling. Upon the issuance of a decision declaring any article, section, or portion of this MOU to be unlawful, unenforceable, or unconstitutional, the parties agree to meet and confer immediately concerning only those articles, sections, and portions.

20. TERM

This agreement shall be in effect from September 6, 2023 through June 30, 2025, and thereafter shall remain in full force and effect year-by-year until a subsequent signed MOU is reached by the parties.

NOTICE OF INTENT TO REOPEN

The parties agree that, if either party desires to propose changes in the terms or conditions of this MOU for the period following expiration of this MOU, notice must be given to the other not later than the last working day prior to the ending date of the contract, that such discussions are desired.

21. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council, the recommendations set forth above are final. No changes or modifications shall be offered, urged, or otherwise presented by said Santa Paula Police Officers Association or the City Manager for the period September 6, 2023 through June 30, 2025, except as provided for in this agreement.

SANTA PAULA POLICE OFFICERS ASSOCIATION NEGOTIATING TEAM		CITY OF SANTA PAULA NEGOTIATING TEAM
_____		_____
Daniel C. McCarthy President		Irma Rodriguez Moisa Chief Negotiator
_____		_____
Evert Ponce Vice President	Lorena Alvarez	Human Resources Administrator

SANTA PAULA POLICE OFFICERS ASSOCIATION (SPPOA)

Memorandum of Understanding (MOU) for Contract Year ~~2023~~2023-~~2023~~2025

City of Santa Paula

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City of Santa Paula, hereinafter designated "City," and the Santa Paula Police Officers Association, hereinafter designated as "Association," and has been jointly prepared by both parties.

The City Manager, or designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions, and regulations of the City of Santa Paula. The City, the Association, and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of the employees in said Association; have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendation of the undersigned regarding matters within the scope of representation for all employees within the Association for the term expressed herein, which commences ~~July 1, 2021~~September 6, 2023 through June 30, ~~2023~~2025.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

1. RECOGNITION

This memorandum covers employees in the Association, "Non-managerial, Sworn, and Nonsworn", as represented by the Union, which has been certified as the recognized employee organization. Regular full time classifications represented are Police Sergeant, Senior Officer, Detective, Police Officer, and Public Safety Dispatcher Clerk.

1.1 Non-Discrimination

The City and the Association stipulate that the provisions of this agreement will apply equally to all employees covered herein without favor or discrimination because of race,

religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental or physical disability, and/or any other category protected by federal or state law.

2. UNION RIGHTS

2.1 MOU Maintenance by Employees

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. However, employees shall not leave their work station or assignment without first securing the approval of the Chief of Police or his/her designee. Approval to leave for such meeting shall only be denied when the absence of the employee would cause a hardship on the operation of the Department.

2.2 Association Information

Association materials (such as information on dues, history of the Association, etc.) provided to the City-by the Association will be provided to eligible employees as a part of the new orientation process. The Association will be responsible for supplying materials.

2.3 Dues Deduction

Members of the Association may authorize Association payroll deduction by submitting a written authorization to payroll. Said authorization shall remain in effect unless withdrawn in writing, or unless the employee terminates employment or transfers from the Association represented unit.

3. CITY RIGHTS

To ensure the City continues to carry out its public safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of Santa Paula, the City continues to reserve and retain solely and exclusively all management rights, regardless of frequency of use, including those rights and responsibilities set forth by law and those City rights set forth in the City's Personnel Rules and Regulations Ordinance and including but not limited to the following rights: To determine and modify the organization of City government and its constituent work units; Determine the nature, standards, levels, and mode of delivery of services to offer to the

public; Determine whether goods or services shall be made or provided by the City, or shall be purchased or contract for, provided that if services are contracted for, the procedure shall be that which is provided for in separate contracting out clause; Direct employees, including scheduling and assigning work, work hours, and overtime within existing agreed upon shift schedules when such change is required by workload, employee absences, or other immediate needs of the department; Establish employee performance standards and to require compliance therewith; Discharge, suspend, demote, reduce in pay, reprimand, or otherwise discipline permanent employees for cause, subject to the requirements of applicable law, and to do the same to probationary employees with or without cause; Withhold salary increases and benefits related to job performance subject to the City's Personnel Rules and Regulations; Relieve employees from duty because of lack of work or funds; Implement rules, regulations and directives consistent with the law and specific provisions of this MOU; Take all necessary action to protect the public and carry out its mission in emergencies; Relieve employees from duty when there are extraordinary circumstances which require immediate relief from duty without pay and benefits.

Decisions by the City under this Article 3 are not subject to the grievance procedure unless the decision precludes employees or representatives from conferring or raising grievances about the practical consequences that the decision has on wages, hours, or other terms and conditions of employment.

Nothing in this section shall be construed to limit the Association's rights or the City's obligation to meet and confer when required by the Meyers-Milias-Brown Act.

3.1 Contracting Out Clause

In the event the City enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the Association, or the law provides for the transfer of functions now being performed by employees in the Association to another public or private agency, the City will advise such public or private entity of the existence and terms of the Memorandum of Understanding and will immediately advise the Association of such agreement by law. In addition, the City will consult with the employer absorbing the City function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the City Manager will arrange within five (5) business days to meet with representatives of the Association to advise them of the action.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions, or when there is any major assignment of functions from one department to another or to another agency, the City will make an intensive effort to either reassign or transfer affected employee to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

3.2 No Strike or Lockout

The City and the Association agree that the City will not lockout employees and that the Association will not engage in labor practices detrimental to providing services to the citizens of Santa Paula or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and Association further agree that all matters of controversy within the scope of this agreement will be settled by established grievance procedures or other remedies provided by law. The Association acknowledges that violation of above may be just cause for disciplinary action, including termination.

3.3 Existing Conditions of Employment

It is understood that past practices and all such written ordinances, policies, resolutions, rules and regulations, including but not limited to, to Personnel Rules and Regulations of the City, the Employer-Employee Resolution and the Administrative Manual of the City shall remain in effect during the coverage of this Memorandum of Understanding ("MOU") subject to the amendment or deletions as otherwise provided herein.

For purposes of this MOU, "past practice" shall be defined as an unwritten policy, procedure or work rule of the City affecting wages, hours or conditions of employment, upon which the City and members of the bargaining unit have come to rely through a course of conduct and which is not inconsistent with the express terms and conditions of this MOU.

In the event that a past practice conflicts with the language of this MOU, the MOU shall control.

4. SALARY COMPENSATION

Effective the first day of the first full pay period following ratification of this Agreement by the SPPOA and adoption of the Agreement by the City Council, Unit employees shall receive a five percent (5.0%) cost of living adjustment to base wages.

Effective the first day of the first full pay period following July 1, 2024, Unit employees shall receive a four percent (4%) cost of living adjustment to base wages.

~~In lieu of a change in the contractual overtime afforded to all Unit employees, effective the first pay period following adoption of the Agreement, Unit employees shall receive the following increases in base wages:~~

~~a. Police Officer – Seven (7%) percent.~~
~~b. Senior Police Officer – Eight (8%) percent.~~
~~c. Police Sergeant – Ten (10%) percent.~~
~~d. Public Safety Dispatcher Supervisor – Four (4%) percent.~~
~~e. Public Safety Dispatcher – Four (4%) percent.~~

~~Effective the first full period following July 1, 2022, Unit employees shall receive the following increases in base wages:~~

~~a. Police Officer – Three (3%) percent.~~
~~b. Senior Police Officer – Four (4%) percent.~~
~~c. Police Sergeant – Five (5%) percent.~~
~~d. Public Safety Dispatcher Supervisor – Four (4%) percent.~~
~~Public Safety Dispatcher – Four (4%) percent.~~

4.2 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee.

4.3 Probationary Period

The probationary period for represented employees shall be for a period of one year.

4.4 Base Wages

Base wages shall mean the hourly rate of pay earned by an employee within a salary range as described in the City's Position Classification and Compensation Plan. Base wages shall be calculated by dividing an employee's bi-weekly salary by 80.

4.5 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the Personnel Office.

4.6 Regular Rate of Pay

An Association employee's regular rate of pay shall be calculated according to the provisions of the FLSA. The regular rate includes base wages, bilingual pay, call-back pay, standby pay, educational incentive award, shift differential, and any other payments required to be included by the FLSA.

4.7 Direct Deposit

All employees hired after January 1, 2005, shall establish a direct deposit account in order to receive their paychecks.

5. HOURS OF WORK

5.1 Regular Work Period

In accordance with the Fair Labor Standards Act, Association personnel work a fixed and recurring work cycle consisting of 28 consecutive 24-hours days. The 28-day work cycle begins on Monday, 10:00 P.M. and ends 28 days later on Monday at 9:59 P.M.

5.2 Standard Hours and Days of Work

There are three (3) alternative work schedules currently offered to employees: the 3/12 plan, the 9/80 plan, the 4/10 plan, and/or any special assignment schedule. For the term of this MOU and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Association. When an employee works an alternative work schedule, overtime will be paid for time worked in excess of the alternative work schedule, and will not be based on an eight (8) hour work day. Affected personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

The daily schedule for Patrol Officers is a twelve (12) hour work schedule (80 regular hours expected to be worked in a 14-day cycle, or 160 regular hours in a 28-day cycle), inclusive of breaks and a one-half (1/2) hour meal break. In order to do this, during the 28-day cycle there will be 16 hours considered pay-back time which may be assigned as either training or work time.

The schedule for the School Resource Office is a 5/8 schedule during the academic school year. Except, however, that when school is not in session, the SRO shall be rotated into an alternate schedule.

Schedule for Sworn employees: This schedule is as follows: An Association member assigned to Patrol will be assigned to a 12-hour shift of either 6:00 AM to 6:00 PM or 6:00 PM to 6:00 AM., or a 4/10 schedule that is approved by the Chief of Police. The schedule will be rotated on a quarterly basis on the first Monday of the month of

January, April, July and October. On alternating weeks, members working a 12-hour schedule shall work 4 days on, three days off. On those weeks where members are working 4 days on, one of those days will be scheduled for eight (8) hours, with the remaining days scheduled for twelve (12) hours. On the alternate week where the member is working 3 days, all days will be scheduled for twelve (12) hours.

The regular working day of employees (non-Patrol employees) observing a 9/80 work schedule is nine (9) hours of work, inclusive of a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternative Fridays or other days, as determined by the Chief of Police or his/her designee, shall be eight (8) hours of work, inclusive of a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work, inclusive of a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

5.3 Time Worked

The following activities are not considered work time for the purpose of calculating overtime, except as provided for in this agreement and applicable statutes.

A. Meal breaks, except as authorized by this agreement.

B. All travel time to work and returning home in either personal or City vehicle.

C. All time in off-duty assignments (homework, study time, meal time, sleep time, etc.)

D. All off-time travel to training sites and returning home unless the training site is outside of Ventura County or greater than one (1) hour driving distance from the City.

E. All time putting on and taking off uniforms.

F. All time for personal preparation and clean-up.

G. All off-duty time spent in vehicle, equipment, and/or animal maintenance.

5.4 Shift Change

Regular shift assignment changes for individuals and emergency assignments are not subject to the provisions of meeting and conferring. The City agrees to provide reasonable prior notice whenever possible before adjusting an officer's hours. Under normal conditions, shift changes shall occur at 6:01 a.m. on the first Monday morning of the quarter.

5.5 Time Between Shifts

City agrees to schedule employees covered under this agreement in such a way as to assure a minimum of 12 hours between assigned shifts, except under emergency conditions and as required for the assigned shift.

OVERTIME

Effective January 1, 2006, overtime will be calculated based on "hours worked" which will no longer include sick leave time or leave without pay to calculate overtime.

6.1 Overtime Eligibility

Overtime is defined as all hours worked in excess of an employee's regularly scheduled workday or work week. For sworn members, overtime shall also be defined as hours worked in excess of the following schedule(s) adopted pursuant to Section 7(k) of the Fair Labor Standards Act: hours worked in excess of eighty (80) hours in a 14-day period or one hundred sixty (160) hours in a 28-day period. For purposes of determining OT, hours worked shall include paid time off for holidays, compensatory time off, vacation leave, jury duty and bereavement leave, but not sick leave or leave without pay. Overtime will be paid at one and one-half (1 ½) times the employee's regular rate of pay.

The City may reopen negotiations at any time during the term of the MOU to address overtime compensation as defined in the Fair Labors Standards Act (FLSA). Any changes to the overtime compensation shall be mutually agreed to by both the SPPOA and the City.

The following is time worked which is considered overtime, except as otherwise specified:

A. End of Shift: Work time worked by unit personnel beyond normal assigned shifts for the completion of work assigned.

B. Public Event Detail: Work time performed by a unit employee during off-duty hours involving duty at parades and other public or civic events and private contract work authorized by Police Management.

C. Training: Work time spent by unit employees during off-duty hours attending mandatory training. However, time spent for non-classroom study and/or assignments, meals, travel time, if the training site is in Ventura County or **less** than one (1) hour travel time from the City, and sleep time is considered non-work time.

D. Court Time: Work time required of a unit employee to attend court in

response to a mandatory subpoena, or a hearing or trial in a civil or criminal case, at a time other than the employee's assigned work shift schedule, for the purpose of testifying as to knowledge acquired or claimed to have been acquired by such employees in the course of employment with the City.

6.2 Compensatory Time

Accrual of Compensatory Time Off (CTO): Unit employees may choose in lieu of cash payment to be compensated for overtime by the accumulation of compensatory time, which is time and one-half (1.5) earned in compensatory time for each hour worked.

Compensatory time off may be accumulated to a maximum of eighty (80) hours to be used at a later time upon the approval of the supervisor. Employees may not accrue more than eighty (80) hours at any given time. Any time in excess of eighty (80) hours shall be paid as overtime.

Requests for Use: All requests to use CTO must be made in writing to the Chief of Police or his/her designee. The City shall have the ability to require employees to use accrued CTO on dates of the City's choosing. Management will make an effort to comply with an employee's request to use CTO on a particular day or days, but will not be obligated to do so if staffing needs, fiscal management of the City or Department, potential emergency or heavy work conditions, or any other conditions or management concerns make it in the City's interest not to authorize use on the requested days or in the requested time periods. If the City must, based on the threat of undue disruption, defer an employee's requested use of CTO for more than three (3) months (which the parties acknowledge to be a reasonable period), the requested CTO hours may be cashed out at the request of the City or the employee. The parties understand that undue disruption includes but is not limited to prolonged emergency conditions or increased need for law enforcement presence in the City, low staffing levels, and inability to find employees to substitute at reasonable cost to the City.

6.3 Recall Compensation

Regular and emergency recall work is performed by an off-duty unit employee who is ordered to duty when it is deemed necessary or advisable to properly handle an incident or incidents and/or to maintain necessary staffing levels. Recall compensation requires that the employee have left the City's work premises. Recall compensation is paid from the actual travel time ~~the employee~~ up to a maximum of thirty (30) minutes of travel time each way.~~arrives at the work site until they leave the work site.~~ The minimum compensation is two (2) hours of base salary and shall be calculated to the nearest one-quarter (1/4) hour of time worked. In the event in-person response is required to either an incident in the field or to a City facility, arrival at the location in question should generally be within sixty (60) minutes of acknowledgment of the request. Should an officer not be able to make the 60-minute time frame and is still

ordered in, travel time shall be paid as provided in this section.

6.4 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage. Prior written authorization of the Chief of Police or his/her designee must be secured and communicated to the employee prior to the employee working overtime except as specified below.

In an emergency, if it is impossible or impractical to secure advance authorization from the Chief, his designee may authorize paid overtime.

Overtime shall be compensated to the nearest half hour. This shall apply to accumulation of all overtime during a work week.

6.4.1 Assignment of Patrol Overtime

The purpose of this section is to establish procedures in assigning overtime for vacant patrol positions. This section does not apply to emergency overtime assignments and callback.

6.4.2 Identification of Vacant Shift

Vacancies in the Patrol Bureau shifts should be identified at least one month in advance, when feasible. The Chief of Police will designate a person who will have the responsibility of determining which shifts will be vacant due to vacation, injured on duty, training or open positions in the patrol ranks.

6.4.3 Posting of the Sign-up List

Once the overtime vacancies have been identified, a sign-up sheet listing the vacant shifts will be posted in the briefing room on the bulletin board.

6.4.4 Sign-up Procedures

Unit members wishing to volunteer for overtime assignments will be allowed to sign requirements of Section 5.6 have been met) for an additional shift, separate from their regular shift schedule, of overtime per day until the sign-up sheet is filled. Unit members are encouraged to sign up voluntarily.

6.4.5 Officer Assignments to Vacant Overtime Shifts

Attempts will be made to fill all vacant overtime slots with voluntary sign-ups. If this cannot be accomplished, then any and all Unit members may

be assigned to the overtime shifts as needed. First choice of overtime to go to uniform personnel.

6.4.6 Outside Details Overtime

Overtime for outside details such as football games, filming, and parades shall be on a volunteer basis. If the assignments are not filled by volunteers, then any and all Unit members may be assigned as needed. First choice of overtime to go to uniform personnel.

7. ASSIGNMENT DIFFERENTIAL

All assignments to positions receiving additional compensation are temporary assignments. Unit personnel are rotated into and out of these assignments at the discretion of the Police Chief as part of the Department's job enrichment and career development program. In conformity with this understanding, unit personnel are required to sign a statement indicating they understand the temporary nature of the assignment.

Assignments receiving additional compensation include:

A. Detective: A sworn unit member assigned as a Detective will receive an additional five percent (5%) over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3)Special Assignment Pay.

B. Special Enforcement Unit (SEU): A sworn unit member assigned to the Special Enforcement Unit will receive an additional five percent (5%) over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

C. Field Training Officer (FTO): A sworn unit member, formally trained as a FTO, who is temporarily assigned to train newly sworn full-time department personnel and police reserves pursuing Level I certification will receive an additional five (5%) percent over his or her base wage. Designated FTO's and Level II trainers are required to be scheduled for assignment in advance by the FTO Supervisor; appointment as a FTO or Level II trainer shall be made by the Chief of Police or his

designee.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

D. Motorcycle Officer/Traffic Investigator: A sworn unit member assigned as the Motorcycle Officer or Traffic Investigator will receive an additional five (5%) percent increase over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

E. Detective Sergeant: A Sergeant assigned to the Investigations Unit will receive an additional five (5%) percent increase over his or her base wage.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

F. Communication Training Officer Pay (CTO) Pay - A non-sworn unit member temporarily assigned to train non-sworn dispatch personnel will receive an additional five (5%) percent increase over his or her base wage. Designated CTO's are required to be approved for assignments in advance by the Dispatch Supervisor. Appointment as a CTO shall be made by the Chief of Police.

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

G. Canine Officer: A sworn unit member assigned as the Canine Officer will receive an additional five (5%) percent over his or her base wage. A Canine Officer will also receive additional compensation of two hundred ten dollars ($210.00) per month in recognition of the additional temporary assigned duties and responsibilities associated with the canine program including any time spent by the employee on or off duty in the care and maintenance of the animal. The monthly stipend is based on

ten hours of off duty time for canine care and maintenance paid at a base rate of $14.00 per hour, paid at time and one half ($21.00 per hour).

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Special Assignment Pay.

H. Senior Officer/Sergeant: A sworn unit member temporarily assigned as a Senior Officer or a Sergeant shall be paid in accordance with the City's personnel rules and regulations ~~will receive an additional five percent (5%) over his or her base wages.~~

The parties agree that Temporary Upgrade Pay is special compensation and shall be reported as such to CalPERS for "classic members", to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay. Unit personnel are only eligible for one Special Assignment pay and there can be no pyramiding of this pay.

I. On Call Detective Pay-All members of the Investigations Unit are eligible for Detective On-Call Pay. The Investigations Supervisor shall provide a schedule on at least a monthly basis. Senior Officers within the unit shall have first priority to volunteer for on-call shifts. The unit member on-call shall be compensated an additional $20.00 dollars per day. On-call pay will be paid in the event the member is called out to a scene.

7.1 Non Sworn

An employee in the class of Public Safety Dispatcher Clerk or Dispatch Supervisor who works between the hours of 6:00 PM and 6:00 AM shall receive a shift differential of seventy-five cents ($0.75) per hour over base wage. Overtime and workers' compensation to be determined using base wage.

The parties agree that Shift Differential Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Shift Differential Pay.

7.2 Educational Incentive

Unit personnel with either (1) an Associate's Degree, or (2) thirty (30) college units AND Intermediate POST Certificate shall receive a salary adjustment of two (2%) percent above their base wages.

Unit personnel with either (1) a Bachelor's Degree, or (2) thirty (30) college units AND

an Advanced POST Certificate shall receive a salary adjustment of four (4%) percent above their base wages.

Unit personnel with either (1) a Master's Degree, or (2) an Associate's Degree (or seventy-five (75) or more college units) AND a Supervisory POST Certificate shall receive a salary adjustment of six (6%) percent above their base wages.

Employees requesting Educational Incentive Compensation are required to present the original certificate or diploma or other substantiating records to the Personnel Office for verification.

The parties agree that Educational Incentive Compensation is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571(a)(2) and 571.1(b)(2) Educational Pay and Peace Officer Standard Training (POST) Certificate Pay.

7.3 Promotional Process – Sworn Employees

The Chief of Police, with input from the SPPOA, will compose or cause to be composed a structured promotional testing process, that shall be codified in departmental policy, for the ranks of Senior Police Officer and Police Sergeant.

Utilizing industry standard testing methods, the testing process will assess the following factors to determine the member's suitability for promotion into the higher rank:

(a) Knowledge of departmental policies, procedures, and programs; i.e., community oriented policing, initiative management, leadership development, etc.

(b) Ability to analyze

(c) Ability to articulate

(d) Knowledge and preparation for the position the member seeks

(e) Demeanor

7.4 Tuition Reimbursement

Tuition reimbursement may be made up to ~~two thousand, five hundred dollars~~three thousand per fiscal year in accordance with established City policy.

8. OTHER COMPENSATION AND BENEFITS

8.1 Uniforms and Equipment

The City will provide a uniform allowance to all sworn personnel beginning on July 1, 2005. The uniform allowance will include the cost of purchasing: three (3) pairs of pants; three (3) short-sleeved shirts; three (3) long-sleeved shirts; appropriate insignias, zippers for shirts, one (1) pair of work boots/shoes; tailoring, and laundering services. The cash allowance will be paid to each eligible member on a bi-weekly basis, the fixed dollar amount will be $75.00 bi-weekly ($1950.00/annually).

Employees on sick leave, industrial disability leave, or leave of absence for more than two continuous weeks are not entitled to the uniform allowance for the period of time away from work.

A fair and proportionate amount of the cost of replacement and/or repair of clothing and equipment (including weapons) which may be damaged, destroyed, or lost in the performance of official duty will be paid by the City when such damage or destruction is not the result of negligence on the part of the employee. The Chief of Police or his or her designee will make a complete investigation of each individual claim and submit findings and recommendations, including the recommended amount of reimbursement, to the City Manager. The City Manager must approve all requests prior to reimbursement.

The uniform shall consist of the following, subject to Police specifications:

Item	Unit Price (ea)
Shirts-3	$40.00
Pants-3	$30.00
Belt-1	$10.00
Shoes-1	$50.00
Badge	Provided by Police Chief
Name Plate	Provided by Police Chief

In each subsequent twelve (12) month period after the first year of hire, the City shall provide an annual reimbursable uniform program, allowing up to a maximum

of ~~three~~ five hundred dollars ($5~~3~~00.00) reimbursement per year per dispatcher for these replacement uniform items: shirts, pants, belt and shoes. This program will allow Dispatch unit employees to purchase replacement uniform items from City approved vendors according to the itemized price list above, or personnel may elect to order from other vendors, with reimbursement to be paid according to the itemized price list above. All requests for uniform replacement and/or reimbursement must be submitted to the Police Chief or his/her designee for signature approval and forwarded to the Finance Department for payment.

The City will provide safety vests for all sworn employees.

All necessary safety equipment will be provided by the City as required by Section 6401 of the State Labor Code, subject to any applicable legislative or judicial interpretation of that statute during the term of this agreement.

The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each employee as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

8.2 P.O.S.T. Training Reimbursement

Employees who attend P.O.S.T. certified training shall be reimbursed for incidentals up to the amount specified by the City's Travel Policy for such expenses.

8.3 Court Stand-By

Unit personnel placed on court standby time "on call" during their off-duty time who are required to be accessible by telephone or other methods approved by management and who are able to appear at court in a reasonable amount of time if so ordered will receive fifty dollars ($50.00) per standby shift. Standby pay will not be paid if court time compensation is made.

A designated representative of the Police Chief will determine whether an employee will be placed on standby or whether an employee will be required to appear in court and how long an individual on standby will be required to remain in that status. Employees must check with the designated representative of the Police Department the morning of each scheduled day of court appearance or standby to ascertain whether his/her testimony is required. If the Police Department representative is advised that the employee's testimony will not be requested, the standby employee will be released from standby.

8.4 Personal Vehicle Use

The City seeks to contain mileage costs by providing City vehicles for employee use on City business when such vehicles are available. Prior to the use of a personal vehicle for City related business, the employee shall obtain pre-authorization from the Police Chief or his designee. When an employee receives proper pre-authorization to use a personal vehicle for City related business, and then uses his/her personal vehicle for City related business, the employee shall be reimbursed for actual mileage traveled at the current IRS rate. An exception to this policy is allowed for Court attendance.

8.6 Bilingual Pay Program

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community. All eligible employees will receive $1300.00 per year ($50.00 per pay period).

The parties agree that Bilingual Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571(a)(4) and 571.1(b)(3) Bilingual Pay.

8.7 Emergency Disasters

Employees will be required to mark "overtime" versus "comp time" on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

9. HOLIDAYS

On January 1st of each year, unit personnel will receive a Holiday Leave Bank with eleven (11) holidays paid at straight times~~. and a~~ and one Floating Holiday Leave Bank of 10 – 12 hours paid at straight time~~. to be used for the floating holiday.~~ Holiday leave hours received will be determined by the employees work schedule and will be accrued before every holiday pay period. Holiday hours cannot be used in excess of regular hours worked, or prior to being accrued. Floating holiday hours are to be used throughout the year, may be used for any purpose that vacation, sick, and compensatory leave may be used for, as long as prior approval is gained from the Supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried

over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday Leave Bank hours do not have a cash value.

All unit personnel assigned to patrol and dispatch will be required to work on a fixed holiday unless prior approval is gained from the Supervisor. All other unit personnel not assigned to patrol or dispatch will be required to take fixed holiday's off, unless prior approval is gained from the Chief of Police or designee. Holiday leave is intended to be used for fixed holidays, unless unit personnel is assigned to work at which point the holiday hours maybe used at a later regularly scheduled day, as approved the Chief of Police or designee. Unit personnel required to take the fixed holiday off, may not use other forms of accrued leave for the fixed holiday.

Except as otherwise provided, unit personnel within the representation unit shall have the following fixed holidays with pay:

January 1st - New Year's Day
Martin Luther King Jr. Day - Third Monday in January
Presidents Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Admissions Day - September 9th
Labor Day - First Monday of September
Veteran's Day - November 11th
Thanksgiving Day
Friday after Thanksgiving
December 25th - Christmas Day

One (1) floating/personal day

If a holiday is worked, unit personnel will receive pay at a straight-time rate for all hours worked, except when the Chief of Police or designee deems the call-back necessary to manage emergency situations or when unit personnel are required to work special events sponsored by the City or where the City contracts with third parties to provide police services that are reimbursable.

-Unit employees may carry-over a maximum of eighty (80) hours of holiday leave from one calendar year to another, and may cash out a maximum of eighty (80) hours of holiday leave upon separation. Eligible holiday cash out includes all hours carried over from the prior calendar year, and any unworked hours for holidays in the current calendar year.

An additional carryover of forty-eight holiday hours earned, but not used in November and December, may be carried over for ninety (90) days after the end of the calendar year. This

additional carryover is separate from the eighty (80) hour maximum above and shall not be eligible for cash out.

10. VACATION

10.1 Vacation Entitlement

City previously agreed to temporarily extend the vacation cap from 280 hours to 320 hours until June 30, 2021. Unit members will be required to reduce vacation leave balances to 280 hours or less by December 31, 2021. Vacation hours in excess of 280 hours will not have cash value, may not be used in the buyback program and will not be paid out to unit members upon separation from employment. Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours.

Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years:	168 hours
Twenty-two years:	176 hours
Twenty-three years:	184 hours
Twenty-four years:	192 hours
Twenty-five or more years:	200 hours

1. All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

2. Vacation Leave will not accrue while an employee is on Leave of Absence Without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

3. If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Department Head with the approval of the City Manager, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. In the event that an employee requests, but is repeatedly denied, vacation, and if such denial would cause the employee to exceed the two-hundred and eighty (280) hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3Vacation Schedule

In the scheduling of employee vacations, Department Heads will give first consideration to employee choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued vacation hours, up to 280 hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.2.6 Vacation Leave Buyback

Each December, unit employees may buyback vacation and/or comp leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

A. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

B. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

C. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1

Sick or accident leave is not considered a right to which an employee may use at their discretion, but is allowed only in cases of actual sickness or disability which make it impossible for the employee to perform their normal work assignment or as otherwise allowed in this policy.

A. Sick leave beginning with the payroll period commencing September 27, 1988, has no cash value at employee termination.

B. Sick leave accrues at the following rate beginning with the payroll period commencing September 27, 1988:

1. Employees hired after October 1, 1988 are provided with a sick leave bank of forty (40) hours and immediately begin to accrue sick leave at the rate of eight (8) hours per month of service.

2. Current employees will continue to accrue sick leave at the rate of eight (8) hours per month of service.

C. In order to receive compensation while absent from duty on sick leave the employee, if physically able, must notify, or cause to be notified, their immediate supervisor or the Watch Commander at least two (2) hours prior to the beginning of the employee's regular daily duties.

D. When absent for more than three (3) work days, the employee must file a physician's certificate as to the reason(s) for their absence or a personal affidavit with the Personnel Officer stating the reason(s) for the absence. Failure to file the necessary documents within two (2) days following return to work will be cause for such absence to be charged as leave without pay. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Personnel Officer the employee has abused such privileges.

E. Employees may use their accumulated sick leave immediately after it has been earned, subject to the provisions for use of sick leave.

F. Employees may use their accumulated sick leave for absence due to only the following specified reasons:

1. Illness, injury, or health appointment of the employee.

2. Exposure of the employee to a contagious disease.

3. Illness, injury, or health appointment of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.

4. To maintain a full paycheck while the employee is receiving worker's compensation benefits.

5. Other reasons as approved by the Personnel Officer or designee.

H. Employees who have called in sick and who are on authorized sick leave shall be at their primary residence or available for either a phone call or visit by their supervisor during their hours they were scheduled to work in case their supervisor needs information from them.

Exceptions would include visits to doctor's offices, hospital, or scheduled place of treatment. Employees too ill to be available may be considered excepted as well.

11.2 Usage

Sick leave with pay up to the total number of accumulated sick leave hours shall be

granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's medical examiner at no cost to the employee.

11.3 Bereavement Leave

Leave with pay up to forty (40) hours per year shall be granted by the Department Head in case of the death of a mother, father, spouse, sister, brother, son, daughter, uncles, aunts, step-parents, step-children and in-laws, or grandparents. Bereavement leave or special sick leave in case of death or serious illness of other persons may be granted only upon approval of the City Manager. Bereavement shall be charged against accumulated sick leave.

11.4 Maternity Leave

Sick leave up to the limit of accumulated sick leave time shall be granted for pregnancy and normal recovery from childbirth. Additional time away from work due to maternity up to a total of six (6) months will be treated as leave without pay.

11.5 Paternity Leave

A maximum of five (5) days leave with pay shall be granted for the purpose of preparation for and care of a newly born or newly adopted child. Paternity leave shall be charged against accumulated sick leave.

11.6 Exceptions

Sick leave with pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement therein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals. An exception shall be made if such would cause an employee to lose vacation, which could not be carried forward.

11.8 Sick Leave Pay Off

Accumulated sick leave will be credited to the employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

11.9 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head or designee.

12. INDUSTRIAL ACCIDENT LEAVE

12.1 Injury Leave

Whenever a sworn safety employee sustains an injury while actively engaged in law enforcement, he or she will receive compensation as provided under the State Worker's Compensation Act. Such officer will be placed upon leave of absence at full pay and will be paid by the City for so long as is required by Section 4850 and related sections of the Labor Code. During the same time the City is required to pay and actually pays, the public safety employee will not be entitled to receive any temporary disability payments under the

Worker's Compensation Act or retirement benefits under the Public Employee's Retirement System, and the City will be entitled to receive all payments which would otherwise be payable to such officer for temporary disability or upon retirement.

Medical care and payments for permanent disabilities incurred in the course of employment are prescribed by the Workers' Compensation Act.

All injuries sustained in the course of employment must be reported as soon as possible to the Police Chief, who will immediately report the same to the Personnel Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the department head shall complete and forward the required report to the Personnel Officer within twenty-four (24) hours following the injury. Failure to report an injury within thirty-six (36) hours of the injury may result in disciplinary procedures. Sworn unit members are not entitled to utilize sick leave for any industrial injury or industrial illness. Employees on industrial leave are not entitled to additional day and/or time off for holidays which occur during the time an employee is on industrial leave.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave with Pay

An employee in the competitive service shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a Police or City business matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

13.2 Family Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave."

13.3 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation to less than forty (40.0) hours in each bank
2. All such transfers shall be approved by the City Manager or his designee.
3. All transfers shall be anonymous to the transferee.

14. BENEFITS AND INSURANCE

14.1 Cafeteria Benefit Plan

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance and deferred compensation (IRS 457).

The City currently provides a $1458.90 per month ($729.45 paid for the 1st and 2nd pay periods of each month cafeteria benefit contribution toward each full-time

eligible member of the unit. The City will provide for an increase, not to exceed 4% each calendar year, for any cost increases to the least-costly HMO family medical plan and the least costly family dental plan. Effective the first full pay period commencing on or after December 2023, the City shall provide $1,641.08 per month ($820.54 paid for the 1st and 2nd pay periods of each month).

Employees hired prior to July 1, 2021, electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1458.90 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,458.90, shall be eligible to cash out the difference between $1458.90 and the cost of the premium.

Employees hired after July 1, 2021, electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans.

14.2 Eligibility Date

When an employee commences work with the City, his/her health benefit distribution selection shall become effective the first of the month, following the date of employment. Deductions for benefits are made a month in advance.

14.3 Benefit Options

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

14.4 Enrollment

The times at which enrollment in or withdrawal from non-mandatory group life and disability income insurance plans is authorized shall be as established by City Policy subject to requirements of the insurance carriers.

14.5 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a City-side basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. The City will pay the annual fee and the enrolled employee monthly administrative fee. Should fewer than ten employees Citywide sign-up for an FSA for the new plan year beginning November 1st, the City reserves the right to discontinue its participation in the Plan.

14.6 Life Insurance

The City provides group term life insurance coverage to $100,000 for each employee, and $5,000 for eligible dependents of each such employee.

14.7 Long Term Disability

The City provides a Long-Term Disability Insurance Program to all employees of the Police unit at City expense.

14.8 Gym Membership

City and SPPOA agree to implement a Physical Fitness and Wellness Program to be developed by a committee comprised of representative of the City and the SPPOA. City and SPPOA shall make every effort to develop this Program within a year of the adoption of the MOU.

After adoption of the Wellness Program and upon proof of annual payment of gym membership, City shall reimburse the annual sum for the payment of membership fees for a physical fitness program available to Unit employees at qualified health clubs previously approved by the City Manager. This amount shall not exceed the actual membership fee paid or $300 per Unit employee who enrolls in that program, whichever is less. The amount shall not exceed $10,000.00 for the Unit or the actual membership fees paid, whichever is less.

15. RETIREMENT

15.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Safety" employees hired prior to January 1, 2013, and for safety employees

hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA):

1. Classic safety members will be provided with the 3% @ 50 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

B. For "Safety" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

1. Safety employees who are New Members will be provided with the 2.7% @ 57 service retirement formula;

2. The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

C. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA):

1. Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

2. Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

3. The retirement allowance will be computed on the highest one (1) year of compensation.

D. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:

Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

15.2 Contribution to PERS

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

All Classic Members (as defined by PEPRA) will pay the full member contribution, which is currently 9%. Should the member contribution change, the City and the Santa Paula Police Officer's Association agree to a reopener on the subject of member contribution to PERS.

The parties agree that upon the City amending its contract with CalPERS and adopting an appropriate resolution regarding this cost sharing agreement, classic members (as defined by PEPRA) shall contribute three percent (3%) of their compensation towards the employer's contribution to CalPERS pursuant to cost sharing in accordance with Government Code Section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution under Government Code Section 20516(a) shall continue.

The parties agree that upon the City amending its contract with CalPERS and adopting an appropriate resolution regarding this cost sharing agreement, new members (as defined by PEPRA) shall contribute one percent (1%) of their compensation towards the employer's contribution to CalPERS pursuant to cost sharing in accordance with Government Code Section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution under Government Code Section 20516(a) shall continue.

15.3 City Matching Contribution to Deferred Compensation Plan

City will develop and implement program by January 2024 or earlier, if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan up to one percent (1%) of an employee's base salary. For example, if an employee earns $50,000 and contributes $25 per pay period or $650 annually, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

16. DISPUTES

All disputes arising under this agreement shall be resolved in accordance with the City's adopted grievance procedures.

17 WORKING CONDITIONS

17.1 No Smoking Policy

In accordance with the City's No Smoking Policy, smoking and chewing tobacco is not permitted in City offices, facilities and vehicles.

17.2 Employee Medical Examination

The City will notify unit employees that are required to submit proof that they were evaluated by their doctor once every three (3) years for employees age fifty (50) and over. Employees are to use their own employee medical health plan. Any deductible cost for the physical will be reimbursed by the City.

17.3 Employer-Employee Relations Committee

The City and the Association agree to establish a City-wide Employer-Employee Relations Committee, represented by labor and management, to meet on request or on a quarterly basis to discuss departmental and City issues, problems, and general administrative matters.

17.4 General Safety Committee

The Association is authorized to have one-member representative to serve on the General Safety Committee. The Association will be responsible for providing the names of the member and one alternate to the City.

17.5 Modified Duty Policy

A modified duty policy will be implemented as was approved in the1994-95 Memorandum of Understanding.

18. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this agreement, each voluntarily or unqualifiedly waives the right to meet and confer and agrees that the other shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this agreement, notwithstanding any other provisions of laws to the contrary, or as provided for in this agreement.

19. SEVERABILITY

If any provisions of the MOU are held by the proper legislative or judicial authority to be

unlawful, unenforceable, or unconstitutional, all other provisions of the MOU will remain in full force and effect for the duration of this MOU. If there is any conflict between the provisions of this MOU and the provisions of federal or state regulations, the provisions of the federal or state regulations shall be controlling. Upon the issuance of a decision declaring any article, section, or portion of this MOU to be unlawful, unenforceable, or unconstitutional, the parties agree to meet and confer immediately concerning only those articles, sections, and portions.

20. TERM

This agreement shall be in effect from ~~July 1, 2021~~September 6, 2023 through June 30, ~~2023~~2025, and thereafter shall remain in full force and effect year-by-year until a subsequent signed MOU is reached by the parties.

NOTICE OF INTENT TO REOPEN

The parties agree that, if either party desires to propose changes in the terms or conditions of this MOU for the period following expiration of this MOU, notice must be given to the other not later than the last working day prior to the ending date of the contract, that such discussions are desired.

21. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council, the recommendations set forth above are final. No changes or modifications shall be offered, urged, or otherwise presented by said Santa Paula Police Officers Association or the City Manager for the period ~~July 1, 2021~~September 6, 2023 through June 30, ~~2023~~2025, except as provided for in this agreement.

SANTA PAULA POLICE OFFICERS ASSOCIATION NEGOTIATING TEAM	CITY OF SANTA PAULA NEGOTIATING TEAM
Daniel C. McCarthy President	Irma Rodriguez Moisa~~———~~ ~~City Manager~~Chief Negotiator
~~Christopher L. Rivera~~Evert Ponce Vice President	Lorena Alvarez Human Resources Administrator

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Donald Aguilar, Interim Police Chief

Subject: PURCHASE OF PROPERTY ROOM DRY AIR EVIDENCE STORAGE EQUIPMENT

Date: September 6, 2023

Agenda Item: 10.J

RECOMMENDATION:

1. Waive the requirement that Air Science be the lowest responsible bidder based on a finding that purchasing the dry air evidence cabinet and accessories from Air Science is "necessary or desirable" for reasons described in staff's report.
2. Approve the purchase of the dry air evidence cabinet from Air Science.
3. Authorize the City Manager or his designee to execute the Air Science purchase agreement.

BACKGROUND:

The Police Department Property/Evidence Room has been in need of specialty storage for items of evidence for dry air preservation. This is for specific types of evidence such as blood containing bodily fluids that are on items of clothing, fabric, and other surfaces. Due to the length of criminal court cases, it is necessary to maintain these types of critical physical evidence secured in a dry air environment for extended periods of time. The types of evidence include investigations ranging from substantial felony crimes such as burglaries, robberies, assaults, and homicides.

ANALYSIS:

The cost of the dry air cabinet and necessary accessories for the Property Room exceeds $5,000. When a purchase is between $5,000 and $50,000 it "must, whenever possible, be based upon at least three bids and be awarded to the lowest responsive and responsible bidder". (Santa Paula Municipal Code (SPMC) 41.08.) Staff obtained three quotes which are attached to this report as Attachment A.

Among the quotes received is one from Air Science. In researching vendors for the purchase of the evidence storage equipment, the only company that sells the dry air cabinet with accompanying accessories is Air Science. The quote from Air Science exceeds the other quotes due to the availability of accessories. The dry air cabinet is a specialty evidence chamber in the Property Room and, therefore, needs to be equipped with the accessories to implement and sustain appropriate storage standards.

SPMC Section 41.10 gives Council the sole authority to waive SPMC Section 41.08's informal bidding requirement “when required or desirable and in conformance with state law.” State law provides that cities must adopt purchasing regulations and that purchases must conform to the city’s purchasing regulations. See Gov. Code 54202. An example of what is “required or desirable” is when “supplies … are available from only one vendor as supported by appropriate documentation.”

Because staff is recommending the purchase award go to Air Science, and Air Science is not the lowest bidder, Council must waive this requirement based on a finding that Air Science is "required or desirable". Accordingly, staff recommends that Council waive purchasing requirements and find Air Science "required or desirable" for the following reasons:

1. Air Science is the only vendor who includes the necessary accessories:
    1. Germicidal UV lamp & timer
    2. Door lock & key for multi chamber models
    3. Start-up kit
    4. Internal lighting
2. Arrowhead Scientific and Tritech Forensics do not offer any of the needed accessories to accommodate the needs for the equipment in the Property/Evidence Room
3. The accessories cannot be purchased independently.

STRATEGIC PLAN:

This item supports City Council’s goal of creating an environment within the City in which our residents feel safe, and which promotes the City as a location of choice for living, working, visiting and recreating identified in Section E. Public Safety, of the two-year Strategic Plan.

FISCAL IMPACTS:

The cost of the dry air evidence cabinet is $14,054.10. All quotes for this product are included in Attachment A.

OPTIONS:

As an alternative to Staff's recommendation, Council may:
1. Reject all bids and direct staff to re-bid the purchase.
2. Continue the item and request staff return with more information.

ATTACHMENTS:

Attachment A - Quotes for Dry Air Evidence Cabinet.pdf

June 19, 2023
Quote # SAF-002-2023

Air Science™

QTY	DESCRIPTION	UNIT PRICE (USD)

Safekeeper™ Forensic Evidence Cabinet:
Designed to protect personnel from the odors and particulates generated with the drying and decay of organic matter. No rust POLYPRO single piece construction (no fiberglass liner which can crack and generate microbiological growth), and metal door with tempered glass insert, key locked with tamper proof seals, Low airflow alarm, High velocity (low noise) brushless and sparkless Centrifugal fan, electronic elapse run time counter to track evidence drying time and unit run time, 110-120VAC 60HZ or 230VAC 50HZ, Easy installation with no additional costs. 5 Foot Wide cabinets have two doors. Double units have two separate drying compartments.

FDC-008-A	60"W single chamber, 115v	$ 8,823.00
FDC-008D-A	60"W double chamber, 115v	$ 8,994.00
FDC-008XT-A	60"W single chamber, extra tall 115v	$ 9,168.00
FDC-008DXT-A	60"W double chamber, extra tall 115v	$ 9,339.00
FDC-010-A	72"W single chamber, 115v	$ 9,921.00
FDC-010D-A	72"W double chamber, 115v	$10,223.00
FDC-010XT-A	72"W single chamber, extra tall 115v	$10,266.00
FDC-010DXT-A	72"W double chamber, extra tall 115v	$10,438.00

Each unit includes:
First set of filters (carbon, HEPA, and pre-filters)
Removable hanging rod
Removable perforated shelving (3 per chamber)
Manual washdown package (hoses, spray nozzle, drain pump)

Optional accessories:

Germicidal UV lamp and timer	$395	per chamber	x 2 $ 790.00
Unique door lock & key for multi-chamber models	$75	per chamber	x 2 $ 150.00
Start-up kit	$125		x 1 $ 125.00
Internal lighting	$195	per chamber	x 2 $ 390.

SHIPPING / HANDLING $1,090.00
SALES TAX 8.25% $1,071.10
TOTAL $14,054.10

STANDARD TERMS & CONDITIONS

SHIPPING: FOB Fort Myers, FL. Items are shipped LTL freight and charges are prepaid and added to the invoice. Dock-to-dock only, lift gate truck and inside delivery extra fees apply.
WARRANTY: Please visit www.airscience.com/warranty for details.
TERMS: Prices do not include taxes, duties, or other fees. Offer valid 30 days from issuance. Please visit https://www.airscience.com/terms for full details. It is the responsibility of the customer to ensure this product complies with all relevant standards and local safety codes.

PO Box 62296 • Fort Myers • Florida • 33907 • Tel 800-306-0656 • Fax 800-306-0677
Tax ID# 54-2089015; GSA Contract # GS-07F5832P
www.airscience.com

ISO 9001 ISO 14001 BUREAU VERITAS Certification N° US010998 / N° US010999

ENERGY STAR PARTNER

Arrowhead Scientific, Inc.
Arrowhead Forensics
11006 Strang Line Road Lenexa, KS 66215
PHONE: 913-894-8388 FAX: 913-894-8399
www.arrowheadscientificinc.com
www.arrowheadforensics.com

Quote

Date	Quote #
6/20/2023	34310

Bill To	Ship To
SANTA PAULA POLICE DEPARTMENT ATTN: JASMINE FREEMAN 214 SOUTH 10TH ST. SANTA PAULA, CA 93061	SANTA PAULA POLICE DEPARTMENT ATTN: JASMINE FREEMAN 214 SOUTH 10TH ST. SANTA PAULA, CA 93060

Rep	Terms	Phone Number	E-mail
BC	Net 30	805-525-4474 X113	JFREEMAN@SPCITY.ORG

Item	Description	Qty	Cost	Total
A-FRD-10D	6' DUPLEX SAFEKEEPER 72" X 27.75" X 74.375"	1	9,975.00	9,975.00T
Shipping	FREIGHT CHARGE - WILL SHIP LTL FREIGHT	1	1,170.00	1,170.00
	LEAD TIME 10-12 WEEKS			

doesn't include extra supplies

Subtotal	$11,145.00
Sales Tax (8.25%)	$822.94
Total	$11,967.94

THIS QUOTE IS GOOD FOR 30 DAYS FROM THIS DATE.

PLEASE REFERENCE QUOTE NUMBER WHEN PLACING ORDER.

TRITECHFORENSICS
identify. collect. preserve.

Quote #QN112200

Thank you for the opportunity to Quote this for you. Please let us know if you have any questions by replying to this email. This quote was created by **Kourtnei Martin** on June 20th 2023.

Jasmine Freeman
214 S 10th St
Santa Paula, California 93060

Notes:

	**Mystaire SecureDry Evidence Drying Cabinets, 110V** Choose Width: 72" Width Choose Chamber Option: Dual Chamber	$ 11,928.00	x 1	$ 11,928.00

Subtotal	$ 11,928.00
Shipping (Ground)	$ 625.00
Total	**$ 12,553.00**

Proceed To Checkout

About this Quote/Questions?

- If you want to proceed with purchasing this Quote, Please simply click the checkout button above. If you want to make changes to your quote please reply to this email with the changes you'd like to make or Call 800-438-7884. This quote was created by **Kourtnei Martin**
- Pricing is subject to change at any time.
- If you have any questions about your quote request please contact us at tritech@tritechusa.com or call us at 800-438-7884 during 8:00 AM to 5 PM Eastern Standard Time.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: SPIRIT OF SANTA PAULA HARVARD SHELTER OPERATING AGREEMENT

Date: September 6, 2023

Agenda Item: 10.K

RECOMMENDATION:

It is recommended that City Council:

1. Authorize the City Manager to sign an agreement, in substantially the form submitted, with the Spirit of Santa Paula for the operations of the Spirit of Santa Paula Harvard Shelter at 1498 East Harvard Boulevard in alignment with the requirement of the joint funding agreement between the City of Fillmore, Ventura County, and the City of Santa Paula.

BACKGROUND:

In October 2021, the Spirit of Santa Paula ("Spirit"), operator of the Harvard Shelter, received $1.5 million in state funding made possible by possible by state Assemblymember Steve Bennett and Senator Monique Limón. The funding has been administered by the City of Santa Paula ("City") to facilitate the expansion and improvement of the Harvard Shelter. The shelter provides 49 beds and an array of services including food distribution, behavioral and health care through Ventura County Healthcare Agency and year-round emergency sheltering and outreach services. Spirit of Santa Paula has debt-free ownership of the facility thanks to a generous donation; however, continued expansion of programs and services combined with the expanded facility improvements have added additional operational costs.

In recent months Spirit has experienced funding shortfalls that have jeopardized continued operation of the facility. As a result, the City has been working with several agencies to identify a funding solution to support the operation of the Harvard Shelter for the next two years..

Between June 19 and July 13, City staff held several meetings to negotiate the terms of a cost-sharing agreement with Spirit's staff, the City of Fillmore, Ventura County, and Assembly Member Steve Bennett.

On June 21, 2023, City Council adopted its 2023-2025 two-year fiscal budget which included the allocation of $200,000 per fiscal year from ARPA funds for use toward Spirit's operations.

On July 7, 2023, the Housing and Homeless Standing Committee met and discussed the parameters of funding needs and operational costs for the Harvard Shelter.

On July 11, 2023, the Fillmore City Council approved a $150,000 lump-sum contribution of ARPA funds to the Spirit of Santa Paula for fiscal year 2023/24.

On July 25, 2023, the Ventura County Board of Supervisors, approved the joint agreement ("Cost-Sharing Agreement") (Attachment B) contingent on the Santa Paula City Council approval of a Santa Paula- Spirit of Santa Paula operating agreement ("Operating Agreement") (Attachment A). The funding made available through the Cost-Sharing Agreement by all parties is based on one-time sources and will support shelter operations for fiscal years 23/24 and 24/25.

Staff is requesting Council approval of an operating agreement, substantially in the form attached to this report as Attachment A.

ANALYSIS:

The 2023 Ventura Point-in-Time Homeless count revealed there are 126 homeless individuals in Fillmore and Santa Paula. The Harvard Shelter is the only year-round homeless shelter located within the Santa Clara Valley and it has 49 beds which are filled on a continual basis.

The Cost-Sharing Agreement between County of Ventura, the City of Fillmore and the City of Santa Paula has been developed in accordance with existing agreements developed between Ventura County and other County cities with shelters in their jurisdictions. One goal in developing the proposed Agreement among Fillmore, Santa Paula and Ventura County has been to ensure there is uniformity between this agreement and the agreements Ventura County has with Oxnard, Thousand Oaks, and Ventura on the funding support for their homeless shelters. However, the Spirit of Santa Paula and the Harvard Shelter are uniquely structured and financed as they are the only shelter in the county that is owned and operated by a non-profit. In addition, with other agreements between the County and cities, the city is the operator or owner of the shelter, or both; or the County is leasing the facility to the city.

The proposed Operating Agreement is a requirement to trigger the City's, City of Fillmore's, and Ventura County's (the "Parties") funding obligations toward ongoing operations of the Harvard Shelter for two fiscal years, starting July 1, 2023 and ending June 30, 2025. The purpose of the Operating Agreement is to provide accountability and metrics that include best efforts to achieve specified goals. For instance, Spirit will be encouraged to connect shelter occupants to needed resources (income, counseling, substance abuse, etc.) by:

- Developing personalized housing plan;
- Supporting Shelter occupants in managing their own lives within the scope of their resources and abilities;
- Providing housing location and counseling services;
- Establishing relationships with private and public property owners and rental agencies;
- Assisting to provide permanent housing opportunities to Shelter occupants; and
- Assisting with housing applications

Spirit will also be expected to use its best efforts to provide case management services that include the development of an individualized service plan based on needs, circumstances,

and market conditions, focused on helping individuals find and keep stable housing and linkages to other community-based support services.

STRATEGIC PLAN:

E. Public Safety & Emergency Preparedness
Goal: Create an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating.
By supporting services, facilities and programs that impact the most vulnerable in the community we can enhance the safety and quality of life for all residents.

FISCAL IMPACTS:

The Operating Agreement is required to activate the Parties' funding obligations in the Cost Sharing Agreement. The fiscal impact related to the Cost-Sharing Agreement will be two annual contributions of $288,000 for the fiscal years 2023/23 and 2024/25. $200,000 has been allocated each year from the General Fund budget. In order to secure the additional $88,000, staff has been collaborating with the Ventura County Community Foundation (VCCF) who has commitments from donors willing to support the Spirit of Santa Paula through the City. If funds can be directed to the City, the total amount of $288,000 can be achieved which will ensure a county match that will provide an annual operating budget of $876,000 in 2023/24 and $864,0000 in 2024/25.
If the VCCF funds can only be provided directly to Spirit, it will reduce the overall commitment in the MOA by $176,000 which will require an increase of funds from VCCF or the need for Spirit to raise additional grants and donations to meet their operational costs.

In addition, if Spirit receives funding in excess of $200,000 in a fiscal year for use in the operation and maintenance of the shelter, 75% of the amount in excess of $200,000 will be applied to the Shelter's expenses off the top and Fillmore, Santa Paula and the County's respective financial contributions will be proportionally reduced for the amount raised above $200,000.

OPTIONS:

1. Direct the City Manger not to enter into the proposed Operating Agreement with the Spirit of Santa Paula and jeopardize the operational viability of the Harvard Shelter. Doing may also violate the Cost-Sharing Agreement if the City Council declines to enter any Operating Agreement.
2. Direct the City Manager to enter into the proposed Operating Agreement with the Spirit of Santa Paula but with modifications from City Council.

ATTACHMENTS:

ATTACHMENT A Santa Paula - Operating Agreement with Spirit of Santa Paula

ATTACHMENT A
OPERATING AGREEMENT

CITY OF SANTA PAULA
OPERATING AGREEMENT
WITH SPIRIT OF SANTA PAULA
FOR OPERATION OF HARVARD SHELTER

1. PARTIES AND DATE.

This City of Santa Paula Operating Agreement with Spirit of Santa Paula for Operation of Harvard Shelter ("Agreement") is made and entered into this _____ day of August, 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 Spirit of Santa Paula, a California nonprofit corporation, with its principal place of business at 1498 E. Harvard Blvd., Santa Paula, California 93060 ("Shelter Operator"). City and Shelter Operator are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Community Need.

City recognizes the pressing need to address homelessness within its jurisdiction. City aims to provide safe and appropriate shelter for individuals experiencing homelessness, in order to enhance their well-being, promote their access to support services, and assist in securing permanent housing.

2.2 Shelter Operator.

Shelter Operator has demonstrated ample experience and expertise in providing shelter and supportive services to homeless individuals, and that it is familiar with the homeless services in the County of Ventura.

2.3 Shelter.

City desires to engage Shelter Operator to manage and operate a permanent, year-round homeless shelter at Harvard Shelter, located at 1498 Harvard Blvd, Santa Paula, CA 93060 ("Shelter").

2.4 Financial Support Agreement.

City of Santa Paula, City of Fillmore ("Fillmore"), and County of Ventura ("County") have entered into an Agreement to Provide Financial Support for the Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals in Santa Clara Valley Communities Including the City of Santa Paula, City of Fillmore, and Unincorporated Area of Piru ("Funding Agreement") to provide funding for the Shelter. City is entering this Agreement with Shelter Operator pursuant to the terms of the Funding Agreement. City, City of Fillmore, and County of Ventura will be collectively referenced as "Funding Parties." The Funding Agreement is attached hereto and incorporated herein as **Exhibit "A"**

3. TERMS.

3.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Shelter Operator shall provide services to City as described in the Scope of Services attached to this Agreement as **Exhibit "B"** and incorporated herein by reference ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Term.

3.2.1 **Initial Term.** The initial term of this Agreement shall begin on July 1, 2023 and expire on June 30, 2025 ("Initial Term"). The Parties have no obligation to extend the Agreement beyond the Initial Term and any renewal or modification is contingent on the extension of the Funding Agreement by the governing bodies of the Funding Parties as set forth in Section 3.5.4 below.

3.2.2 Extended Term; Termination. If the Parties extend the Agreement beyond the Initial Term ("Extended Term"), either Party may terminate this Agreement for convenience during the Extended Term by providing written notice to the other Party at least ninety (90) days in advance. Either Party may terminate this Agreement in the event of a material breach by the other. In this instance, the non-breaching party shall provide written notice specifying the breach and allowing the other party a reasonable opportunity to cure the breach within thirty (30) calendar days. If the breach remains uncured within the specified cure period, the non-breaching party may terminate this Agreement. If the breach is Shelter Operator's failure to comply with the insurance requirements in Section 3.7.5 of this Agreement, Shelter Operator must cure the breach within ten (10) days after receipt of written notice from City.

3.2.3 Suspension for Funding Commitment Delays. In the event that the Funding Parties do not comply with their funding commitments to the Shelter Operator in accordance with the Funding Agreement during the Initial Term, this Agreement may be suspended upon written notice from City. The City will use its best efforts to work with other Funding Parties, and any applicable sources, to fulfill its payment obligations to Shelter Operator in an expeditious manner. No suspension in payment to Shelter Operator shall exceed 21 days, and any delayed payment will be paid in full by the 21st day.

If the reason for a delayed payment is due to Shelter Operator's failure to comply with the insurance requirements in Section 3.7.5 of this Agreement, the City may suspend payment obligations until Shelter Operator has cured said breach. Shelter Operator is required to cure the breach within ten (10) days after receipt of written notice from City and any suspended payment will be paid in full promptly after Shelter Operator submits evidence to City the breach was cured.

3.3 Compensation.

3.3.1 Base Operating Expense. The Parties agree that the monthly Base Operating Expense for the Shelter for the Initial Term shall be as follows: $73,000 for year one of the Agreement and $72,000 for year two. Pursuant to the Funding Agreement, City will receive payments from the other Funding Parties on or after the thirtieth (30th) day following execution of this Agreement. The Base Operating Expense shall not be increased without the written approval

of City. Should actual monthly Shelter costs be less than $73,000 for year one or $72,000 for year two, City shall pay the reduced amount; payment is contingent on City's receipt of payments from Funding Parties.

3.3.2 Fiscal Year 2023-2024 Payments. No later than thirty-five (35) days after this Agreement is entered, and provided that City has received $109,500 from County pursuant to Section 1.d.ii of the Funding Agreement, and provided that the City of Fillmore has paid the Shelter Operator $150,000 pursuant to Section 1.c. of the Funding Agreement, City shall make its first payment to Shelter Operator in an amount equal to $60,500 per month, retroactive to July 1, 2023 and prorated. Thereafter, for the remainder of fiscal year 2023-2024, City will pay $60,500 to the Shelter Operator on the 1st of each month.

3.3.3 Fiscal Year 2024-2025 Payments. Provided City has received payments from the City of Fillmore and County for fiscal year 2024-2025 in accordance with Sections 1.c. and 1.d.iii of the Funding Agreement, respectively, City will pay $72,000 to Shelter Operator on the 1st of each month of said fiscal year.

3.3.4 Operation Beyond FY 2024-2025. With the exception of the two-year Initial Term and to the extent that the Parties agree to extend this Agreement, each of Shelter Operator's subsequent years of operation will run from July 1 through June 30. By or before April 1, 2025, staff of the Funding Parties will meet and jointly determine the budget to fund the base monthly expense for operation of the Shelter for the upcoming fiscal year (or other period) and the portion of the budget to be paid by each of the Funding Parties. Staff of each Funding Party will then recommend to its respective governing body that the governing body approve the budget and apportionment of the budget among the Funding Parties as prepared by staff. If the governing body of a Funding Party does not approve both the budget and the apportionment by June 30, 2025, or by June 30 of any applicable fiscal year thereafter, then this Agreement shall automatically terminate and City will not have any further obligations under this Agreement. The projected operating budget for the operation of the shelter through June 30, 2024 ("FY 2023-2024 Budget") is set forth in **Exhibit "C"** of this Agreement. The FY 2023-2024 Budget is for information purposes only. Payments contemplated by this Agreement for any period after June 30, 2025, are contingent on extension of the Funding Agreement by the Funding Parties and approval by the governing body of each Funding Party of a budget for the upcoming year of operation and apportionment of the budget among the Funding Parties.

3.3.5 Additional Revenue. All Compensation provisions in this Section 3.5 are subject to the following:

3.3.5.1 If Shelter Operator receives grants in excess of $200,000 in a fiscal year for use in the operation and maintenance of the Shelter, 75% of the amount in excess of $200,000 shall be applied to the Shelter's expenses off the top. Based on the amount of expenses paid for by the grant, City will submit a corresponding reduced monthly Base Operating Expense payment to Shelter Operator for the fiscal year awarded.

3.3.5.2 If any of the Funding Parties receive grants, for use in the operation and maintenance of the Shelter, such funds shall be applied to the Shelter's expenses off the top and Funding Parties' respective financial contributions proportionally reduced. This provision shall be implemented so that Funding Parties benefit in proportion to their respective financial contributions. Any proportional reduction in each Funding Party's financial contribution will be made regardless of whether that additional revenue was individually or jointly pursued or

awarded. Based on the Funding Parties' reduced contributions, City will submit a corresponding reduced monthly Base Operating Expense payment to Shelter Operator for the fiscal year awarded.

3.3.5.3 Private donations directly given to Shelter Operator, or a Funding Party or any non-profit for the operation of the Shelter shall be deemed to be under the control of the recipient, which shall have sole discretion over its use. Such donations will have no effect on City's compensation obligations in this Agreement.

3.4 County Reserve.

3.4.1 In recognition of the $1.5 million capital investment supplied by the City, County will reserve the sum of $750,000, representing 50% of the $1.5 million capital investment, to be held by the County as a reserve fund for the Shelter ("Reserve"). Such reserve fund shall be used exclusively for the sustainable operation and maintenance of the Shelter for emergency repairs and other essential items to include major facility repairs involving roofing, environmental controls, plumbing, appliances or essential furniture and equipment. ("Qualifying Items"). Not later than thirty (30) days after a written draw from City, County will disburse monies from the Reserve. County will disburse requested funds when it is shown there is insufficient revenue to pay unforeseen costs, including without limitation damage or repairs, that, if not paid within a specified time, would prevent the operation of the Shelter in accordance with the objectives in this Agreement.

3.4.2 Shelter Operator agrees to promptly notify City of Qualifying Items in need of Reserve funds. When notifying City, Shelter Operator must make a request in writing for funds and include supporting documentation with: an estimate of costs; evidence of an inability to pay with existing revenue (e.g. financial statements); and an explanation of how, if not paid in a specified time, the Shelter would not be able to operate according to the objectives in this Agreement.

3.5 Responsibilities of Shelter Operator.

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

3.5.2 Standard of Care; Performance of Employees. Shelter Operator 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. Shelter Operator represents and maintains that it is skilled in the professional calling necessary to perform the Services. Shelter Operator warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Shelter Operator warrants that it, its employees and subcontractors 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. Shelter Operator 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 Shelter Operator's failure to comply with the standard of care provided for herein. Any employee of the Shelter Operator or its subcontractors who is determined by the City to be uncooperative, incompetent, 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 by the Shelter Operator and shall not be re-employed to perform any of the Services.

3.5.3 Force Majeure.

3.5.3.1 Neither City nor Shelter Operator 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 Shelter Operator 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.

3.5.3.2 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 Shelter Operator 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.

3.5.4 Compliance with Laws. Shelter Operator shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Shelter Operator 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.

3.5.5 Insurance.

3.5.5.1 Time for Compliance. Prior to City making any payments to Shelter Operator under this Agreement, Shelter Operator shall provide evidence satisfactory to the City that it has secured all insurance required under this Section 3.7.5. In addition, Shelter Operator shall not allow any subcontractor to commence work on any subcontract for Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to suspend this Agreement, if during the Initial Term, or terminate this Agreement, if during any Extended Term, for cause pursuant to Section .

3.5.5.2 Types of Insurance Required. Prior to City making any payments to Shelter Operator under this Agreement and without limiting the indemnity provisions of the Agreement, the Shelter Operator, 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, Shelter Operator agrees to amend, supplement or endorse the policies to do so.

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

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

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

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

(A) All insurance required will be primary coverages with respect to the City and any insurance or self-insurance maintained by the City will be excess of the Shelter Operator's insurance coverage and will not contribute to it.

(B) City must be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet the requirements.

(C) Additional Insureds.

(1) The City of Santa Paula, its council, boards, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by the Shelter Operator under the terms of this Agreement on all policies required (except Workers' Compensation).

(2) The County of Ventura, its boards, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by the Shelter Operator under the terms of this Agreement on all policies required (except Workers' Compensation).

(3) The City of Fillmore, its council, boards, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by the Shelter Operator under the terms of this Agreement on all policies required (except Workers' Compensation).

(D) Shelter Operator agrees to waive all rights of subrogation against City of Santa Paula, City of Fillmore, the County of Ventura ("Funding Parties"), their councils, boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by Shelter Operator under the terms of this Agreement as it pertains to Workers' Compensation.

(E) Policies will not be canceled, non-renewed, or reduced in scope of coverage until after sixty (60) days written notice has been given to the City's Risk Management Division.

(F) Shelter Operator agrees to provide City with the following insurance documents on or before the effective date of this Agreement:

(1) Certificates of Insurance for all required coverage.

(2) Additional Insured endorsements.

(3) Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

(4) Shelter Operator's obligation to provide evidence of insurance coverage may be wholly satisfied by providing a certificate of self-insurance.

3.5.5.4 Evidence of Continuous Coverage. At least fifteen (15 days) prior to the expiration of each required policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Shelter Operator 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.

3.5.5.5 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.

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

3.5.5.7 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.

3.5.5.8 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Shelter Operator, 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 Shelter Operator 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 Shelter Operator or City will withhold amounts sufficient to pay premium from Shelter Operator payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Shelter Operator to provide complete copies of all insurance policies in effect for the duration of the term of this Agreement.

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

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Shelter Operator from liability in excess of such coverage, nor shall it limit the Shelter Operator'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) Shelter Operator shall report to the City, in addition to Shelter Operator's insurer, any and all insurance claims submitted by Shelter Operator in connection with the Services under this Agreement.

3.5.5.9 Insurance for Subcontractors. Shelter Operator shall include all subcontractors engaged in any work for Shelter Operator relating to this Agreement as additional insureds under the Shelter Operator's policies, or the Shelter Operator shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of

these Insurance Requirements, including adding the City of Santa Paula, City of Fillmore, and County of Ventura, their councils, boards, officials, officers, employees, agents, and volunteers as additional insureds to the subcontractor's policies. Shelter Operator shall not allow any subcontractor to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Shelter Operator shall provide satisfactory evidence of compliance with this section upon request of the City.

3.6 Indemnification. To the fullest extent permitted by law, Shelter Operator 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 Shelter Operator, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Shelter Operator's Services 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. Shelter Operator's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Shelter Operator, the City, its officials, officers, employees, agents, or volunteers.

3.7 General Provisions.

3.7.1 Reports. Shelter Operator shall periodically prepare and submit to the City's Representative reports concerning the performance of the Services required by this Agreement, or as the City's Representative shall require.

3.7.2 Records. Shelter Operator shall maintain complete and accurate records with respect to all costs and expenses incurred to operate the Shelter. All such records shall be clearly identifiable. Shelter Operator 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 in furtherance Shelter Operator's provision of the Services. Shelter Operator 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.

3.7.3 Independent Contractors and Subcontracting.

3.7.3.1 Use of Contractors. Shelter Operator 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 Shelter Operator is in compliance with the California Labor Code, Shelter Operator shall only utilize its employees to provide the Services. Shelter Operator may not provide the services through any independent contractor, subcontractor or subcontractor ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Shelter Operator represents and warrants that all personnel who perform the Services on Shelter Operator's behalf are Shelter Operator's employees, and that Shelter Operator 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.

3.7.3.2 Prior Approval Required. Shelter Operator 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 Shelter Operator to use a Subcontractor, Shelter Operator 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 subcontractors without the City's prior written consent.

3.7.4 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:

Shelter Operator: Spirit of Santa Paula
1498 E. Harvard Blvd.
Santa Paula, California 93060
ATTN: Executive Director

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: James Mason, 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.

3.7.5 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.

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

3.7.10 Assignment or Transfer. Shelter Operator 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. Shelter Operator 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.

3.7.11 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 Shelter Operator include all personnel, employees, agents, and subcontractors of Shelter Operator, 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.

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

3.7.13 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.

3.7.14 Disclaimer of Relationships. Nothing contained in this Agreement will be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship between the Parties. For the avoidance of doubt, this Agreement does not make Shelter Operator a third-party beneficiary of the Funding Agreement attached as **Exhibit A**.

3.7.15 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Shelter Operator and no other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.

3.7.16 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.

3.7.17 Prohibited Interests. Shelter Operator maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Shelter Operator, to solicit or secure this Agreement. Shelter Operator 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 Shelter Operator, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Shelter Operator further agrees to file, or shall cause its employees or subcontractors 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.

3.7.18 Authority to Enter Agreement. Shelter Operator 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.

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

3.7.20 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 OPERATING AGREEMENT
BETWEEN THE CITY OF SANTA PAULA AND
SPIRIT OF SANTA PAULA

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

SPIRIT OF SANTA PAULA

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
FUNDING AGREEMENT

AGREEMENT TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF A PERMANENT, YEAR-ROUND SHELTER SERVING HOMELESS INDIVIDUALS IN SANTA CLARA VALLEY COMMUNITIES INCLUDING THE CITY OF SANTA PAULA, CITY OF FILLMORE, AND UNINCORPORATED AREA OF PIRU

This Agreement to Provide Financial Support for the Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals in Santa Clara Valley Communities Including the City of Santa Paula, City of Fillmore, and Unincorporated Area of Piru ("**Agreement**"), dated August 8, 2023, is hereby entered into by and between the cities of Santa Paula and Fillmore (individually referred to as "Santa Paula" and "Fillmore", respectively, and collectively as "**Participating Cities**") and the County of Ventura ("**County**") (Participating Cities and County each a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, a serious need exists for a permanent, year- round shelter with sustainable funding to serve homeless individuals in Ventura County and particularly within the City of Santa Paula serving the Santa Clara Valley communities including the City of Fillmore and the unincorporated area of Piru;

WHEREAS, the Spirit of Santa Paula, a California nonprofit ("**Shelter Operator**") operates a permanent, year-round shelter for homeless individuals at Harvard Shelter, located at 1498 E. Harvard Blvd. Santa Paula, CA 93060 ("**Shelter**");

WHEREAS, City of Santa Paula, one of the Participating Cities, shall enter into a contract with Shelter Operator for the operation of the Shelter;

WHEREAS, the Shelter Operator currently provides a maximum of 49 beds year-round at the Shelter as approved by the Ventura County Fire Department;

WHEREAS, the Shelter's remarkable development has been a herculean effort by hundreds of citizen volunteers who have donated valuable resources, including their labor to provide an extremely cost-effective Shelter program;

WHEREAS, the Shelter Operator advised that as of May 2023, its ongoing monthly expenses were approximately $72,000 (**Base Operating Expense**) and this amount has been covered with one-time dollars which is not sustainable in the long-run;

WHEREAS Shelter Operator believes that for long-term sustainability of its facility it needs to attract a professional executive director for Spirit of Santa Paula augmenting or replacing their current volunteer position and establish a sustainable monthly funding stream for the Base Operating Expense and a reserve operating fund of $750,000;

WHEREAS, the City of Santa Paula was awarded $1.5 million by special State appropriation carried by Assemblymember Steve Bennett and provided the Spirit of Santa Paula with those funds for the capital construction costs of the Shelter;

WHEREAS, the Shelter is necessary to meet the growing challenge of homelessness and that the Participating Cities' and County's financial assistance to the Shelter (with the City of Santa Paula, one of the Participating Cities, acting as a conduit) serves the public purpose of providing temporary shelter and housing navigation services to the homeless population and achieving the goal of reducing the number of individuals experiencing homelessness; and

WHEREAS, the Shelter does and will continue to provide access to a range of programs and supportive services to temporarily shelter 49 homeless individuals. The Shelter shall meet the needs of the homeless population and will be operated by Shelter Operator under a contract with the City of Santa Paula, one of the Participating Cities, with the City of Fillmore and the County providing financial support as set forth in this Agreement.

WHEREAS, Assemblymember Steve Bennett is expected to use his best efforts to have the SPIRIT of Santa Paula, or if the name changes, to be recognized as the City of Fillmore's official homeless shelter by the State of California within the term of this agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, Participating Cities and County hereby agree as follows:

1. FINANCIAL CONTRIBUTIONS; DUTIES AND RESPONSIBILITIES

a. All Parties

i. With the exception of the two-year Initial Term, as defined in Section 3, and to the extent that the Parties agree to extend this Agreement, each of the Shelter's subsequent years of operation will be coterminous with a fiscal year running from July 1 to June 30. By or before April 1, 2025, staff of each Party will meet and jointly determine the budget to fund the base monthly expense for operation of the Shelter for the upcoming fiscal year (or other period) and the portion of the budget to be paid by each Party. Staff of each Party will then recommend to its respective governing body that the governing body approve the budget and apportionment of the budget among the Parties as prepared by staff. If the governing body of a Party does not approve both the budget and the apportionment by June 30, 2025, or by June 30 of any applicable fiscal year thereafter, then this Agreement shall automatically terminate and no Party will have any further obligations under this Agreement. The projected operating budget for the operation of the shelter through June 30, 2024 ("**FY 2023-2024 Budget**") is set forth in Exhibit A of this Agreement. The FY 2023-2024 Budget is for information purposes only. The Parties have no obligation to contribute beyond their respective shares as set forth in this Agreement. Unless this Agreement is amended before June 30, 2024 with an updated projected operating budget, the FY 2023-2024 Budget will serve as Shelter's projected operating budget for fiscal year 2024-2025.

ii. Payments contemplated by this Agreement by any Party for any period after June 30, 2025, are contingent on approval by the governing body of each Party of a budget for the upcoming year of operation and apportionment of the budget among the Parties. If the governing body of each Party approves the budget and the apportionment for the upcoming year of operation, the Parties' payments for that year of operation will be governed by the terms

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of any future amendment to this Agreement then in effect, provided this Agreement has not been previously terminated.

iii. The Parties agree that the monthly Base Operating Expense for the Shelter for the Initial Term, as defined in Section 3, shall be $73,000 for year one of the agreement and $72,000 for year two. The Parties further agree that payment of the financial contributions required by this Agreement shall not start until thirty (30) days after the City of Santa Paula has entered into a contract with the Shelter Operator to operate the Shelter ("**Operating Agreement**"). The $72,000 Base Operating Expense shall not be increased without the written approval of the Participating Cities and the County. Unless expressly stated otherwise, nothing in this Agreement shall be construed to make either Participating Cities or County responsible for any costs incurred by Shelter Operator in excess of the $73,000 monthly base operating expenses for year one and $72,000 monthly base operating expenses for year two. Should actual monthly Shelter costs be less than $73,000 for year one or $72,000 for year two, all Parties will reduce their respective fiscal year contributions by the reduced amount divided proportionally among themselves.

b. **City of Santa Paula**

i. *Santa Paula's Contribution.* The City of Santa Paula, one of the Participating Cities, shall enter into an Operating Agreement with the Shelter Operator to operate the Shelter with a maximum of forty-nine (49) beds year-round. Unless expressly stated otherwise in this Agreement, County and the City of Fillmore shall not be a party to any contract with the Shelter Operator or for any construction contracts for the Shelter. The City of Santa Paula agrees to fund $24,000 per month for 24 months as part of the Operating Agreement it enters into with the Shelter Operator.

ii. *Fiscal Year 2023-2024: Parties' Payments from Santa Paula to Shelter.* Excluding the $150,000 direct payment from the City of Fillmore to Shelter Operator for fiscal year 2023-2024 in paragraph c. below, all County and City of Fillmore payments to the Shelter Operator required under this Agreement for fiscal year 2023-2024 will be given to the City of Santa Paula for transfer to the Shelter Operator. No later than thirty-five (35) days after the Operating Agreement is entered, and provided that the City of Santa Paula has received $109,500 from County pursuant to paragraph d. below, and provided that the City of Fillmore has paid the Shelter Operator $150,000 pursuant to paragraph c. below, the City of Santa Paula shall make its first payment to the Shelter Operator in an amount equal to $60,500 per month, inclusive of Santa Paula's share, retroactive to July 1, 2023 and prorated. Thereafter, for the remainder of fiscal year 2023-2024, the City of Santa Paula will pay $60,500 to the Shelter Operator on the 1st of each month, inclusive of Santa Paula's share, such that by June 30, 2024 Shelter Operator will have received a total of $726,000 toward the Base Operating Expense.

iii. *Fiscal Year 2024-2025: Parties' Payments from Santa Paula to Shelter.* All County and City of Fillmore payments to the Shelter Operator required under this Agreement for fiscal year 2024-2025 will be given to the City of Santa Paula for transfer to the Shelter Operator. Provided the City of Santa Paula has received payments from County and City of Fillmore for fiscal year 2024-2025 in accordance with paragraphs c. and d. below, the city will pay $72,000 to the Shelter Operator on the 1st of each month of said fiscal year, inclusive of Santa

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Paula's share, such that by June 30, 2025 Shelter Operator will have received a total of $864,000 toward the Base Operating Expense for the 2024-2025 fiscal year.

c. **City of Fillmore**

The City of Fillmore, one of the Participating Cities, agrees to contribute the sum of $294,000 toward the Shelter's Base Operating Expense for fiscal years 2023-2024 and 2024-2025. Pursuant to a separate agreement between Fillmore and the Shelter Operator, Fillmore will contribute a lump sum payment in the amount of $150,000 for fiscal year 2023-2024 directly to the Shelter Operator. For fiscal year 2024-2025, Fillmore will pay the remaining $144,000 contribution to the City of Santa Paula, on a quarterly basis, for transfer to the Shelter Operator. Starting the first day of July 2024, Fillmore will pay Santa Paula $36,000, equal to $12,000 per month, to cover its share of Shelter operating expenses from July 1, 2024 through September 30, 2024. Fillmore will pay Santa Paula the same amount at the start of each fiscal quarter thereafter. At the end of each fiscal quarter, Santa Paula will submit to Fillmore a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the fiscal quarter. Payments by Fillmore for any period after June 30, 2025, are contingent on approval by the governing body of each Party of a budget for the upcoming year of operation and apportionment of the budget between the Parties, as set forth in section 1.a above.

For purposes of clarity, the following table illustrates the payment schedule in this subsection:

Fillmore Payment Due to Santa Paula	July 1, 2024	Oct. 1, 2024	Jan. 1, 2025	April 1, 2025
Amount Due to Santa Paula	$36,000	$36,000	$36,000	$36,000
Santa Paula Statement Due to Fillmore	Sept. 30, 2024	Dec. 31, 2024	March 31, 2025	June 30, 2025

d. **County**

i. *County's Contribution.* In consideration for the City of Santa Paula entering an Operating Agreement with the Shelter pursuant to the terms of this Agreement, the County agrees to contribute the sum of $870,000 toward the Shelter's Base Operating Expense for fiscal years 2023-2024 and 2024-2025. For each fiscal year, the County has agreed to match the combined contributions of Santa Paula and Fillmore. As such, County's total contribution is split between the two fiscal years as follows: $438,000 for fiscal year 2023-2024 and a $432,000 for fiscal year 2024-2025.

ii. *Fiscal Year 2023-2024 Contribution.* The County's first payment under this Agreement will be an advance of $109,500 from the $750,000 reserve fund identified in section 1.d.v. to cover its share of Shelter operating expenses from July 1, 2023 through September 30, 2023, the first fiscal quarter. For the rest of the 2023-2024 fiscal year, County will

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pay Santa Paula the $109,500 at the end of each fiscal quarter. All payments for fiscal year 2023-2024 will be made to Santa Paula for transfer to the Shelter Operator. Before the start of each new fiscal quarter, Santa Paula will submit to County a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the prior fiscal quarter.

iii. *Fiscal Year 2024-2025 Contribution.* Matching the combined contributions of Fillmore and Santa Paula in fiscal year 2024-2025, County will pay Santa Paula the $108,000 at the end of each fiscal quarter. All payments for fiscal year 2024-2025 will be made to the Shelter Operator by Santa Paula. Before the start of each new fiscal quarter, Santa Paula will submit to County a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the prior fiscal quarter.

iv. For purposes of clarity, the following tables illustrate the payment schedule for fiscal years 2023-2024 and 2024-2025 in this subsection:

County Payment Due to Santa Paula	August 1, 2023	Oct. 31, 2023	Jan. 31, 2024	April 30, 2024
Amount Due to Santa Paula	$109,500	$109,500	$109,500	$109,500
Santa Paula Statement Due to County	Oct. 31, 2023	Jan.. 31, 2024	April 30, 2024	July 31, 2024

County Payment Due to Santa Paula	July 31, 2024	Oct. 31, 2024	Jan. 31, 2025	April 30, 2025
Amount Due to Santa Paula	$108,000	$108,000	$108,000	$108,000
Santa Paula Statement Due to County	Oct. 31, 2024	Jan. 31, 2024	April 31, 2025	June 30, 2025

v. In recognition of the $1.5 million capital investment supplied by the City of Santa Paula, the County agrees to reserve, the sum of $750,000, representing 50% of the $1.5 million capital investment, to be held by the County as a reserve fund for the Shelter. Notwithstanding section 1.d.ii., above, such reserve fund shall be used exclusively for the sustainable operation and maintenance of the Shelter for emergency repairs and other essential items to include major facility repairs involving roofing, environmental controls, plumbing, appliances or essential furniture and equipment. ("**Reserve**"). Not later than thirty (30) days after a written draw from Santa Paula, the County will disburse monies from the Reserve. The County will disburse requested funds when it is shown there is insufficient revenue to pay unforeseen costs, including without limitation damage or repairs, that, if not paid within a specified time, would prevent the operation of the Shelter in accordance with the objectives in this Agreement.

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e. Additional Revenue

i. If the Shelter Operator receives grants in excess of $200,000 in a fiscal year for use in the operation and maintenance of the Shelter, 75% of the amount in excess of $200,000 shall be applied to the Shelter's expenses off the top and Participating Cities and County's respective financial contributions proportionally reduced. This provision shall be implemented so that Participating Cities and County benefit in proportion to their respective financial contributions.

ii. If Participating Cities or County (or any combination of the Parties) receive grants, for use in the operation and maintenance of the Shelter, such funds shall be applied to the Shelter's expenses off the top and Participating Cities and County's respective financial contributions proportionally reduced. This provision shall be implemented so that Participating Cities and County benefit in proportion to their respective financial contributions. Any proportional reduction in each party's financial contribution made pursuant to this paragraph ii. will be made regardless of whether that additional revenue was individually or jointly pursued or awarded.

iii. Private donations directly given to the Shelter Operator, or a Party or any non-profit for the operation of the Shelter shall be deemed to be under the control of the recipient, which shall have sole discretion over its use.

iv. Additionally, funds received by Participating Cities or County that have been historically awarded or allocated to each entity for other homeless-related programs or services, and which have not been identified for Shelter expenses, shall remain under the control of the recipient party, which shall have the sole discretion over the use of such funds.

2. PROGRAM OBJECTIVE AND PERFORMANCE

Participating Cities and County agree that the following are goals, practices and principles that shall govern the operation of the Shelter. The City of Santa Paula shall work with Shelter Operator to include such goals, practices, and principles in this Section 2 in its contract with the Shelter Operator.

a. Service Model

i. The Shelter Operator will provide a safe place for homeless individuals to stay and stabilize while partnering with service providers to develop a plan for safe, secure, and permanent housing. The primary purpose of the Shelter beyond temporary sheltering is to leverage community resources that will assist homeless individuals in quickly securing and moving into suitable permanent housing and in achieving long-term housing stability.

ii. The Shelter Operator will participate in the Ventura County Continuum of Care's coordinated entry system, Pathways to Home, and will enter all Shelter occupants into the Ventura County Homeless Management Information System.

iii. The Shelter Operator will operate and develop the appropriate individualized case plan for each Shelter occupant that is client-centered, culturally, and

linguistically appropriate, trauma-informed, and sensitive to the wide ranges of needs of the Shelter occupants, with the goal to transition the Shelter occupant to stable and affordable housing.

iv. The following competencies are integral parts of the program design and operation of the Shelter:

(1) Low-barrier access and services

(2) Housing first

(3) Harm reduction

(4) Trauma-informed care

(5) Client-centered

b. Program and Service Components

i. Participating Cities and County encourage the Shelter Operator to implement the following program objectives:

(1) Manage program resources, including reasonable pursuit of grants to offset financial contributions from the Parties to this Agreement, to achieve cost efficiencies and effectiveness and to facilitate services to as many Shelter occupants as feasible;

(2) Expand the capacity to serve Shelter occupants by facilitating the delivery of services of multiple service providers; and

(3) Seek additional resources to augment emergency shelter and housing opportunities for Shelter occupants.

(4) Refer families with children to the County of Ventura Human Services Agency for alternative sheltering options such as CalWORKs Housing Support Program and other transitional housing options within one business day of admission to shelter.

ii. Participating Cities and County encourage Shelter Operator to work with each Shelter occupant to create an individualized case plan and provide the resources to achieve such a plan toward securing housing. To achieve these objectives, Participating Cities and County encourage Shelter Operator to perform, at a minimum, the following services and functions:

(1) Connect Shelter occupants to needed resources (income, counseling, substance abuse, etc.) by;

(a) Developing personalized housing plan;

(b) Supporting Shelter occupants in managing their own lives within the scope of their resources and abilities;

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(c) Providing housing location and counseling services;

(d) Establishing relationships with private and public property owners and rental agencies;

(e) Assisting to provide permanent housing opportunities to Shelter occupants; and

(f) Assisting with housing applications.

(2) The case management services shall include the development of an individualized service plan based on needs, circumstances, and market conditions, focused on helping individuals find and keep stable housing and linkages to other community-based support services.

c. Reporting and Accountability Review

Participating Cities and County shall review the performance of the Shelter Operator at least quarterly to assess whether, using its best efforts, the following goals have been accomplished and/or maintained:

i. Maintain an overall occupancy rate at the Shelter of 70% of the total available bed capacity.

ii. Reduce the overall number of individuals experiencing unsheltered homelessness within the City of Santa Paula and the City of Fillmore.

iii. Establish a goal of connecting at least 75% of the Shelter occupants with stable housing or "positive" exits to other acceptable living arrangements such as residential treatment, transitional housing, reuniting with relatives within 12 months.

iv. Increase each Shelter occupant's income, including disability income and other public benefits for each participant.

3. TERM AND TERMINATION

a. The initial term of this Agreement shall begin on July 1, 2023, and expire on June 30, 2025 ("**Initial Term**"). On or before April 1, 2025, the Parties will meet and review Shelter Operator's performance and discuss a potential future budget for the Shelter pursuant to Section 1 of this Agreement. No later than July 1, 2025, and every July 1 thereafter if the Agreement is extended beyond that Initial Term (**"Anniversary Date"**), this Agreement shall be renewed with any modifications by written agreement of the Parties, unless terminated as provided below. The Parties have no obligation to extend the Agreement beyond the Initial Term ending June 30, 2025 and any renewal or modification is contingent on the approval of the respective Parties' governing bodies.

b. A Party may terminate its participation in the Agreement effective on an Anniversary Date by giving at least 120 days' written notice prior to the Anniversary Date to the

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other Parties, with or without cause. For the avoidance of doubt, no Party may terminate its participation before July 1, 2025.

c. If a Party's participation in this Agreement is terminated in accordance with the terms herein, and the remaining Parties elect to extend the Agreement for an additional fiscal year (or other period), the costs incurred to operate the Shelter after the Party's termination will be solely the remaining Parties' responsibility. Termination of this Agreement will have no effect on the Parties' obligations under this Agreement nor under any other agreement prior to the effective date of termination.

4. INDEMNITY AND INSURANCE AND HOLD HARMLESS PROVISIONS

a. Since the City of Santa Paula is contracting with the Shelter Operator, and the Shelter Operator will have the primary responsibility for the Shelter operations, the City of Santa Paula will, at its sole cost and expense, obtain and maintain in full force during the term of this Agreement the following types of insurance:

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

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

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

b. All insurance required will be primary coverage as respects the Parties and any insurance or self-insurance maintained by the County and the City of Fillmore will be excess of the City of Santa Paula's insurance coverage and will not contribute to it.

c. The Parties are to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

d. The County of Ventura, its boards, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by the City of Santa Paula under the terms of this Agreement on all policies required (except Workers' Compensation).

e. The City of Fillmore, its council, boards, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by the City of Santa Paula under the terms of this Agreement on all policies required (except Workers' Compensation).

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f. The City of Santa Paula agrees to waive all rights of subrogation against the City of Fillmore, the County of Ventura, their boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by the City of Santa Paula under the terms of this Agreement as it pertains to Workers' Compensation.

g. Policies will not be canceled, non-renewed, or reduced in scope of coverage until after sixty (60) days written notice has been given to the County's Risk Management Division.

h. The City of Santa Paula agrees to provide all Parties with the following insurance documents on or before the effective date of this Agreement:

i. Certificates of Insurance for all required coverage.

ii. Additional Insured endorsements.

iii. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

iv. Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement. The City of Santa Paula's obligation to provide evidence of insurance coverage may be wholly satisfied by providing a certificate of self-insurance.

i. As an alternative to a.-h. above, the City of Santa Paula can contract with the Shelter Operator so that the Shelter Operator, at its sole cost and expense, obtains and maintains in full force during the term of this Agreement the insurance specified in a.-h. above on behalf of all parties. Such Shelter Operator insurance would be primary coverage. In the event that the Shelter Operator fails to provide or maintain such coverage, the City of Santa Paula's obligation to provide insurance set forth in this section 4 shall apply.

j. The Participating Cities shall defend, indemnify and hold harmless the County, its Board of Supervisors, officers, directors, districts, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the grossly negligent or intentional acts or omissions of the Participating Cities, their officers, directors, agents, employees, or subcontractors. With respect to Santa Paula's obligations under this paragraph, "performance of the Agreement" does not include Shelter Operator's operation of the Shelter.

k. The County shall defend, indemnify, and hold harmless the Participating Cities, their officers, directors, districts, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the grossly negligent or intentional acts or omissions of the County's Board of Supervisors, officers, directors, agents, employees, or volunteers.

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l. It is the intention of the Parties that the indemnity provisions of this section be interpreted to impose on each Party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, directors, agents, employees, volunteers.

5. LEGAL COMPLIANCE

The Parties, in expending funds which will be used by Shelter Operator to operate the Shelter as contemplated in this Agreement, shall comply with all applicable federal, state, and local laws, regulations and ordinances.

6. GOVERNING LAW; JURISDICTION

This Agreement and all matters pertaining thereto will be construed and enforced according to the laws of the State of California. Any litigation or other court proceeding shall take place in the state or federal courts located in the State of California, and the Parties will accept the exclusive jurisdiction of these courts. Venue shall be in the County of Ventura, California.

7. NOT CONSTRUED AGAINST DRAFTER

This Agreement has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

8. DISCLAIMER OF RELATIONSHIP

Nothing in this Agreement will be deemed or construed to create any relationship of principal and agent, limited or general partnership, joint venture, or any association among the Parties.

9. SEVERABILITY

If any provision of this Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining parts of this Agreement which are hereby declared by the parties to be severable from any other part which is found by a court to be invalid or unenforceable.

10. DISPUTE RESOLUTION

If the Parties have a dispute that they are unable to resolve at the staff level, any of the Parties may escalate the dispute to the executive staff level (*i.e.*, to the City Managers and the County Executive Officer) by submitting a signed and dated request for dispute resolution. If the City Managers and the County Executive Officer are unable to resolve the dispute, the item in dispute may be presented to the City Councils and the County Board of Supervisors for resolution.

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11. ENTIRE AGREEMENT; AMENDMENT; WAIVER

Unless explicitly stated otherwise in this Agreement, this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement can only be amended or modified in a writing signed by authorized representatives of each of the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged.

12. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original.

[Remainder of page intentionally left blank.]

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WHEREFORE, the Parties have executed this Agreement as of the date first written above.

DATE: August 8, 2023

COUNTY OF VENTURA

Kelly Long

Vice Chair of the Board of Supervisors

ATTEST:

Lori Kay

Deputy Clerk of the Board
County of Ventura

APPROVED AS TO FORM

County Counsel
County of Ventura

DATE: August 8, 2023

CITY OF SANTA PAULA

Dan Singer

Dan Singer
City Manager

ATTEST:

Julie Latshaw
City Clerk

APPROVED AS TO FORM

Monica Castillo
Interim City Attorney

DATE: 08 / 22 / 2023

CITY OF FILLMORE

Mark Austin

Mark Austin
Mayor

ATTEST:

Olivia Carrera Lopez

Olivia Carrera Lopez

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City Clerk

APPROVED AS TO FORM

Tiffany Israel
City Attorney

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EXHIBIT A

FY 2023-2024 Projected Operating Budget

[Attached behind]

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Exhibit A

Santa Paula Harvard Shelter Project	Santa Paula – 49 beds Monthly	Notes
Executive Director ** Projected	8,708	Not included in current monthly budget
Second Case Manager ** Projected	4,333	Not included in current monthly budget
Grant Writer** Projected	4,000	Not included in current monthly budget
All Personnel – Current	36,639	
Accounting –CPA	4,452	
VCHMIS	125	(City pays these licenses, recommend transferring to SPIRIT
Insurance	4,105	
Professional fees - Audit	4,951	
Licenses	338	
PROGRAM AND FACILITY COSTS		
Supplies	2,414	
Equipment	6,021	
Rent/Mortgage	0	
Janitorial	225	
Facility Repairs/Maintenance	1,940	
Utilities/Trash/Phones/Internet/Cameras	6,336	Many cameras and gates eliminated need for nighttime security
Replacement cots, bedding	500	
Security Guards – eliminated due to good staffing and building security	0	
Landscaping and grounds	200	
Cooking supplies	100.	
Meals, snacks, beverages	0	
Vehicle Expense	2,634	
Fundraising	1,200	
Special Needs	1,200	
Advertising	75	
Total Current Monthly Budget	**73,385**	
**Total Proposed Monthly Budget with 3 new positions	**$90,426**	

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EXHIBIT "B"
SCOPE OF SERVICES

Operating Requirements

1. Emergency Shelter: Shelter Operator shall provide a safe place for homeless individuals to stay and stabilize while partnering with service providers to develop a plan for safe, secure, and permanent housing. This includes access to 49 beds, linens, blankets, and personal storage for belongings year round. The primary purpose of the Shelter beyond temporary sheltering is to leverage community resources that will assist homeless individuals in quickly securing and moving into suitable permanent housing and in achieving long-term housing stability. Shelter Operator shall participate in the Ventura County Continuum of Care's coordinated entry system, Pathways to Home, and will enter all Shelter occupants into the Ventura County Homeless Management Information System. Shelter Operator shall operate and develop the appropriate individualized case plan for each Shelter occupant that is client-centered, culturally, and linguistically appropriate, trauma-informed, and sensitive to the wide ranges of needs of the Shelter occupants, with the goal to transition the Shelter occupant to stable and affordable housing.

2. Meals and Nutrition: Shelter Operator shall offer regular meals that meet basic nutritional requirements for all shelter residents. This may include breakfast, lunch, and dinner, along with snacks and access to drinking water throughout the day.

3. Hygiene Facilities: Shelter Operator shall provide clean and accessible bathrooms, showers, and laundry facilities for residents to maintain personal hygiene; supply basic toiletries such as soap, shampoo, toothpaste, and towels.

4. Case Management: Shelter Operator Shall assign dedicated case managers to assist residents in accessing appropriate services and resources. This may include helping them find permanent housing, employment, medical care, mental health support, substance abuse treatment, and other necessary services. Shelter Operator shall develop a personalized housing plan for each resident and will assist with housing applications. Shelter Operator shall support residents in managing their own lives within the scope of their resources and abilities. Case management services shall include the development of an individualized service plan based on needs, circumstances, and market conditions, focused on helping individuals find and keep stable housing and linkages to other community-based support services.

5. Medical Assistance: Shelter Operator shall collaborate with healthcare providers to offer on-site medical clinics, regular health screenings, vaccinations, and referrals for other medical needs; ensure residents have access to medications and health education.

6. Mental Health Support: Shelter Operator shall provide access to mental health professionals who can offer counseling, therapy, and support groups to address mental health challenges faced by shelter residents; collaborate with community organizations for additional mental health resources.

7. Substance Abuse Programs: Shelter Operator shall develop partnerships with substance abuse treatment centers and support groups to offer counseling, detoxification services, and access to rehabilitation programs for individuals struggling with substance abuse issues.

8. Education and Employment Assistance: Shelter Operator shall establish programs that

help individuals acquire new skills, provide job readiness training, and offer assistance with job searches, resume building, and interview preparation; facilitate access to educational resources and connect residents to educational opportunities.

9. Financial Assistance: Shelter Operator shall assist residents in accessing financial benefits, such as unemployment insurance, social security support, or other government assistance programs; provide guidance and support with budgeting and financial planning to increase each Shelter occupant's income, including disability income and other public benefits for each participant.

10. Recreational and Social Activities: Shelter Operator shall organize recreational programs, such as sports, hobbies, and group activities, to foster a sense of community and improve residents' overall well-being; coordinate with volunteers and community organizations to provide additional support and engagement opportunities.

11. Family Support: Shelter Operator shall offer specialized services and support for homeless families with children, including childcare, parenting classes, school enrollment assistance, and family counseling.

12. Transitional Housing and Permanent Housing Placement: Shelter Operator shall develop partnerships with landlords, housing authorities, and non-profit organizations to assist residents in transitioning from the shelter to safe, affordable, and permanent housing options; provide resources for rental assistance and support with housing applications; establish a goal of connecting at least 75% of the Shelter occupants with stable housing or “positive” exits to other acceptable living arrangements such as residential treatment, transitional housing, reuniting with relatives within 12 months.

13. Outreach and Prevention Services: Shelter Operator shall collaborate with local agencies, community groups, and volunteers to conduct outreach efforts, identifying individuals who are at risk of homelessness and providing prevention services to help them maintain their housing stability.

14. Community Partnerships and Coordination: Shelter Operator shall refer families with children to the County of Ventura Human Services Agency for alternative sheltering options such as CalWORKs Housing Support Program and other transitional housing options within one business day of admission to shelter; establish ongoing collaborations with governmental organizations, non-profit agencies, faith-based groups, healthcare providers, and other stakeholders to create a continuum of care and ensure a comprehensive approach.

15. Operations Management. Shelter Operator shall manage program resources, including reasonable pursuit of grants to offset financial contributions from the Parties to this Agreement, to achieve cost efficiencies and effectiveness and to facilitate services to as many Shelter occupants as feasible; expand the capacity to serve Shelter occupants by facilitating the delivery of services of multiple service providers. Seek additional resources to augment emergency shelter and housing opportunities for Shelter occupants.

16. Occupancy. Shelter Operator shall maintain an overall occupancy rate at the Shelter of 70% of the total available bed capacity.

EXHIBIT “C”

FY 2023-2024 Budget

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: CITY ATTORNEY CONTRACT SERVICES

Date: September 6, 2023

Agenda Item: 10.L

RECOMMENDATION:

Authorize the City Manager to enter into a Legal Services Agreement with Best Best & Krieger, LLP for ongoing attorney services.

BACKGROUND:

Santa Paula has historically achieved legal advice and services through a contract relationship with an outside firm, most recently with Hogan & Jenkins who then merged with Best Best & Krieger (BB&K). This allows the City to receive legal assistance from an entire team of experts, rather than the model of in-house legal counsel where special services are then farmed out. Services are then billed on an hourly basis with costs varying depending on the type of legal service offered.

Most cities who outsource their legal services do so under a retainer model to create greater certainty around annual costs and to ensure an attorney is regularly serving City Council meetings, reviewing Council materials, and creating ordinances, contracts and resolutions in accordance with state and local laws, policies and best practices. When Hogan & Jenkins was acquired by Best Best & Krieger, they continued to serve the City with competitive rates and an even more expanded cache of legal experts.

ANALYSIS:

Coming into the current fiscal year, the firm sought to adjust their hourly rates, which had stayed steady since the merge in 2018. As a result, staff began discussions about moving to a retainer-type model with BB&K. That model, as well as other options, were discussed with the City Council during budget hearings in June 2023. The result of those discussions was to move to a “capped retainer” whereby the City would receive 80 hours per month of general attorney services for a set amount, essentially representing a slight discount below regular hourly rates. The adopted budget now anticipates the capped retainer approach.

Exhibit A to this report contains a new Legal Services Agreement (the “Agreement”) between the City of Santa Paula and Best Best & Krieger, LLP. The Term of the Agreement commences on September 1, 2023 and runs until either party terminates the agreement. The Agreement describes all general services afforded the City under the contract, as well as

special legal services and trainings, as explicitly requested by the City for additional or higher fees (see Exhibit A and B to the Agreement). The Agreement also calls for an annual review of rates and services to be performed between the two parties as well as an annual cost-of-living adjustment.

At this time, Council is asked to review the Agreement and direct the City Manager to execute the contract.

STRATEGIC PLAN:

While this item is not an objective in Council's two-year Strategic Plan, it does support Council's Strategic Plan Vision of making Santa Paula an innovative and collaborative municipal organization delivering exceptional services that enhance a sustainable and vibrant community where residents, families, and businesses can thrive.

FISCAL IMPACTS:

The adopted FY 23-24 and FY 24-25 budgets have sufficient funds to support the capped retainer Agreement with BB&K, in addition to other specialized services which may be requested from time to time. Should legal costs exceed the adopted budget, staff will return to Council with a budget amendment and an explanation as to the cause of the overage.

OPTIONS:

Alternatively, Council has the following options available:

1. Direct staff to return to a non-retainer, per hour, relationship. Doing so would result in a slightly higher hourly rate; or

2. Do not enter into an agreement with BB&K; or

3. Provide further direction to staff.

ATTACHMENTS:

City of Santa Paula LSA FINAL DRAFT Sept 2023-c1.docx

LEGAL SERVICES AGREEMENT

AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES BETWEEN THE CITY OF SANTA PAULA AND BEST BEST & KRIEGER LLP

1. PARTIES AND DATE

This Agreement is made and entered into as of the _____ day of _____, 2023, by and between the City of Santa Paula, a general law city ("Client" or "City"), and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law ("BB&K").

2. RECITALS

2.1 Client wishes to engage the services of BB&K as its City Attorney to perform all necessary legal services for the Client on the terms set forth below.

3. TERMS

3.1 Term. The term of this Agreement shall commence on September 1, 2023 and shall continue in full force and effect until terminated in accordance with Section 3.13.

3.2 Scope of Services. BB&K shall serve as City Attorney and shall perform legal services ("Services") as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to by the Client and BB&K. As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Preparation for, and attendance at, regular meetings of the Client;

3.2.2 Provision of legal counsel at such other meetings as directed by the Client;

3.2.3 Preparation or review of Client ordinances and resolutions, together with such staff reports, orders, agreements, forms, notices, declarations, certificates, deeds, leases and other documents as requested by the Client;

3.2.4 Rendering to the officers and employees of the Client legal advice and opinions on all legal matters affecting the Client, including new legislation and court decisions, as directed by the Client;

3.2.5 Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Client on legal matters pertaining to Client operations, as directed by the Client;

3.2.6 Performing legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and easements, as directed by the Client;

3.2.7 Responding to inquiries and review for legal sufficiency ordinances, resolutions, contracts, and administrative and personnel matters, as directed by the Client;

3.2.8 Representing and assisting on litigation matters, as directed by the Client. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the Client, and any officer or employee of the Client, in all federal and state courts of this State, and alternative dispute resolution officer, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the Client or its agents or attorneys with respect to any lawsuit filed against the Client or any officer or employee thereof, for money or damages.

3.3 Additional Services for an Additional Fee.

3.3.1 **BB&K Trainings**. Client may request BB&K trainings on an as-needed basis. BB&K offers a variety of trainings to public agency and private business leadership and staff on topics required by law, as well as preventative and educational legal topics. The trainings are interactive and can be given onsite, via live webinar or virtual on-demand. Some of our most popular trainings include AB 1234 Ethics, Workplace Civility and Sexual Harassment Avoidance Training, The Brown Act "Open Meetings Law," Crystalizing Your Agency's CPRA Policies & Procedures and SB 1343 Sexual Harassment Avoidance Training for Non-Supervisors. Pricing will vary depending on format and will be provided upon request.

3.3.2 **BB&K's Election Law Center Subscription Services**. Participants in BB&K's Election Law Center will be given access to up-to-date election document templates, including resolutions and other mandatory election documents. The annual subscription also gives participants access to BB&K's Election Law Center hotline, which participants can use for guidance on day-to-day election law questions that arise during campaign and election season.

3.4 Designated City Attorney. Monica Castillo shall be designated as Interim City Attorney unless and until such time the City Council has appointed her City Attorney (both "Interim City Attorney" and "City Attorney" are hereafter referred to as "City Attorney"). The City Attorney shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. Henry Castillo shall be designated as Assistant City Attorney, and shall attend such meetings as may be requested by the City Attorney. Monica Castillo shall be designated as Successor Agency Counsel. No change in these assignments shall be made without the consent of the Client.

3.5 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames directed by the Client.

3.6 Assistance. The Client agrees to provide all information and documents necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.7 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or

means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service.

3.8 Fees and Costs. BB&K shall render and bill for legal services in the following categories and at rates set forth in Exhibit "A" and in accordance with the BB&K Billing Policies set forth in Exhibit "D", both of which are attached hereto and incorporated herein by reference. In addition, the Client shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Unless expressly stated otherwise, authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services.

3.9 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. The Client shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.10 Annual Reviews. The Client and BB&K agree that a review of performance and the compensation amounts referenced in this Agreement should occur at least annually.

3.11 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A declaration page containing information about BB&K's errors and omissions insurance policy is available upon Client's request.

3.12 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.

3.13 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

3.14 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.

3.15 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County.

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

3.17 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.

3.18 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.

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

3.20 Delivery of Notices. All notices permitted or required under this Agreement notices 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. 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:

Client:	City of Santa Paula 970 E. Ventura Street Santa Paula, CA 93060 Attention: City Manager
BB&K:	Best Best & Krieger LLP 300 South Grand, 25th Floor Los Angeles, CA 90071 Attention: Monica Castillo

3.21 Indemnification.

(A) BB&K agrees to indemnify Client, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising from the negligent acts or omissions of BB&K hereunder, or arising from BB&K's negligent performance of any term, provision, covenant or condition of this Agreement, except to the extent

such claims or liabilities arise from the negligence or willful misconduct of Client, its officers, agents or employees.

(B) Client acknowledges BB&K is being appointed as City Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, the Client is responsible pursuant to Government Code Section 825 for providing a defense for the City Attorney for actions within the scope of its engagement hereunder. Therefore, Client agrees to undertake its statutory duty and indemnify BB&K, its officers, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of BB&K within the course and scope of its performance hereunder, but nothing herein shall require Client to indemnify BB&K for liability arising from its own negligence or alleged negligence. In connection herewith:

(i) Client will promptly provide a defense and pay any judgment rendered against the Client, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of Client hereunder; and

(ii) In the event BB&K, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work, operation, or activities of City hereunder, City agrees to pay to BB&K, its officers, agents or employees any and all costs and expenses incurred by BB&K, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for City Attorney Services as of the date first written above.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)

SIGNATURE PAGE TO
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
BEST BEST & KRIEGER LLP

CITY OF SANTA PAULA:

By: _____
Name: Dan Singer
Title: City Manager

Date: _____, 2023

ATTEST:

By: _____
Name: Julie Latshaw
Title: City Clerk

Date: _____, 2023

BEST BEST & KRIEGER LLP:

By: 
Name: Scott H. Campbell
Title: Partner

Date: _____, 2023

EXHIBIT A

TO
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
BEST BEST & KRIEGER LLP

BILLING ARRANGEMENTS

B

1. Basic Legal Services - Description. Basic legal services shall include all services provided to Client that are not otherwise specifically identified below as either Special Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services ("Basic Legal Services").

For Basic Legal Services, the Client shall pay a flat retainer amount of Seventeen Thousand Six Hundred Dollars ($17,600.00) per month for up to a maximum of 80 hours. After 80 hours, the hourly rate will be:

Attorneys	$235
Paralegals, Law Clerks, Analysts	$170

If the actual hours worked under the monthly retainer goes above or below the target of 80 hours over multiple months, BBK would offer the City an adjusted retainer option to properly reflect the current pace of work going forward, for the City's approval. BBK defines a material variance as 10% for 6 months or more in a fiscal period.

This retainer covers fees only. Billable costs will be charged separately. Travel costs will not be billed to the City.

2. Public Records Act / Advanced Records Center (ARC).

To handle the increased Public Records Requests, we offer our new Advanced Records Center (ARC) team to handle this work at a low, competitive rate. With ARC, BB&K combines its legal acumen and experience with cutting-edge technology to provide comprehensive and cost-effective support for non-routine records-related matters. Specifically, the ARC team will assist the City with non-routine Public Records Act processing and policy drafting as needed. For this service, the blended hourly rate will be:

Attorneys	$195
Paralegals, Law Clerks, Analysts	$195

3. Special Legal Services - Description. Special Legal Services shall include the following types of services:

A. Litigation and formal administrative or other adjudicatory hearing matters

B. Labor relations and employment matters

C. Non-routine real estate matters (e.g. CC&R's, deed or title work)

D. Land acquisition and disposal matters (including pre-condemnation)

E. Successor Agency and housing matters

F. Public construction disputes

G. Non-routine contract negotiation matters (including non-BB&K model agreements and franchise agreements)

H. Non-routine election law matters, including election law litigation.

J. Other matters mutually agreed upon between BBK and the City Manager

These Special Legal Services will be billed at the following hourly rates:

Partners and Of Counsel	$295
Associates	$275
Paralegals, Law Clerks, Analysts	$180

4. Complex Legal Services - Description. Complex Legal Services shall include the following types of highly specialized services:

A. Non-routine land use and development matters (including general plan updates, Williamson Act issues, annexations and development agreements)

B. Environmental matters (e.g. CEQA, NEPA, endangered species)

C. Water law matters (e.g. water rights & quality)

D. Tax and ERISA related matters, Employee and Retirement Benefits

E. Taxes, fees and charges matters (e.g. Prop. 218 & Mitigation Fee Act)

F. Toxic substances matters (e.g. CERCLA, RCRA)

G. Complex public utility matters (e.g. electric, natural gas, telecommunications, water, rail or transit that involve state or federal regulatory issues)

H. Renewable energy and energy efficiency project contracts and power purchase agreements

I. Intergovernmental Relations and Advocacy efforts (e.g. legislative and regulatory representation) at the federal and state level.

J. Other matters mutually agreed upon between BBK and the City Manager.

These Complex Legal Services will be billed at the following hourly rates:

Partners and Of Counsel	$340
Associates	$275
Paralegals, Law Clerks, Analysts	$180

5. Agreement Regarding Rate Categories. If BB&K believes that a matter falls within the Special Counsel Legal Services, Complex Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services rate categories, BB&K shall seek approval from the City Manager or his/her designee. The City Manager's or her designee's approval of such a request from BB&K shall not be unreasonably withheld.

6. Annual Adjustments.

All rates and retainer amounts will be adjusted annually using the cost of living index. At the start of the Client's fiscal year, July 1, 2024, and every July 1st thereafter during the term of this Agreement, rates and amounts shall be increased for the change in the cost of living for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth Los Angeles-Long Beach-Anaheim, CA area (monthly); provided, however, that such adjustment shall never be lower than zero percent (0%) nor more than four percent (4%). In addition to the automatic rate increases, either BB&K or the Client may initiate consideration of a rate increase at any time.

7. Costs.

Travel costs are not charged to the City. BB&K does not charge for routine word processing, legal assistants, clerical costs, administrative support staff, secretarial costs, and office costs, including telephone and fax charges. Reimbursement of costs advanced by BB&K on behalf of the City as well as other expenses will be billed at actual cost. These currently include, but are not limited to, postage, messenger/delivery costs, actual expenses for being away from our offices on City business; postage; legal research; and any cost of printing or reproducing documents, photographs, electronically stored information (ESI) if needed, or other items necessary for legal representation.

EXHIBIT B

TO
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
BEST BEST & KRIEGER LLP

THIRD PARTY REIMBURSABLE BILLING POLICIES

1. Third Party Reimbursable Legal Services - Description. Third Party Reimbursable Legal Services shall include legal services provided to the City for which the City receives reimbursement from a developer or other third party. These reimbursable legal services include, but are not limited to, negotiation and review of development agreements, planning entitlements, review of CC&Rs; establishment of financing districts (i.e., Community Facilities Districts; Assessment Districts; Landscape and Lighting Maintenance Districts); the processing of land use/environmental projects for which the City is entitled to reimbursement, as well as defending any challenges to project entitlements or any dispute or litigation related to such reimbursable legal services.

2. Third Party Reimbursable Legal Services - Rates. Except for Third Party Reimbursable Legal Services that have been contractually established between City and a third party as of the commencement date of this Agreement (i.e. July 1, 2024) ("Existing Third Party Reimbursable Legal Services"), the Client shall pay for Third Party Reimbursable Legal Services at the following hourly rates:

Partners and Of Counsel	$450
Associates	$360
Paralegals, Law Clerks, Analysts	$190

EXHIBIT C

TO
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
BEST BEST & KRIEGER LLP

PUBLIC FINANCE & BOND BILLING POLICIES

1. Public Finance & Bond Rates. BB&K will provide bond counsel, special counsel or disclosure counsel services at the request of the Client. Such bond counsel and special counsel services include the preparation of all legislative approvals and legal documentation relating to the appropriate sale and delivery of the bonds, notes or other obligations. BB&K will also prepare such closing certificates and legal opinions necessary for the delivery of the bonds. As disclosure counsel, we will prepare the disclosure documents for the Client and conduct the necessary due diligence related to the transaction. Our fees will be determined based upon the type of financing and the expected involvement of the attorneys involved. We will provide the Client with a detailed description of our services and our fees and reimbursable costs upon the Client's request. Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this Agreement, including with respect to services rendered for the formation of, or annexation to, a CFD (of either the City / Agency or other local public agency), as well as the negotiation and preparation of funding agreements and joint financing agreements. Legal services related to the Client's compliance with its continuing disclosure covenants and provide such necessary advice on the Client's compliance shall be billed as Special Legal Services, above.

EXHIBIT D

TO
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES
BETWEEN
THE CITY OF SANTA PAULA
AND
BEST BEST & KRIEGER LLP

BB&K BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department (accounts.receivable@bbklaw.com). Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

INVOICE AND PAYMENT OPTIONS

Best Best & Krieger strives to meet our clients' needs in terms of providing a wide variety of invoice types, delivery and payment options. Please indicate those needs including the preferred method of invoice delivery (Invoice via Email; or USPS). In addition, accounts.receivable@bbklaw.com can provide a W-9 upon request and discuss various accepted payment methods.

FEES FOR ELECTRONICALLY STORED INFORMATION ("ESI") SUPPORT AND STORAGE

BBK provides Electronically Stored Information ("ESI") services for matters requiring ESI support, which are matters with a document population over 1 GB – typically litigation or threatened litigation matters. BBK provides services for basic ESI processing and storage at the following rates per month based on the number of gigabytes of data ("GB") processed and stored:

1GB -250GB: $10 per GB
251GB - 550GB: $8 per GB
551GB - 750GB: $6 per GB
751GB - 1TB: $4 per GB

The amount BBK charges for basic processing and storage of ESI allows BBK to recover the costs of providing such services, plus a net profit for BBK. BBK believes that the rates it charges for processing and storage are lower than comparable services available from third party vendors in the market. If you wish to contract separately with a third party vendor for processing and storage costs, please notify BBK in writing. [OPTIONAL: BBK also provides advanced ESI processing services at hourly rates for personnel in its Litigation Support Group. A copy of BBK's current rates for such services will be provided upon request.] BBK shall not incur costs for ESI support on a particular matter without first confirming by email or written correspondence with the client that the client agrees such services are necessary for the matter at hand.

FEES FOR PROFESSIONAL SERVICES

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from $235 to $850 per hour, and our administrative assistants, research assistants, municipal analysts, litigation analysts, paralegals, paraprofessionals and law clerks are billed at rates from $175 to $295 per hour for work. These rates reflect the ranges in both our public and our private rates. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Non-Attorney Personnel: BBK may employ the services of non-attorney personnel under the supervision of a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney personnel utilized are paralegals. Other types of non-attorney personnel include, but are not limited to, case clerks, litigation analysts, and specialty consultants. The client agrees that BBK may use such non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be charged at the rate then in effect for such personnel. A copy of BBK' s current rates and titles for non-attorney personnel will be provided upon request.

FEES FOR OTHER SERVICES, COSTS AND EXPENSES

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

ADVANCE DEPOSIT TOWARD FEES AND COSTS

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

MONTHLY INVOICES AND PAYMENT

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten (10) days of presentation unless the full amount is covered by the balance of an advance held in our trust account.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask us when you receive the bill so we may address them on a timely basis.

CHANGES IN FEE ARRANGEMENTS AND BUDGETS

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement on a matter and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: ORDINANCE AMENDING THE DEVELOPMENT CODE TO DEFINE AND REGULATE SMALL-SCALE ALCOHOL PRODUCTION FACILITIES

Date: September 6, 2023

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct a public hearing to consider adopting proposed Ordinance No. 1331.
2. Introduce and waive first reading of Ordinance No. 1331 entitled, "An Ordinance of the City of Santa Paula Amending the Development Code to Define and Regulate Small-Scale Alcohol Production Facilities by Amending Sections 16.05.200 and 16.15.020, and Adding a New Section 16.58.015."
3. Direct the City Clerk to publish a summary of the proposed Ordinance five (5) days before the meeting it is to be adopted and 15 days thereafter.

Presented by: James Mason, Community & Economic Development Director

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BACKGROUND:

Small-scale breweries, distilleries, and brewpubs represent a growing industry that supports local economic development and local food production. Staff has been approached by several businesses and has observed the opportunities that have developed in other local communities. Recognizing this opportunity, staff has evaluated options for amending the City's Zoning Ordinance to establish a framework to accommodate small-scale microbrewery, distillery, winery, seltzer, meadery, or cidery, which engages in production of alcoholic beverages, including a review of best practices. Staff have reviewed potential amendments to the City's Development Code with a view to incorporating those additional related uses. A draft of the proposed City's Development Code Amendment is attached to this report as Attachment A. This new framework will allow for these types of emerging businesses and related uses in a greater range of zones than was permitted under the previous framework. Currently the City's Development Code only allows for large scale alcohol production in Industrial land-use designations.

ANALYSIS:

At the August, 22, 2023 the Planning Commission held a public hearing and approved Resolution No. 3851 recommending that the City Council approve the amendments to Sections 16.05.200 Definitions “S” and 16.15.020 Development Standards and Use Conditions and adding a new Section 16.58.015 Additional Requirements for Small-Scale Alcohol Producers. In addition, the Planning Commission recommended the following modifications to the draft ordinance:

1. Subsection (A) of Section 16.58.015 originally contained the below general standards.

(5) No outdoor storage is allowed.
(9) All production, packaging and retail sales shall occur within the interior of the building.

The Commission recommended modifications to read:

(5) Outdoor storage may be allowed with the review and approval by the Community and Economic Development Director
(9) All production, packaging and retail sales may be allowed with the review and approval by the Community and Economic Development Director

These modifications were recommended based on further inquiry. Upon input provided by Dominic O'Reily of Anna's Cider and Topa Mountain Winery and review of standard operating procedures for small scale alcohol production facilities, it was concluded that both outdoor storage and outdoor operations (production, packaging and retail sales) are commonplace in the industry in commercially zoned areas. As an alcohol-related use, any operation will be required to meet the requirements of the Ventura County Environmental Health Department, State Alcohol Beverage Control and the City's requisite Conditional Use Permit and Enforcement Agreement approvals. Based on the specifics of the applicant location, adjacent land uses and controls on storage and operations will be reviewed on a case-by-case basis and the specific requirements will be reviewed and recommended by staff to the Planning Commission within the Conditional Use Permit and to City Council in the Enforcement Agreement.

2. Section 16.58.015 (B) originally titled "Additional Standards in the Commercial Zoning District" was recommended to be re-titled "Additional Standards in the *Central Business District*".

The City of Santa Paula in its adoption of the General Plan has committed to attracting and growing local businesses, including start-ups and other small business initiatives. There are current challenges in the commercial business environment and in order to support emerging trends and new niche businesses within the City new strategies and modifications to existing codes are warranted; nationally and regionally there has been an increase in new businesses engaged in the small -scale production of alcohol, including microbreweries, distilleries, wineries, meaderies, and cideries with associated tasting rooms. There has been growing interest from local and regional entrepreneurs to update existing regulations and allow small scale on-site fermentation and distillation facilities, along with the consumption of alcoholic beverages, in accordance with state regulations for such uses. These changes will require amendments to the Zoning Ordinance to define and regulate the new activities.

The proposed ordinance would allow the operation of small scale alcohol production facilities

within the following commercially designated zones: General Commercial (C-G), Commercial Office (C-O), Central Business District (CBD) and Commercial/Light Industrial (C-LI). with the approval of a Conditional Use Permit and the State Department Alcoholic Beverage Control (ABC) and an enforcement agreement with the city. The aforementioned uses would not be allowed in Neighborhood Commercial Zones (C-N). The new framework of the ordinance will allow for these types of emerging businesses and related uses in a greater range of zones than is permitted under the existing framework.

Overview of Changes

The new brewpubs framework will allow for these types of emerging businesses and related uses in a greater range of zones than was permitted under the previous framework. Though these uses are similar in that they each produce alcoholic beverages there are some distinguishing characteristics as described below.

Micro-Brewery

A micro-brewery is defined by industry standards to produce less than 2,000 barrels (63,000 gallons) of beer, wine, seltzer, mead, or cider.

Small-Scale Breweries

Small-scale breweries defined by industry standards consist of a building or structure used for the production of no more than 15,000 barrels per year of beer (472,500 gallons). Accessory uses can include a private hospitality area, an area for retail sales, an area for sale of alcoholic beverages made off site, special events and tours and an office for administrative purposes. Small-scale breweries are proposed to be permitted in the C-G, C-O, CBD and C-LI zoning district. A cidery or meadery would also be permitted as per the definition of small-scale brewery.

Craft Breweries

A craft brewery produces fewer than 6 million barrels of beer per year. According to the Brewers Association, a craft brewery is one that produces at least 2 million barrels of beer per year. Because of the scale of the operation, it is proposed that such a use would be restricted to industrial zoned lands, in particular the I and L-I zones.

Large-Scale Breweries

Large-scale breweries produce larger quantities of beer (greater than 6 million gallons per year) than small- scale breweries, but are proposed to have the same range of permitted accessory uses. Because of the scale of the operation, it is proposed that such a use would be restricted to industrial zoned lands, in particular the I and L-I zones.

Brewpubs

A brewpub consists of two uses: a small-scale brewing facility and a restaurant. The restaurant component would involve the preparation and serving of food and other refreshments to the public for consumption within or outside the building, as well as preparation of food in a ready-to-consume state for consumption off the premises. Brewpubs are proposed to be permitted in a range of commercial and industrial zones as follows: C-G,

C-O, CBD, and C-LI.

Small-Scale Wineries, Cideries and Meaderies

Wineries, cideries and meaderies are permitted as are proposed to be permitted within the C-G, C-O, CBD, and C- LI zones. In addition, proponents must also demonstrate that there is appropriate servicing (water and wastewater) available.

Small-Scale Distilling Facility

Small Scale Distilling Facilities must produce less than 100,000 gallons of spirits annually to be considered small-scale. Because the distilling process presents more hazards from a combustibility standpoint (regardless of scale) with respect to the California Building and Fire Codes, a distillery will be subject to more stringent Fire and Building & Safety Code review.

Further, parking and loading requirements for the primary use and any accessory uses are set out in the proposed ordinance to the zoning by-law. The proposed parking requirements are similar to the parking requirements for a warehouse use (as was previously applied to such facilities), but must also account for accessory uses that may form part of the operation such as tasting room or restaurant.

Notification

A public hearing was duly noticed for the City Council meeting of September 6, 2023 by publication in the *Santa Paula Times* and the City website. The publication date, mailings, and legal postings took place on August 25, 2023.

Environmental Review

The proposed zone text amendment is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (Common Sense Rule). Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed zoning amendment itself will not have a significant effect on the environment, and independent CEQA review will be conducted upon each application for an entitlement.

STRATEGIC PLAN:

The proposed amendments supports the Operational Excellence Strategic Plan Goal by reviewing and updating the development code to reduce or eliminate irrelevant information while proving updates. In addition, the ordinance amendment is in alignment with Economic Development by enhancing the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community.

FISCAL IMPACTS:

The amendments to the ordinance could improve business attraction and as a result lead to the generation of revenues from project applications, permits and new business sales tax.

OPTIONS:

As an alternative to Staff's recommendation the City Council may:

1. Direct staff to make a substantial modification to the Ordinance not previously considered by the Planning Commission, and refer the matter back to the Commission for consideration;
2. Approve the Ordinance with minor modifications and direct staff to return for reintroduction; or
3. Decline to approve staff's recommendations.

ATTACHMENTS:

ATTACHMENT A ORDINANCE NO. 1331 - Small-Scale Alcohol Production Facilities-c1.docx

ATTACHMENT A

ORDINANCE NO. 1331

ORDINANCE NO. 1331

AN ORDINANCE OF THE CITY OF SANTA PAULA AMENDING THE DEVELOPMENT CODE TO DEFINE AND REGULATE SMALL-SCALE ALCOHOL PRODUCTION FACILITIES BY AMENDING SECTIONS 16.05.200 AND 16.15.020, AND ADDING A NEW SECTION 16.58.015

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

SECTION 1: Recitals

A. Santa Paula Municipal Code ("SPMC") § 16.15.020 provides for permitted and conditional uses of land in commercial zones. The proposed Development Code ("Code") amendment would expressly authorize small scale alcohol production, as defined, within the C-LI, C-G, C-O, and CBD, excluding the C-N zone.

B. The proposed amendment was reviewed by the City's Planning Division for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code.

C. The City Planning Division reviewed the proposed amendment's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated there under (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines ("Santa Paula Guidelines"; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as "CEQA Regulations").

D. On August 22, 2023, the Planning Commission opened a public hearing to receive public testimony and other evidence regarding the proposed amendment and whether to approve Resolution No. 3851 to recommend the proposed amendment to the City Council for adoption by ordinance.

E. The Commission approved Resolution No. 3851 based upon the evidence presented to the Commission at its August 22, 2023 hearing including, without limitation, the staff report submitted by the Planning Division.

F. A public hearing for City Council consideration of the proposed amendments was set for September 6, 2023, notice of which was given pursuant to SPMC § 16.208.040(A).

G. At the September 6, 2023 meeting, the City Council held a public hearing and considered the information provided by City staff and public testimony.

H. At a regular meeting of City Council held on October 4, 2023, City Council adopted the proposed ordinance. This Ordinance, and its findings, are made based upon such evidence presented to the City Council at its September 6, 2023 and October

4, 2023 meetings including, without limitation, the staff report submitted by the Planning Division.

SECTION 2: *General Plan and Development Objectives*. Pursuant to SPMC § 16.208.030(C), the City Council has reviewed the Planning Commission's recommendation, and finds that the proposed amendment is consistent with the objectives of Title 16 of the SPMC, the General Plan, and development policies of the City as follows:

A. The Santa Paula General Plan (2040) land use designation of the area impacted by the proposed amendment include all zones where the sale of alcoholic beverages is permitted.

B. The purpose of Chapter 16.208 *Development Code Amendments* is to allow for amendment to the Code in recognition of the fact that physical, economic, and other conditions in the city may change over time. Currently, Table 15-1 of SPMC § 16.15.020 *Land Use Permit Requirements*, does not expressly authorize the permitting of small scale alcohol production. The proposed amendment would allow small-scale breweries, cideries, distilleries, meaderies, and wineries within commercial zones, excluding the C-N zone. The proposed amendment is consistent with Title 16 of the SPMC because it accommodates the changing consumer preferences and economic conditions within the City.

C. The proposed code amendment is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan (2040), as further described below in Section 4, particularly the following:

- Land Use Element, Community Character and Urban Form**:** LU1
- Land Use Element, Balanced Land Use & Economic Opportunity: LU3
- Economic Development and Downtown, Support Existing Businesses: EDD1.1

SECTION 3: *Development Code Amendment Findings*. Pursuant to SPMC §16.208.050, the City Council makes the following required findings of fact:

A. *The proposed code amendment is consistent with the goals, policies, and objectives of the General Plan.* Consistent with Land Use Policy LU 1 (Community Character and Urban Form), the proposed amendment will enhance the small-town character of the City by allowing small-scale alcohol production in the City, which may give rise to locally celebrated producers. The proposed amendment is also consistent with Land Use Policy LU 3 (Balanced Land Use & Economic Opportunity), as small scale alcohol production will provide new services, amenities, and employment opportunities within the community. Small scale alcohol producers have the potential to stimulate the revitalization of the Downtown area consistent with LU 5 "Downtown Revitalization" by creating additional foot traffic and drawing visitors who may generate additional economic support to the

community. In addition, the amendment is consistent with Economic Development and Downtown Policy EDD 1.1 (Support Existing Businesses) because small scale alcohol producers may draw new consumers to the Downtown area who will shop at existing businesses too. Nothing in the proposed amendment would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.

B. *The proposed code amendment will not adversely affect surrounding properties.* The proposed amendment will not adversely affect surrounding properties because the proposed amendment is authorizing only small scale alcohol production subject to a Conditional Use Permit which will mitigate impacts on surrounding properties.

C. *The proposed code amendment promote public health, safety, and general welfare and serves the goals and purposes of Title 16*. The public health, safety, and general welfare will be promoted by generating additional economic stimulation to the community and support new amenities within the community. The proposed amendment to SPMC § 16.05 and § 16.15 to authorize small scale alcohol production in certain commercial zones is compatible with the existing, surrounding and planned land uses within such zones. The proposed amendment will promote the general convenience and welfare because allowing small scale alcohol production uses may enhance services that are sought and enjoyed by a large segment of the community. In terms of public safety, all small scale alcohol producers will require approval and permits from the City that may be revoked for violations. And for the additional reasons already described in paragraphs B. and C. of Section 3, the proposed amendment will serve the goals and purposes of Title 16 of the SPMC.

SECTION 4: *Environmental Assessment*. State CEQA Guidelines sections 15378(b)(2) and 15378(b)(5) provide that ongoing administrative activities and organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment do not constitute a "project" as defined by the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.). And even if the proposed text amendment was a "project" they are exempt from CEQA under CEQA Guidelines section 15601(b)(3)'s "common sense" rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that the proposed amendment to add an additional use to commercial zones will have a significant effect on the environment. Finally, each application for small scale alcohol production will be subject to individual CEQA review such that this proposed amendment by itself does not create an environmental impact.

SECTION 5: *Text Amendments.* Title 17, entitled "Development Code", of the Santa Paula Municipal Code is amended as follows:

A. Section 16.05.200 of the Santa Paula Municipal Code, entitled "'S' Definitions", is hereby amended to add a new definition for "Small - Alcohol Producer" as follows, with all other existing definitions remaining the same, in alphabetical order:

SMALL-SCALE ALCOHOL PRODUCER – Small-scale Alcohol Producer means an establishment, like a microbrewery, distillery, winery, seltzer, meadery, or cidery, which engages in production of alcoholic beverages or spirits for on and off-site consumption and sale. Small-scale Alcohol Producers may also provide for the sale of non-alcoholic beverages, alcoholic beverages produced off-site, or food. Microbreweries, wineries, seltzeries, meaderies, and cideries must produce less than 15,000 barrels of product to be considered small scale. Distilleries must produce less than 100,000 gallons of spirits annually to be considered small scale. All Small-Scale Alcohol Producers must comply with SPMC Chapter 16.58.

B. Table 15-1, "Permitted and Conditional Uses – Commercial Zones", of Section 16.15.020 of the Santa Paula Municipal Code, entitled "Land Use and Permit Requirements", is hereby amended to read as follows, in its entirety, with all other existing provisions of Table 15-1 remaining the same:

TABLE 15-1
Permitted and Conditional Uses - Commercial Zones

Use	C-N	C-O	CBD	C-G	C-LI
Agricultural-Related Uses					
Agricultural Production	X	X	X	C	P
Fruit/Agriculture Stands	T	T	T	T	T
Agricultural Equipment and Supplies Sales and Repair	X	X	X	C	C
Auction, Livestock	X	X	X	X	C
Automotive/Vehicle-Related Uses					
Automobile Service Stations (fuel sales; see Chapter 16.72)	C*	C*	C*	C*	C*
Automotive Parts Sales, without Installation	X	X	C	P	P
Automotive Parts Sales, with Installation	X	X	X	C	C
Automotive Repair (Major) - bodywork/painting, engine repair	X	X	X	C	C
Automotive Repair (Minor) - lube/tune, window tinting, mufflers (not to include tractor, semi-trailer, or the like)	C	C	C	P	P
Automotive Sales (New/Used) - Car, RV, Truck	X	C	X	C	C
Automotive Wrecking	X	X	X	X	X
Car Washes, Full Service and Self Service	X	X	X	C	C
Truck Stop & Repair	X	X	X	X	C
Vehicle Impound or Storage Yard	X	X	X	X	X
Vehicle Leasing/Rental	X	C	X	C	C
Vehicle Storage Facility, including RVs and Boats	C	X	X	C	C

Boarding and Lodging Facilities					
Bed and Breakfast Inn	C	C	C	C	C
Boardinghouse/Roominghouse	X	X	X	C	X
Congregate Care Housing Facility	X	C	C	C	X
Hotels/Motels	X	X	C	C	C
Conference Facility	X	C	C	C	C
Eating/Drinking Establishments					
Coffee, Juice Café	P	P	P	P	P
Delicatessen/Sandwich Shop (no alcoholic beverage sales)	P	P	P	P	P
Restaurant with no drive-through (a)	C	C	P	P	P
Restaurant with drive-through (see Chapter 16.66) (a)	X	X	X	C*	C*
Restaurant, Fast-food (a)	X	X	C	C	C
Restaurant (outdoor dining on private property) (a)	C	C	P*	P	P
Restaurant (outdoor dining on public right-of-way) (See Chapter 124) (a)	C	C	P*	C	C
Night Club/Bar/Lounge (a)	X	X	C	C	C
Entertainment/Recreation Uses					
Adult Business/Entertainment Enterprise (see Chapter 16.54)	X	X	X	X	C*
Amusement Park	X	X	X	C	C
Amusement Arcade or Center (see Chapter 16.56)	X	X	C*	C*	C*
Auditorium, Convention Halls, and Theaters	X	X	X	C	C
Batting Cage, Driving Range, or Similar Outdoor Sporting facility	C	C	X	P	C
Billiard/Pool Hall (a)	X	X	C	C	C
Bowling Alley	X	X	C	C	C
Café Entertainment (See Chapter 124)	X	X	D	X	X
Cultural Center	P	P	P	P	P
Health/Athletic Club	X	C	P	C	C
Indoor Recreation Center	C	C	C	C	C
Library or Museum	P	P	P	P	P
Massage Establishment (see Chapter 119 of Title 11)	X	X	C	C	C
Miniature Golf	X	X	X	C	C
Rodeo Arena	X	X	X	X	X
Skate Park or Rink	X	X	X	C	C
Slot Car Racing	X	X	X	C	C

Theater, Cinema (Movie)	X	X	C	C	P
Theater, Stage	C	X	C	C	C
Financial Institutions					
Banks, Savings and Loans, and Credit Unions	P	P	P	P	P
Medical/Care Facilities					
Blood Bank	X	C	C	C	C
Day Care Home, Large Family - Adult or Child (See Chapter 16.60)	C*	A*	C*	C*	X
Day Care Home, Small Family - Adult or Child (See Chapter 16.60)	C*	A*	C*	C*	X
Child Day Care Center (See Chapter 16.60)	C*	C*	C*	P*	C*
Clinic, Outpatient	X	C	C	C	X
Community Care Facility (see Chapter 16.64)	X	C*	C*	C*	X
Drug and Alcohol Clinic/Rehabilitation (See Community Care Facility)	---	---	---	---	---
Convalescent Home or Hospital	C	C	C	C	C
Emergency Shelter	X	C	X	C	C
Hospital/Surgery (See Civic/Institutional Zone)	X	X	X	X	X
Medical Laboratory	X	X	X	C	C
Medical Office (see Professional & Administrative Offices)	---	---	---	---	---
Urgent Care Facility	X	C	C	C	C
Personal Service					
Barber/Beauty/Nail Shop	P	P	P	P	C
Dance/Music Schools/Martial Arts Studio	C	X	C	P	X
Dry Cleaner without on-site cleaning facilities	P	P	P	P	X
Dry Cleaner with on-site cleaning facilities	X	X	X	C	C
Laundromat	P	X	X	P	X
Leather, Luggage and Shoe Repair	P	P	P	P	X
Professional and Administrative Offices					
Office - Medical, Dental, Optometry, Chiropractic and the like	P	P	P	P	P
Office - Business or Professional	P	P	P	P	P
Veterinary Office	C	C	C	P	X
Residential Uses					
Live/work studio	P	P	P	P	P
Dwelling, Multi-Family	P	P	P	P	P
Dwelling, Single-Family	P	P	P	P	P

Mixed Use Residential and Commercial Development (See Subsection 16.15.030(D)) (b)	P	P	P	P	P
Home Occupations	P	P	P	P	P
Retail Commercial					
Antique Store (see also "Thrift Store")	P	P	P	P	X
Art Galleries and Studios	P	P	P	P	X
Auction businesses conducted within a building, excluding livestock sales	X	X	X	C	C
Automotive (see Automotive/Vehicle- Related Uses above)	---	---	---	---	---
Bakery, Retail (with or without on-premises baking)	P	P	P	P	P
Book Store	P	P	P	P	P
Clothing/Apparel Sales	P	P	P	P	P
Confectionary Store, Candy Sales	P	P	P	P	C
Convenience Store or Mini-market (a)	C	C	C	C	C
Department Store	X	X	C	P	P
Discount Store	P	X	C	P	C
Fabric & Craft Store	P	P	P	P	P
Flower/Gift Shop	P	P	P	P	P
Furniture, Furnishings and Appliances (Sales)	P	P	P	P	P
Grocery Store or Market	C	C	C	C	C
Hardware Store	P	X	P	P	C
Home Improvement Store with Outdoor Display of Lumber/Garden	X	X	X	C	C
Jewelry Store	P	P	P	P	C
Liquor Store (see Chapter 16.58) (a)	C*	X	C*	C*	C*
Mobile Home Sales	X	X	X	C	C
Music Store	P	P	P	P	C
Nurseries/Garden Supplies	X	X	X	P	P
Office Supplies/Equipment	X	P	P	P	P
Pet Shop/Store	X	X	C	P	P
Pharmacy	C	P	P	P	P
Plumbing Supplies	X	X	X	P	P
Shopping Center A (less than 50,000 gross square feet of leasable area)	C	X	C	C	C
Shopping Center B (from 50,000 gross square feet up to 150,000 square feet of leasable area)	X	X	X	C	C

Shopping Center C (from 150,000 gross square feet up to 400,000 square feet of leasable area)	X	X	X	C	C
Shopping Center D (over 400,000 gross square feet of leasable area)	X	X	X	X	C
Thrift Store, Secondhand Store or Sales (see also "Antique Store")	X	X	C	C	X
Warehouse Retail Store	X	X	X	C	C
Service Commercial					
Catering Service	C	C	C	P	P
Cleaning/Janitorial	X	P	X	P	P
Copy Center/Postal Center	P	P	P	P	X
Equipment Rental/Sales/Service Yard	X	X	X	C	C
Interior Design Shop	P	P	P	P	X
Laboratories (film, medical/dental)	X	C	X	C	C
Photography Shop/Studio/Film Processing	P	P	P	P	X
Printing/Publishing Facilities	X	P	C	P	P
Recycling Center (See Industrial Zones for Recycling Facility)	X	X	X	C*	C*
Travel Agency	P	P	P	P	P
Welding/Repair and Related Uses	X	X	X	C	C
Other					
Alcoholic Sales (See Chapter 16.58)	C	C	C	C	C
Small-scale Alcohol Producer (See Section 16.05.200)	X	C	C	C	C
Antenna, Satellite or Dish (See Section 16.50.020)	A*	A*	A*	A*	A*
Antenna, Wireless Communications (See Chapter 16.50)	C*	C*	C*	C*	C*
Assembly Halls (includes Church, Temple, or Other Religious Institutions) (see Chapter 16.62)	C*	C*	C*	C*	C*
Cannabis Delivery	X	X	X	X	X
Commercial Cannabis Activities	X	X	X	X	X
Cultivation of Cannabis or Medical Marijuana	X	X	X	X	X
Carnival	X	T	T	T	T
Cemetery	X	X	X	C	C
Check Cashing Business	C	X	C	P	C
Club, Lodge, and Meeting Hall (See Assembly Hall above)	---	---	---	---	---
Educational Institutions (Public or Private)	C	P	C	P	P
Drive-Thru Establishment, Non-Restaurant (see Chapter 16.66)	X	C*	X	C*	C*
Funeral Parlor/Mortuary	X	C	X	C	C

Media Broadcasting Station	C	C	C	C	C
Newsrack (See Chapter 16.68)	A*	A *	A*	A*	A*
Parking Lot for off-site use	C	C	C	C	C
Pawn Shop	X	X	C	P	X
Utility Substation	C	C	C	C	C
Swap Meet/Flea Market	X	X	T	T	T
Tattoo Studio	X	X	C	C	X
Trade/Technical School	X	P	C	P	P
Wedding Chapel	C	C	C	C	X

C. Chapter 16.58 of the Santa Paula Municipal Code is hereby amended to add a new section 16.58.015, entitled “Additional Requirements Applicable to Small-scale Alcohol Producers,” to read as follows:

§ 16.58.015 ADDITIONAL REQUIREMENTS FOR SMALL-SCALE ALCOHOL PRODUCERS.

(A) General standards.

(1) Prior to commencement of the use, a plan must be approved by the Community & Economic Development Director demonstrating compliance with the following requirements: the parcel boundaries, site elements including building location, location of any open air seating, location of parking spaces, street access, designated loading area, and any required buffers, signage, as well as the layout and square footage of each use proposed within the building.

(2) For any new construction, excluding additions of less than 50% of the existing building footprint, parking shall be located behind the front line of the principal building.

(3) For any new construction, excluding additions of less than 50% of the existing building footprint, the street elevation of the principal structure shall have at least one (1) street-oriented entrance, and contain the principal windows of the facility.

(4) A 6-foot fence and 10’ set-back is required where abutting a residential use or vacant residentially zoned or entitled parcel.

(5) Outdoor storage may be allowed with the review and approval by the Community and Economic Development Director.

(6) An area for loading and unloading shall be shown on the required plan. The loading area must be sited in a way that minimizes the impact on any surrounding neighborhood.

(7) A maximum of one (1) delivery vehicle, not to exceed two axles and 25 feet, stored on-site is permitted.

(8) The brewery, cidery, seltzery, winery, meadery or distillery must be licensed by the California Alcohol and Beverage Control (ABC) Authority.

(9) All production, packaging and retail sales may be allowed with the review and approval by the Community and Economic Development Director.

(10) A plan for disposal of any spent product that occurs as part of production shall be included in the plan submitted to the Community & Economic Development Director.

(11) Hours of operation and total allowed alcohol production volume shall be established by the required Conditional Use Permit.

(12) A sewage plan and all on-site infrastructure shall be approved by the appropriate City or County departments and shall include a waste water pre-treatment system, clarifier, or equivalent filtering device.

(B) Additional Standards in the Central Business District.

(1) No parking is required. Any parking that is provided must comply with the standards in Chapter 16.46 for off-street parking, stacking and loading.

(2) Production capacity shall not exceed 50% of the amount in the definition of each small-scale alcohol use.

(C) Development Standards – Off-street Parking, Stacking and Loading.

(1) Any parking that is provided must comply with the standards in Chapter 16.46 for off-street parking, stacking and loading except as follows:

Land Use[(1)]	**Required Off-Street Parking Spaces**	
	Resident/Guest/Employee Parking	**Compact/Business Vehicle Parking**
Commercial		
Small-scale Brewery, Cidery, Seltzery, Winery, Meadery, or Distillery	One space per 500 square feet of space not devoted to seating or waiting such as production, storage or office. 0 - 4,000 sf: 1 space per 80 sf of gross floor area	Compact: Maximum 15% where 20 spaces are provided

	>4,000 sf: 1 space per 80 sf of gross floor area for first 4,000 sf, then 1 space per 100 sf for area over 4,000 sf Outdoor seating need not be included in the calculation of required spaces.	
Downtown (CBD Zone)		
	Retain existing parking spaces.	

Abbreviations: sf=square feet
(1) Parking for all uses not specified in this table will be determined at the discretion of the Community & Economic Development Director.

SECTION 6. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Santa Paula Municipal Code.

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8: The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED AND ADOPTED this ____ day of October 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____

Monica Castillo, Interim City Attorney

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: INTRODUCTION OF ORDINANCE NO. 1330 AMENDING CHAPTER 151 FLOOD DAMAGE PREVENTION

Date: September 6, 2023

Agenda Item: 11.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Open the public hearing.
2. Waive first reading, read by title only, and introduce Ordinance No. 1330, entitled "An Ordinance of the City Council of the City of Santa Paula, Amending Sections 151.05, 151.06, 151.07, 151.12, 15.20, 151.23, 151.24, 151.25, 151.35, 151.36, 151.47 and 151.48, of the Santa Paula Municipal Code Regarding Flood Damage Prevention."

Presented by:

Clete J. Saunier, Public Works Director
Bob Woodward, City Engineer

BACKGROUND:

Pursuant to the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, the Federal Emergency Management Agency (FEMA) has identified special flood hazard areas within the boundaries of the City of Santa Paula. Such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare. The Legislature of the State of California has, in Government Code Sections 65302, 65560, and 65800, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

To maintain its participation in the National Flood Insurance Program (NFIP), the City is required to meet the criteria in Sections 59 and 60 of Title 44 Code of Federal Regulations. In addition, pursuant to the California Health and Safety Code, Division 13, Part 1.5 and Part 2.5, the City is required to administer and enforce the California Building Standards Code which contain certain provisions that apply to the design and construction of buildings and structures

in flood hazard areas. The construction and maintenance of residential, commercial, and other buildings in California is regulated by Title 24 of the California Code of Regulations, also known as the California Building Standards Code ("CBSC"), which includes the California Building Code. As building codes are updated, changes to flood damage prevention provisions of the California Building Code may be addressed as well.

ANALYSIS:

As part of a recent review of the City's floodplain management provisions contained in Chapter 151 (Flood Damage Prevention) of the City's Municipal Code conducted in a cooperative effort with representatives of FEMA and of the California Department of Water Resources (DWR), a series of updates and revisions were identified as necessary to bring Chapter 151's regulations into alignment with the current version of the California Building Code, as well as current FEMA and DWR floodplain management provisions. The updates and revisions to Chapter 151 would be accomplished by the proposed Ordinance, which will align the City's Municipal Code with the Floodplain Management Model Code that has been developed by DWR, specifically as a companion to Appendix G, Flood Resistant Construction, of the California Building Code. Among other items, the Ordinance will adopt updated provisions for mobile homes, recreational vehicles located in flood zones, as well as provisions for the regulation of flood hazards, variances, determination of substantial improvement and substantial damage, and changes to flood insurance rate maps. These updates to the City's Municipal Code are intended to precede the adoption of updated flood maps, which are planned for release by FEMA in the fall of 2023.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

There will be no direct fiscal impact to the City as a result of this amendment. However, to the extent that new construction and renovations in Santa Paula meet current codes, the longevity and value of these improvements will be enhanced and will help to support the City's tax base and local economy. Adoption of the amendment would also help to support the continued participation of the City in the NFIP, which helps to protect real property values within the City.

OPTIONS:

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

1. Do not introduce proposed Ordinance No. 1330, updating and amending Chapter 151 Flood Damage Prevention of the City's Municipal Code, which may adversely affect the City's standing and participation in the National Flood Insurance Program.
2. Direct staff to modify the proposed Ordinance No. 1330 and bring back the modified ordinance to Council for reintroduction.

ATTACHMENTS:

Attachment A - Ordinance No 1330 Flood Damage Prevention

ORDINANCE NO. 1330

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, AMENDING SECTIONS 151.05, 151.06, 151.07, 151.12, 151.20, 151.23, 151.24, 151.25, 151.35, 151.36, 151.47, AND 151.48, OF THE SANTA PAULA MUNICIPAL CODE REGARDING FLOOD DAMAGE PREVENTION.

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

SECTION 1. The City Council finds as follows:

A. The legislature of the State of California has in Cal. Gov't Code §§ 65302, 65560 and 65800 conferred upon local government units authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council does ordain the regulations as set out in Chapter 151 regarding Flood Damage Prevention.

B. The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extra-ordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

C. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood proofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

D. Chapter 151 was originally adopted in 1981, then amended in 1988, 2000 and finally in 2009.

E. The City now desires to amend the Flood Damage Prevention chapter to update the terms of specific sections to bring them up to state requirements.

SECTION 2. Section 151.05 of the Santa Paula Municipal Code, entitled “Definitions”, is hereby amended to read in full as follows:

“151.05 DEFINITIONS.
Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter.

Words and phrases not given a meaning by this chapter have the meaning set forth in the National Flood Insurance Program (42 U.S.C. §§ 40001, et seq.) and the regulations promulgated to implement the National Flood Insurance Program (44 Code of Federal Regulations §§ 59.1 to 59.30; 60.1 to 60.26).

APPEAL. A request for a review of the Floodplain Administrator's interpretation of any provision of this chapter or a request for a variance.

APPEALS BOARD. A board consisting of members who are qualified by experience and training to pass on matters pertaining to floodplain management, regulation and associated engineering and are not employees of the City, as per the provisions of Section 113 and Appendix B of the California Building Code (CBC) (CCR Title 24 Part 2), except that that references to building official shall be replaced by Floodplain Administrator.

AREA OF SHALLOW FLOODING. A designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident.

BASE FLOOD. The flood having a one percent chance of being equaled or exceeded in any given year (also called the “one-hundred-year flood”).

BASEMENT. Any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALLS. Any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is designed to break away under wave action without causing any damage to the structural integrity of the building on which they are used or any buildings to which they might be carried by floodwaters. A breakaway wall shall have a safe design loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls must be certified by a registered engineer or architect and shall meet the following conditions:

(1) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and

(2) The elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.

COMMUNITY. Any state or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or Alaska Native village or authorized native organization, which has authority to adopt and enforce flood plain management regulations for the areas within its jurisdiction. When used in this chapter, “Community” means the City of Santa Paula, unless the context clearly indicates otherwise.

DEVELOPMENT. Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations, flood control projects, and other land-disturbing activities.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. A manufactured home park for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) are completed before the effective date of a given regulation in this chapter.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, either final site grading or pouring of concrete pads, or the construction of streets).

FLOOD or FLOODING. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of floodwaters, the unusual and rapid accumulation or runoff of surface waters from any source, and/or the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

FLOOD BOUNDARY AND FLOODWAY MAP. The official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of flood hazard and the floodway.

FLOOD INSURANCE RATE MAP (FIRM). The official map of the community, on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the special hazard areas and the risk premium zones applicable to the Community.

FLOOD INSURANCE STUDY. The official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

FLOODPLAIN or FLOOD-PRONE AREA. Any land area susceptible to being inundated by water from any source (see definition of “flooding”).

FLOODPLAIN MANAGEMENT. The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS. Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING. Any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as “regulatory floodway.”

FUNCTIONALLY DEPENDENT USE. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE. Any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior; or

(b) Directly by the Secretary of the Interior in states without approved programs.

LOWEST FLOOR. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.

MANUFACTURED HOME. A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

MANUFACTURED HOME PARK OR SUBDIVISION. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for sale or rent.

MEAN SEA LEVEL. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION. For floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a given floodplain management regulation adopted by the Community.

NEW MANUFACTURED HOME PARK OR SUBDIVISION. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of

concrete pads) is completed on or after the effective date of a given floodplain management regulation adopted by the Community.

ONE-HUNDRED-YEAR FLOOD or 100-YEAR FLOOD. A flood which has a one percent annual probability of being equaled or exceeded. It is identical to the “base flood,” which will be the term used throughout this chapter.

PERSON. An individual or his agent, firm, partnership, association or corporation, or agent of the aforementioned groups, or this state or its agencies or political subdivisions.

RECREATIONAL VEHICLE. A vehicle which is:

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REMEDY A VIOLATION. To bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this chapter or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

RIVERINE. Relating to, formed by, or resembling a river (including tributaries), stream, brook, and the like.

SPECIAL FLOOD HAZARD AREA (SFHA). An area having special flood or flood-related erosion hazards, and shown on an FHBM of FIRM as A, AO, A1-30, AE, A99, or AH Zone.

START OF CONSTRUCTION. Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit

date. The actual START OF CONSTRUCTION means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. PERMANENT CONSTRUCTION does not include land preparation such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

STRUCTURE. A walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either: Before the improvement or repair is started; or if the structure has been damaged, and is being restored, before the damage occurred. For the purposes of this definition, SUBSTANTIAL IMPROVEMENT is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either:

(1) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or

(2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

VARIANCE. A grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

VIOLATION. The failure of a structure or other development to be fully compliant with the Community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided."

SECTION 3. Section 151.06 of the Santa Paula Municipal Code, entitled “Applicability”, is hereby amended to read in full as follows:

“151.06 APPLICABILITY.

These regulations, in conjunction with the building codes, provide minimum requirements for development located in flood hazard areas, including the subdivision of land; filling, grading and other site improvements; installation of utilities; installation, placement and replacement of manufactured homes; placement of recreational vehicles; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; certain building work exempt from permit under the building codes; and flood control projects.”

SECTION 4. Section 151.07 of the Santa Paula Municipal Code, entitled “Basis for Establishing the Areas of Special Flood Hazard”, is hereby amended to read in full as follows:

“151.07 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for the City, dated September 3, 1997, and accompanying Flood Insurance Rate Map (FIRM), dated September 3, 1997, and all subsequent amendments and/or revisions are hereby adopted by reference and declared to be a part of this section. This FIS and attendant mapping is the minimum area of applicability of this section and may be supplemented by studies for other areas that allow implementation of this section and are recommended to the City Council by the Floodplain Administrator. The FIS and FIRM are on file in the office of the Floodplain Administrator at 970 E. Ventura Street, Santa Paula, California.”

SECTION 5. Section 151.12 of the Santa Paula Municipal Code, entitled “Severability”, is hereby amended to read in full as follows:

“151.12 SEVERABILITY.
If any section, section, sentence, clause or phrase of this chapter is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any part thereof, other than the part so declared.”

SECTION 6: Section 151.20 of the Santa Paula Municipal Code, entitled “Severability”, is hereby amended to read in full as follows:

“§ 151.20 STANDARDS OF CONSTRUCTION.

In all areas of special flood hazards the following standards are required:

(A) Anchoring.

(1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(2) All manufacturing homes shall meet the anchoring standards of § 151.23.

(B) Construction materials and methods.

(1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

(2) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

(3) All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(4) Require within the AH or AO Zones, adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

(C) Elevation and floodproofing.

(1) New construction and substantial improvement of any structure shall have the lowest floor, including basement, elevated at least 1 foot above the base flood elevation. Nonresidential structures may meet the standards in subdivision (3) of this division. Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered professional engineer or surveyor to be properly elevated. Such certification or verification shall be provided to the Floodplain Administrator.

(2) New construction and substantial improvement of any structure in the AO Zone shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM, or at least two feet if no depth number is specified. Nonresidential structures may meet the standards in subdivision (3) of this division. Upon the completion of the structure, the

elevation of the lowest floor, including basement, shall be certified by a registered professional engineer or surveyor to be properly elevated. Such certification or verification shall be provided to the Floodplain Administrator.

(3) Nonresidential construction shall either be elevated in conformance with subdivisions (1) or (2) of this division or together with attendant utility and sanitary facilities:

(a) Be floodproofed so that below the base flood level, the structure is watertight with walls substantially impermeable to the passage of water;

(b) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

(c) Be certified by a registered professional engineer or architect that the standards of this division are satisfied. Such certifications shall be provided to the Floodplain Administrator.

(4) Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) Either a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters; or

(b) Be certified to comply with a local floodproofing standard approved by the Federal Insurance Administration.

(5) Manufactured homes shall also meet the standards in § 151.23."

SECTION 6: Section 151.23 of the Santa Paula Municipal Code, entitled "Standards for Manufactured Homes", is hereby amended to read in full as follows:

"151.23 STANDARDS FOR MANUFACTURED HOMES.

All new and replacement manufactured homes and additions to manufactured homes shall:

(A) Installation. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to the Business and Professions Code and shall comply with the requirements of the Department of Housing and Community Development (HCD) and the requirements of these regulations. In addition to permits pursuant to these regulations, permits from the HCD are required where the HCD is the enforcement agency for installation of manufactured homes. Upon completion of installation and prior to the final inspection by the Floodplain Administrator, the installer shall submit certification of the elevation of the manufactured home, prepared by a licensed land surveyor or registered civil engineer, to the Floodplain Administrator.

(B) Foundations. All new and replacement manufactured homes, including substantial improvement of manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of Section R322.2 of the California Residential Code (CRC) (CCR Title 24 Part 2.5) and these regulations. Foundations for manufactured homes subject to Section 151.23(E) of these regulations are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

(C) Anchoring. All new and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. Methods of anchoring are authorized to include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind loads and seismic loads.

(D) General elevation requirement. Unless subject to the requirements of Section 151.23(E) of these regulations, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the lowest floor, or bottom of the lowest horizontal member of the lowest floor, as applicable to the flood hazard area, is at least 1 foot above the base flood elevation.

(E) Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 151.23(D) of these

regulations, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as a result of flooding has occurred, shall be elevated such that either the:

(1) Lowest floor, or bottom of the lowest horizontal structural member, as applicable to the flood hazard area, is at or above the base flood elevation.

(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

(F) Flood damage-resistant materials. Materials below elevated manufactured homes shall comply with the flood-damage resistant materials requirements of Section R322 of the CRC (CCR Title 24 Part 2.5).

(G) Enclosures. Fully enclosed areas below elevated manufactured homes shall comply with the enclosed area requirements of Section R322 of the CRC (CCR Title 24 Part 2.5).

(H) Protection of mechanical equipment and outside appliances. Mechanical equipment and outside appliances shall be elevated to or above the lowest floor or bottom of the lowest horizontal structural member of the manufactured home, as applicable to the flood hazard area.
Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 151.23(D) or Section 151.23(E), as applicable, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).('81 Code, § 15.44.190) (Ord. 906, passed - -88) Penalty, see Ch. 13

SECTION 7: Section 151.24 of the Santa Paula Municipal Code, entitled “Standards for Recreational Vehicles”, is hereby amended to read in full as follows:

“151.24 STANDARDS FOR RECREATIONAL VEHICLES.

(A) Temporary placement. Recreational vehicles in flood hazard areas, shall be placed on a site for less than 180 consecutive days or shall be fully licensed and ready for highway use. Ready for highway use means the recreational vehicle is on wheels or

jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions, such as rooms, stairs, decks and porches.

(B) Permanent placement. Recreational vehicles that do not meet the limitations in Section 151.24(A) for temporary placement shall meet the requirements of Section 151.23 for manufactured homes."

SECTION 8: Section 151.25 of the Santa Paula Municipal Code, entitled "Floodways", is hereby amended to read in full as follows:

"151.25 FLOODWAYS.

(A) Located within areas of special flood hazard established in § 151.07 are areas designated as floodways.

(B) Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

(1) Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(2) If subdivision (1) of this division is satisfied, all new construction and substantial improvements shall comply with all other applicable flood hazard reduction provisions of this subchapter."

SECTION 9: Section 151.35 of the Santa Paula Municipal Code, entitled "Appeals Board", is hereby amended to read in full as follows:

"151.35 APPEALS BOARD.

(A) The Appeals Board shall hear and decide appeals and requests for variances from the requirements of this chapter and shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this chapter. .

(B) Any interested person may appeal action taken by the Appeals Board to the City Council.

(C) In passing upon such appeals and variance applications, the Appeals Board and the City Council shall consider all technical evaluations, all relevant factors, and standards specified in other sections of this chapter, and:

(1) The danger that materials may be swept onto other lands to the injury of others;

(2) The danger of life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(4) The importance of the services provided by the proposed facility to the community;

(5) The necessity to the facility of a waterfront location, where applicable;

(6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

(7) The compatibility of the proposed use with existing and anticipated development;

(8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) The safety of access to the property in time of flood for ordinary and emergency vehicles;

(10) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and

(11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

(D) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing subdivisions (1) through (11) of division (C) of this section have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

(E) Upon consideration of the factors of division (C) of this section and the purposes of this chapter, the Appeals Board or City Council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

(F) The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance, and report such variances to the Federal Insurance Administration, Federal Emergency Management Agency."

SECTION 10: Section 151.36 of the Santa Paula Municipal Code, entitled "Conditions for Variances", is hereby amended to read in full as follows:

"151.36 CONDITIONS FOR VARIANCES.

(A) A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic structure upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure..

(B) Variances cannot be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(C) Variances may only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(D) Variances can only be issued upon:

(1) A showing of good and sufficient cause;

(2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

(3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(E) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the provisions of divisions (A) through (D) of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(F) Any applicant to whom a variance is granted must be given written notice, over the signature of the Floodplain Administrator, that issuing a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage and such construction below the base flood level increases risks to life and property. A copy of the notice must be recorded by the Floodplain Administrator in the office of the County Recorder and be recorded in a manner so that it appears in the claim of title of the affected parcel of land."

SECTION 11: Section 151.47 of the Santa Paula Municipal Code, entitled "Designation of the Floodplain Administrator", is hereby amended to read in full as follows:

"151.47 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.

The Public Works Director or the City Engineer, when so designated by the Director, shall serve as the Flood Plain Administrator, and shall administer and implement this chapter by granting or denying development permits in accordance with its provisions."

SECTION 12: Section 151.48 of the Santa Paula Municipal Code, entitled "Duties and Responsibilities of the Floodplain Administrator", is hereby amended to read in full as follows:

"151.48 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to:

(A) Permit review.

(1) Review all development permits to determine that the permit requirements of this chapter have been satisfied;

(2) All other required state and federal permits have been obtained;

(3) The site is reasonably safe from flooding;

(4) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the effective Flood Insurance Study or on the effective FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community.

(B) When base flood elevation data has not been provided in accordance with § 151.07, the Floodplain Administrator shall obtain review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer §§ 151.20 through 151.24 of this chapter. Any such information shall be submitted to the City Council for adoption.

(C) Whenever a watercourse is to be altered or relocated:

(1) Notify adjacent communities and the California Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.

(2) Require that the flood-carrying capacity of the altered or relocated portion of said watercourse is maintained.

(D) Obtain and maintain for public inspection and make available as needed:

(1) The certification required in §§ 151.20(C)(1), (C)(2), (C)(3)(c), and (C)(4)(a) and (b);

(2) The certified elevation required in § 151.22(B);

(3) The certification required in § 151.24(B)(1).

(E) Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in §§ 151.35 and 151.36.

(F) Take action to remedy violations of this chapter as specified in § 151.08.

(G) Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.

(2) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, when applicable, to the market value of the building or structure.

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage.

(4) Notify the applicant when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant when it is determined that work does not constitute substantial improvement or repair of substantial damage.

(H) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses indicate changes in base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.

(I) When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be

prepared by a qualified CA Licensed Civil Engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant. Provided FEMA issues a Conditional Letter of Map Revision, construction of proposed flood control projects and land preparation for development are permitted, including clearing, excavation, grading, and filling. Permits for construction of buildings shall not be issued until the applicant satisfies the FEMA requirements for issuance of a Letter of Map Revision."

SECTION 13: *Effective Date*. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 14. *California Environmental Quality Act.* The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(c)(3) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15060(c)(3) and 15378 (the activity is not a project under CEQA) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 15. *Severability.* If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

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SECTION 16. *Certification and Publication.* The City Clerk of the City of Santa Paula shall certify to the adoption of this Ordinance and cause publication to occur in a newspaper of general circulation and published and circulated in the City in a manner permitted under California Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Santa Paula, California on the ____ day of October, 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, CMC, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, Interim City Attorney

APPROVED AS TO CONTENT:

_____
Dan Singer, City Manager

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CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPOINTMENTS TO COMMISSIONS AND COMMITTEES

Date: September 6, 2023

Agenda Item: 12.A

RECOMMENDATION:

Staff Recommends that the City Council:

1. Appoint applicants to various Commissions and Committees.

Presented by: Julie Latshaw, City Clerk

BACKGROUND:

The City Clerk's office published Vacancy Notices for all open positions on Commissions, Committees and Boards, in the Santa Paula Times and on the city website and social media during the month of August.

In May 2023, Council appointed one returning applicant Commissioner to the Planning Commission. Since that time, two Commissioners terms expired September 4, 2023.

- **Planning Commission vacancies** to fill two vacancies for four-year terms (9/6/2023-9/6/2027). Applicant: Austin Auger is a returning applicant, who was serving a partial term 2/1/2023-9/4/2023; and Maria Grace Kelly is a returning applicant, who was serving a partial term 11/3/2021-9/4/2023. No other applications have been received. Staff recommends no interview and appointment of the returning applicants. If applicants are appointed, this committee will be filled.

In May 2022, Council appointed one new member and in July 2021, Council appointed four new members to the Senior Advisory Committee. Since that time, four member's terms expired July 7, 2023.

- **Senior Advisory Committee vacancies** to fill two of four vacancies for two-years term (9/6/2023-9/6/2025). Applicants: Pamela Marshall is a returning applicant, who was serving a two-year term 7/7/2021-7/7/2023; and Gary Wellman is a returning applicant, who was serving a two-year term 7/7/2021-7/7/2023. Staff recommends appointment of the returning applicants. If both applicants are appointed, this committee will continue to have two open vacancies, of which staff will continue to advertise.

In February 2023, Council appointed one new member, filling the regular adult committee members. Since that time, the city has continued to advertise for two youth members between the ages of 14 and 17 at the time of appointment that would serve for terms of one-year, or until a successor has been duly qualified and appointed.

- **Recreation Commission Youth Vacancy** to fill one vacancy for a term of one-year, or until a successor has been duly qualified and appointed, serving (9/6/2023-9/6/2024). Applicant: Lupita Cisneros was interviewed by Council at a Special Meeting on 9/6/2023. If applicant is appointed, the Recreation Commission will continue to have one open vacancy, of which staff will continue to advertise.

ANALYSIS:

None.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

There are no associated fiscal impacts from this item.

OPTIONS:

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

1. Decline to appoint one or more applicants; and
2. Direct staff to continue advertising for additional applicants.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: APPROVAL OF A YOUTH APPRENTICESHIP READINESS ACCELERATOR (YARA) PROGRAM

Date: September 6, 2023

Agenda Item: 12.B

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to execute all agreements related to the Youth Apprenticeship Readiness Accelerator (YARA) Program in a form approved by the City Attorney; and

2. Adopt Resolution No. 7479 establishing partial funding obligations associated with the City's disbursement of American Rescue Plan Act (ARPA) funds allocating $100,000 of funding for the YARA program.

Presented by: Greg Barnes, Parks and Recreation Director

BACKGROUND:

The Youth Apprenticeship Readiness Accelerator Program (YARA) is a 12-week accelerator pipeline for youth and young-adults, ages 16-24 years old, that helps them enter traditional and emerging workforce areas.

YARA will position graduates to transition directly into the job market with the necessary skill sets and qualifications for apprenticeship. YARA will prepare their graduates to enter a formal apprenticeship program.

The California PAL Youth Apprenticeship Readiness Model offers a collective of public-private organizations and agencies providing a suite of education and career path services to youth and young adults with the following objectives:

- Provide workforce development and pre-apprenticeship programs to meet the skilled and trained labor force needs across Ventura County and Santa Barbara County;
- Provide social mobility opportunities that close the wealth gap by creating pathways to living wage jobs, and economic equity;
- Engage our key partners and collaborators, business and community leaders,

and educational institutions in creating career pathways and mentorship opportunities for youth.
- Eliminate barriers to entry into a career in the trades by aligning state, federal, and private workforce development efforts in Ventura, Santa Barbara, and Sacramento Counties.

The program received funding from the State of California to continue to address the compounded challenges brought to light by the effects of COVID-19, including loss of jobs. The program will also position under-resourced youth to transition into workforce and careers across California.

Over the past few months, staff has had discussions with representatives from the YARA Program regarding a possible partnership to bring this opportunity to the Santa Paula Community.

Those discussions led to a request by staff at the June 21, 2023, City Council meeting to set aside American Rescue Plan Act (ARPA) funds for a future discussion about YARA and the programs offerings.

ANALYSIS:

The program would consist of two cohorts per year over the next two years. The allocated ARPA funds, $100,000, would be used to pay for the class instructor. In addition, the City would provide class space for the cohort to meet two times per week during the 12-week sessions. Each cohort would consist of 12-15 students.

California State PAL would provide the funding for all the administrative costs, travel, food, and other related program costs including a stipend for each participant.

Provided Council approves the funding allocation at tonight's meeting, staff is ready to work alongside the YARA administration to recruit and promote this opportunity and work towards an aggressive timeline of hosting our first cohort before the end of the calendar year.

STRATEGIC PLAN:

Approval of this item moves the City closer to completing City Council's two-year Strategic Plan, Section F. Community Vitality, Objective #2 Internships - Expand and enhance a Citywide Internship and Apprentice Program by helping Santa Paula youth transition into the workforce and careers across California.

FISCAL IMPACTS:

On June 21, 2023, Council had a discussion related to the American Rescue Plan Act (ARPA) funds and subsequently adopted Resolution 7467, amending the City’s operating and CIP budget for FY2022-23. Prior to adopting the resolution, Council agreed to set aside $100,000 which was originally determined to go to the Santa Paula Police Department remodel, in future consideration for a potential apprenticeship program such as YARA. As such, $100,000 of ARPA funds are available for this effort.

The allocation request in Resolution No. 7479 includes revenues and expenses related to this

effort.

OPTIONS:

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

1. Approve the program, but do not allocate ARPA funding. This option will require staff to look for alternative funding sources; or

2. Provide alternative direction to staff; or

3. Do not approve a partnership with YARA. As a result, staff would have to research other possible apprenticeship programs.

ATTACHMENTS:

Santa Paula Ventura County YARA Informational Orientation Deck.pdf
Resolution No. 7479 Amending the City's Operating and CIP Budget for FY2023-24.docx

CALIFORNIA PAL INNOVATIONS IN YOUTH APPRENTICESHIP READINESS PATHWAY

Accelerator 9.0 - Promoting Employment, Living Wage Jobs and Life-Long Careers

Pre-Apprenticeship Activities Begin

Law Enforcement & Community Engagement

- Outreach & Recruitment by Officers
- Outreach & Employment Fair
  - Introduce Apprentice Opportunities
  - Exhibitors From Trade

Advisory Council

- Engage Local Leaders to Promote Trades
- Create Applicant Pool
- Create Employment Opportunities & Pathways
- Engage Employers to Improve Job Quality, Reduce Barriers to Employment & Training





Certifications

- MC3 Certification (6 weeks)
- OSHA 10 Certification (2 weeks)
- Green Resources Certification (2 weeks)

Life After High School Conference

- 4-days, 3-Nights Fresno State University
- College/Career Readiness Workshops & Fair
- Life Skills, Resume & Business Interviews
- Motivational & Guest Speakers from Trades





Academic Support

- Diploma or GED Tract
- Career Pre-Requisite Tutoring

Building Project

- Onsite Projects



Grad Week

- Construction Olympics
- Formal Graduation Ceremony
- Graduation Barbeque





Economic & Racial Equity

- Skilled & Trained
- Living Wage
- Community Reinvestment
  - Home Ownership
  - College Access

Employment

- Participants Eligible for 4-year Apprenticeship
- Construction Companies Invited to Sponsor Apprentices
- Pathway to Construction Career



Blueprint for Youth Apprenticeship Readiness Model



RESOLUTION NO. 7479

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

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

A. The City Council adopted the Operating Budget and Capital Improvement program for Fiscal Year 2023/24 on June 21, 2023.

B. The Fiscal Year 2022/23 Budget revenues have increased by $3.5 million in FY 22/23 due to additional funding made available by the American Rescue Plan Act ("ARPA").

C. The Council discussed various ways to allocate the ARPA funds in various study sessions over the past nineteen months.

D. Previous budget allocations ARPA funds for Fiscal Years 2020/21 and 2021/22 were approved by Council via Resolutions 7467, 7342, 7347, 7351, 7352, 7366, 7381, 7416, and 7418.

SECTION 2: The City Manager has proposed a budget adjustment as described in the Council report dated September 6, 2023 for Fiscal Years 2023/24 based direction provided by the City Council.

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

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

GENERAL LEDGER	USE OF FUNDS DESCRIPTION	INCREASE	DECREASE
412-4-7500-4277	Unallocated ARPA Funds	$ 100,000	
412-5-1502-209	YARA Program	$ 100,000	

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 said City; will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this 6th day of September, 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, Interim City Attorney

Approved as to content:

_____
Dan Singer, City Manager

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: FINANCING AGREEMENT FOR ADVANCED WATER TREATMENT FACILITY

Date: September 6, 2023

Agenda Item: 12.C

RECOMMENDATION:

Staff recommends that the City Council, sitting as the City Council of the City and the Board of Directors of the Santa Paula Utility Authority:

1. Adopt Resolution No. 7474 authorizing each of the Executive Director and Chair and their written designees to execute and deliver the Financing Agreement in the name of and on behalf of the Utility Authority for the final development and construction of the Advanced Water Treatment Facility.

Presented by:

Clete J. Saunier, Public Works Director
Eileen Shields, MKN & Associates

BACKGROUND:

The Authority currently leases the City's municipal wastewater collection system from the City under a lease executed in 2010 and amendments thereto.

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

The City has been developing an Advanced Water Treatment Facility Project to bring the WRF treated effluent into compliance with the effluent chloride limit at an anticipated capital cost of over $20 Million and an anticipated operating and maintenance cost of over $1 Million per year.

As part of the project, City staff has been pursuing low-interest financing. In order to assist the City in financing improvements to the system, the City and the Authority have proposed to undertake financing for the design and construction of the project from the State Water Resources Control Board (SWRCB), Division of Financial Assistance administers the Clean Water State Revolving Fund (CWSRF) loan program, which repayment obligation will be a special limited obligation of the Authority. The CWSRF program has a fixed amount of funds available each year and provides loans to agencies for wastewater and recycled water projects based on a priority scoring system. The program's low interest rates, now at 2.6%, and other favorable terms help lower total project costs, maximizing benefits to ratepayers.

In December 2020, the City completed the CWSRF loan application for the Project. In April 2021, SWRCB determined that the City's project was "fundable", and the SWRCB began the full application review process. In January 2022, the City received notification that the SWRCB completed the environmental review and they were beginning the financial and legal reviews. The final loan agreement was not received until May 2023. City staff, general counsel, and bond counsel completed review of the loan agreement.

In 2022, due to a downward trend in the WRF treated effluent chloride concentrations, the City performed a Chloride Study to try to identify potential chloride sources in the collection system and estimate whether the downward trend in chloride concentration is likely to continue. In November 2022, City staff presented the Wastewater System Collection System Chloride Source Evaluation technical memorandum (TM). The TM summarized a study conducted by the City, Ventura Regional Sanitation District (VRSD), and MKN. The objective of the study was to evaluate concentrations of chloride in Santa Paula's wastewater collection system in an attempt to identify potential sources, consider potential source control measures, and estimate whether the downward trend in chloride concentration is likely to continue. While the sampling program could not confirm the cause of reduction in chloride levels, it indicated collection system conditions will drive WRF effluent chloride concentrations. Collection system samples were routinely above 100 mg/L and some were above 110 mg/L, the current WRF chloride limit. City Council directed staff to request an extension to the interim milestones of the CDO to continue studying the collection system chloride levels and evaluate the potential for the WRF to meet the chloride limits without the AWTF Project.

At the August 16, 2023 City Council Meeting, City Council received an update on the Wastewater Chloride Source Identification Study. Based on the historical trend of decreasing chlorides in the WRF Effluent and the high costs of the AWTF Project, the City has been working to develop a Chloride Source Identification Study to explore chloride reduction strategies, while simultaneously continuing efforts towards final execution of a final CWSRF loan agreement with the SWRCB for the AWTF in case the additional treated is needed at the WRF to control chlorides and meet permit limits. It is understood through conversations with staff at SWRCB Division of Financial Assistance (DFA) that the agreement can be executed and interest will not accrue until the City submits payment requests for reimbursement of eligible expenses. Additionally, DFA staff have verbally indicated that as long as the general scope of the project has not substantially changed, the CWSRF Loan could still be used to finance a smaller AWTF project with the loan amount amended, as needed.

ANALYSIS:

SRF Financing Agreement

In May 2023, the City and Authority received the final form of the financing agreement from SWRQCB for review and execution (attached as Exhibit B). Staff and legal counsel have reviewed Resolution 7474 and it is attached as Exhibit A. Resolution 7474 authorizes the execution and delivery of and approves a financing agreement with the California State Water Resources Control Board along with certain other actions in connection therewith for the AWTF Project. General Counsel's opinion, supporting execution of the financing agreement is included as Exhibit C. The City Council approved the City's participation in the financing pursuant to Council Resolution 7308 adopted November 18, 2020.

Staff recommends adoption of Resolution 7474. This secures the CWSRF loan for the AWTF Project. Staff recommends not submitting any reimbursement requests, which would draw on the loan, until results of the Chloride Source Identification Study are available and City Council is able to review and determine the desired path forward. It is anticipated that the alternative paths forward for the project consist of the following:

1. Chloride Source Identification Study identifies one or more sources that appear to be contributing to high wastewater chlorides and source control strategies are developed, resulting WRF effluent chlorides are consistently below limit of 110 mg/L without additional treatment required.
2. Chloride Source Identification Study determines there are not identifiable contributors to the wastewater chlorides and it is found that chlorides cannot be controlled in the collection system. At which time, two options can be pursued:
    1. Move forward with AWTF Project as currently designed.
    2. Re-evaluate AWTF design criteria, as recent data suggest the project may be oversized.

The initial tasks of the Chloride Source Identification workplan have been completed. Staff anticipates receiving the draft report expected by October 2023, and will return to City Council with an update in October or November 2023

Next Steps:

Staff recommends the following next steps:

1. Adopt Resolution 7474 authorizing the execution and delivery of and approving a financing agreement with the California State Water Resources Control Board along with certain other actions in connection therewith for the AWTF Project.
2. Execute and return CWSRF financing agreement.
3. Submit an update to LARWQCB regarding completion of the loan agreement and provide update on chloride study.
4. Complete Chloride Source Identification Study. Staff anticipates receiving a draft report by October 2023.
5. Based on results of the Chloride Study, determine path forward for AWTF and/or control of chlorides in the treated WRF effluent.

Good Faith Estimates. California Government Code Section 5852.1 requires that good faith estimates of specified information are disclosed and available to the public prior to undertaking a financing of this type. Information meeting the requirement has been obtained from the City's municipal advisor and is set forth in Exhibit A to the Resolution.

STRATEGIC PLAN:

This item is not a goal or objective in the City Council's two-year Strategic Plan, however, it will allow for a low-interest loan to fund the AWTF Project if and when City Council determines the Project is required for meeting treatment requirements at the WRF.

FISCAL IMPACTS:

Fiscal impacts would be realized if and when the City submits a reimbursement request, which would draw on the loan and begin to accrue interest. We do not recommend the City submit any reimbursement requests until after the Chloride Study is completed, City Council is presented with information, and only if City Council decides to move forward with the AWTF Project.

The annual payment on a $20.5m loan with a 2.6% interest rate is $985,000. Should the need to move forward with the project be needed, staff will return for an allocation request at a later time.

OPTIONS:

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

1. Do not adopt Resolution 7474. This results in not executing the low-interest loan for the AWTF Project and risks funding for the construction, should the City move forward with the project in the future.
2. Provide alternative direction to staff.

ATTACHMENTS:

Exhibit B - Santa Paula Utility Authority Agreement.pdf
Exhibit C - General Counsel Opinions SPUA & COSP for SRF Loan.pdf
Exhibit A - Authority Reso 7474 Authorizing ISA SRF Loan Agmt

EXHIBIT B

State Revolving Fund Loan Agreement for City of Santa Paula Advanced Water Treatment Facility

May 16, 2023

Santa Paula Utility Authority
Attn: Dan Singer, Executive Director
PO Box 569
Santa Paula, CA 93061

Agreement Number: D2201018
Project Number: C-06-8577-110

Please review, and if appropriate, electronically sign the signature page of the Agreement via Adobe Sign no later than thirty (30) calendar days from the date of this letter. Once electronically signed, the Agreement will be routed automatically to the next signer. You will automatically receive a copy of the fully executed Agreement via Adobe Sign once the final signer has signed. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board (State Water Board).

For the Funding Agreement to be executed by the State Water Board, the following items **must also be returned electronically with the signed signature pages**: The Opinion will need to be dated and signed on or after the date the agreement is signed. Counsel can file and attach the letters and submit them back to Adobe.

1. Opinion of General Counsel.
2. Bond Counsel Letter.
3. Closing Resolution.

If you have questions about the General Counsel Opinion Letter, Bond Counsel Letter, and Closing Resolution should be directed by your legal counsel to Anthony Austin, at (916) 319-8558 or email at Anthony.Austin@waterboards.ca.gov.

Be aware that all projects receiving funding must comply with all applicable implementing guidelines and regulations adopted by the California Department of Industrial Relations (DIR), regarding state prevailing wage requirements. You must contact DIR for guidance on how to comply. Information can be found at: http://www.dir.ca.gov/lcp.asp.

Davis Bacon Compliance:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/davisbacon.shtml

Disadvantaged Business Enterprise (DBE)
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/dbe_compliance_guidelines_instructions.pdf

We strive to provide superior service to our recipients and would appreciate your feedback on the application process. Please assist us in completing a 5-minute Customer Satisfaction Survey at https://www.surveymonkey.com/s/CWSRFSatisfaction so we can continue to improve on our service and process. Your comments are valuable to the success of the CWSRF Program. Thank you for your time and we look forward to continuing to work with you.

Your Agreement may be funded with Federal Capitalization Grants (Catalog of Federal Domestic Assistance No. 66.458 OR DW Catalog of Federal Domestic Assistance No. 66.468). If your financing agreement is funded with a Federal Capitalization Grant, you must comply with the rules and regulations in Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. These requirements include the submission of a single or program audit if you expend $750,000 or more of Federal funds during your fiscal year. The receipt of Federal funds may be directly from the Federal government or via a pass-through entity such as the State Water Resources Control Board. In addition to other reporting requirements, ***your Single Audit Report must be submitted to the State Controller's Office and to the State Water Resources Control Board, Division of Financial Assistance within nine months after the end of your fiscal year.***

Ms. Koreenia Harmon may be contacted at (916) 319-0807 or Koreenia.Harmon@waterboards.ca.gov.

Enclosures

Clean Water
State Revolving Fund

CLEAN WATER

SANTA PAULA UTILITY AUTHORITY (RECIPIENT)

AND

CITY OF SANTA PAULA (CITY)

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD (STATE WATER BOARD)

CALIFORNIA
Water Boards
STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

CONSTRUCTION
INSTALLMENT SALE AGREEMENT
CITY OF SANTA PAULA ADVANCED WATER TREATMENT FACILITY
PROJECT NO. C-06-8577-110

AGREEMENT NO. D2201018

PROJECT FUNDING AMOUNT: $20,340,000
ESTIMATED REASONABLE PROJECT COST: $20,340,000

ELIGIBLE WORK START DATE: AUGUST 1, 2019
ELIGIBLE CONSTRUCTION START DATE: NOVEMBER 30, 2023
CONSTRUCTION COMPLETION DATE: JULY 31, 2026
FINAL REIMBURSEMENT REQUEST DATE: JANUARY 29, 2027
FINAL PAYMENT DATE: JULY 31, 2056
RECORDS RETENTION END DATE: JULY 31, 2062

dobe Acrobat Sign Transaction Number: CBJCHBCAABAAhN8qGQhx6gZcGoybdTnE89NjVnQR4frB

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AGREEMENT

1. AUTHORITY.

(a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Installment Sale Agreement (Agreement) pursuant to Section 13475 et seq. of the Water Code, and Resolution Nos. 2019-0064 and 2022-0040.

(b) The City of Santa Paula (City) is authorized to enter into this Agreement pursuant to Resolution No. 7038, dated November 18, 2020.

(c) The Santa Paula Utility Authority (Authority or Recipient) is authorized to enter into this Agreement pursuant to Resolution No.7398, dated May 4, 2020.

2. INTENTION.

(a) The Recipient desires to receive financial assistance for and undertake work required for the wastewater construction Project according to the terms and conditions set forth in this Agreement.

(b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement, with the expectation that the Recipient shall repay all of the financial assistance to the State Water Board.

(c) The Recipient intends to evidence its obligation to submit Payments to the State Water Board and secure its obligation with Net Revenues of its wastewater enterprise, as set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

(d) The Recipient intends to certify and evidence its compliance with the Tax Covenants set forth in Exhibit F.

(e) The City intends to operate and maintain the System as the appointed agent of the Recipient. Pursuant to a Wastewater Enterprise Lease Agreement, dated February 1, 2010, and amendments, by and between the Recipient and the City, the City was appointed as the Recipient's agent to carry out all aspects of the operation and maintenance of the System.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board, the City, and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

(a) The Recipient hereby sells to the State Water Board and the State Water Board hereby purchases from the Recipient the Project. Simultaneously therewith, the Recipient hereby purchases from the State Water Board, and the State Water Board hereby sells to the Recipient, the Project in accordance with the provisions of this Agreement. All right, title, and interest in the Project shall immediately vest in the Recipient on the date of execution and delivery of this Agreement by the parties without further action on the part of the Recipient or the State Water Board.

(b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of the parties. Conditions precedent are not limited to the following:

i. The Recipient and the City must each deliver to the Division a resolution authorizing this Agreement.
ii. The Recipient and the City must each deliver an opinion of bond counsel and general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient and the City sign this Agreement.

(c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Final Payment Date.

(d) This Agreement includes the following exhibits and attachments thereto:

i. EXHIBIT A – SCOPE OF WORK
ii. EXHIBIT B – FUNDING TERMS
iii. EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS
iv. EXHIBIT D – SPECIAL CONDITIONS
v. EXHIBIT E – PAYMENT SCHEDULE
vi. EXHIBIT F – TAX CERTIFICATE

(e) This Agreement includes the following documents incorporated by reference:

i. the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient;
ii. the Waste Discharge Requirement Order No. R4-2018-0022;
iii. the City's Reimbursement Resolution No. 7382 dated January 19, 2022;
iv. the Recipient's Reimbursement Resolution No. 7399 dated May 4, 2022;
v. the City's Tax Questionnaire dated February 23, 2022;
vi. the Recipient's Tax Questionnaire dated June 22, 2022;
vii. the Davis-Bacon requirements found at: https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/2022/davis-bacon-2022-cwsrf-governmental-entities-public.pdf;
viii. the Wastewater Enterprise Lease Agreement dated as of February 1, 2010, by and between Santa Paula Utility Authority and the City of Santa Paula, as amended;

(f) This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

4. PARTY CONTACTS

State Water Board		City of Santa Paula		Santa Paula Utility Authority	
Section:	Division of Financial Assistance				
Name:	Ashley Zellmer, Project Manager	Name: Dan Singer	City Manager	Name: Dan Singer	Executive Director
Address:	1001 I Street, 16th Floor	Address:	P.O. Box 569	Address:	P.O. Box 569
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Santa Paula, CA 93061	City, State, Zip:	Santa Paula, CA 93061
Phone:	(916) 341-5811	Phone:	(805) 235-5766	Phone:	(805) 235-5766
Email:	Ashley.Zellmer@waterboards.ca.gov	Email:	dsinger@spcity.org	Email:	dsinger@spcity.org

The Recipient and the City may change their contacts upon written notice to the Division, which notice shall be accompanied by authorization from the Recipient's and the City's Authorized Representatives, respectively. The State Water Board will notify the Recipient and the City of any changes to its contact.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient and the City shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Additional Revenues" means, with respect to the issuance of additional parity or subordinate debt in accordance with requirements set forth in Section B.4, an allowance for Net Revenues, arising from any increase in rates, fees, and charges for the services of the System which has become effective in the most recent Fiscal Year and is expected to continue for the duration of such proposed additional parity or subordinate debt, and which the Recipient has begun to collect, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in rates, fees, and charges had been in effect during the whole of such Fiscal Year, minus the actual amount by which the Net Revenues have been increased since such increase in rates, fees, and charges in the most recent Fiscal Year became effective.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authority" means the Santa Paula Utility Authority, a joint exercise of powers authority organized and existing under the laws of the State of California.

"Authorized Representative" means the duly appointed representative of each Recipient as set forth in the certified original of each Recipient's authorizing resolution that designates the authorized representative by title.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bond Funded Portion of the Project Funds" means any portion of the Project Funds which was or will be funded with Bond Proceeds.

"Bond Proceeds" means original proceeds, investment proceeds, and replacement proceeds of Bonds.

"Bonds" means any series of bonds issued by the Bank, the interest on which is excluded from gross income for federal tax purposes, all or a portion of the proceeds of which have been, are, or will be applied by the State Water Board to fund all or any portion of the Project Costs or that are secured in whole or in part by Payments paid hereunder.

"Charge In Lieu of Interest" means any fee or charge in lieu of some or all of, but not to exceed, the interest that would otherwise be owed under this Agreement, as set forth in Exhibit E.

"City" means the City of Santa Paula, a municipal corporation and general law city organized and existing under the laws of the State of California.

"Code" as used in Exhibit F of this Agreement means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Debt Service" means, as of any date, with respect to outstanding System Obligations and, in the case of the additional debt tests in Exhibit B of this Agreement, any System Obligations that are proposed to be outstanding, the aggregate amount of principal and interest scheduled to become due (either at maturity or by mandatory redemption), together with any Charge In Lieu of Interest on this Obligation or other System Obligations to the State Water Board, calculated with the following assumptions:

a. Principal payments (unless a different subdivision of this definition applies for purposes of determining principal maturities or amortization) are made in accordance with any amortization schedule published for such principal, including any minimum sinking fund payments;

b. Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a tax-exempt obligation under federal law, is the average of the SIFMA Municipal Swap Index, or its successor index, during the 24 months preceding the date of such calculation;

c. Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a taxable obligation under federal law, is the average of SOFR, or its successor index, during the 24 months preceding the date of such calculation;

d. Interest on a variable rate System Obligation that is subject to a swap agreement is the fixed swap rate or cap strike rate, as appropriate, if the variable rate has been swapped to a fixed rate or capped pursuant to an interest rate cap agreement or similar agreement;

e. Interest on a fixed rate System Obligation that is subject to a swap agreement such that all or a portion of the interest has been swapped to a variable rate shall be treated as variable rate debt under subdivisions (b) or (c) of this definition of Debt Service;

f. Payments of principal and interest on a System Obligation are excluded from the calculation of Debt Service to the extent such payments are to be paid from amounts then currently on deposit with a trustee or other fiduciary and restricted for the defeasance of such System Obligations;

g. If 25% or more of the principal of a System Obligation is not due until its final stated maturity, then principal and interest on that System Obligation may be projected to amortize over the lesser of 30 years or the Useful Life of the financed asset, and interest may be calculated according to subdivisions (b)-(e) of this definition of Debt Service, as appropriate.

"Deputy Director" means the Deputy Director of the Division.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Event of Default" means the occurrence of any of the following events:

a. Failure by the Recipient to make any payment required to be paid pursuant to this Agreement, including Payments;
b. A representation or warranty made by or on behalf of the Recipient or the City in this Agreement or in any document furnished by or on behalf of the Recipient or the City to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
c. A material adverse change in the condition of the Recipient or the City, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
d. Failure by the Recipient to comply with the additional debt test or reserve fund requirement, if any, in Exhibit B or Exhibit D of this Agreement;
e. Failure to operate the System or the Project without the Division's approval;
f. Failure by the Recipient or the City to observe and perform any applicable covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
g. The occurrence of a material breach or event of default under any System Obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;

h. Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's or the City's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient or the City entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's or the City's existence, or any action in furtherance of any of the foregoing;
i. A determination pursuant to Gov. Code section 11137 that the Recipient or the City has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;
j. The occurrence of a material breach or event of default under any of the following agreements, which agreements provide for payments for the payment of Debt Service: Joint Exercise of Powers Agreement Creating Santa Paula Utility Authority, dated November 16, 2009; or
k. Loss of the Recipient's or the City's rights, licenses, permits, or privileges necessary for the operation of the System or the Project, or the occurrence of any material restraint on the Recipient's or the City's enterprise by a government agency or court order.

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds disbursements may be requested.

"Final Payment Date" is the date by which all principal and accrued interest due under this Agreement is to be paid in full to the State Water Board and is specified on the Cover Page of this Agreement.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported with respect to such System Obligation pursuant to Rule 15c2-12(b)(5).

"Material Obligation" means an obligation of the Recipient that is material to this transaction, including System Obligations.

"Maximum Annual Debt Service" means the maximum amount of Debt Service due on System Obligations in a Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and within the next five years in which Debt Service for any System Obligations will become due.

"Net Revenues" means, for any Fiscal Year, all Revenues received less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Payments (including Additional Payments) as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being

used to fund the Project as specified in the Project Description in Exhibit A and Exhibit B and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

"Parity Obligation" means a debt obligation of the Recipient on parity with this Obligation. The Recipient's Parity Obligations are the following:

- Indenture of Trust dated as of October 1, 2020, by and among the Santa Paula Utility Authority and the City of Santa Paula Authorizing the Issuance of 2020 Wastewater Enterprise Revenue Bonds, Series A and Series B.

- Indenture of Trust dated as of April 1, 2015, by and among the Santa Paula Utility Authority and the City of Santa Paula Authorizing the Issuance of 2015 Wastewater Enterprise Revenue Bonds, Series A and Series B.

"Parity Obligation of the City" means a debt obligation of the City on parity with this Obligation. There are no Parity Obligations of the City.

"Payment" means any payment due to the State Water Board from the Recipient pursuant to this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, and may include capitalized interest.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Recipient" means the Santa Paula Utility Authority.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reimbursement Resolution" means the Recipient's reimbursement resolutions identified and incorporated by reference in this Agreement.

"Reserve Fund" means the reserve fund required pursuant to Exhibit B of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

"Rule 15c2-12(b)(5)" means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"Senior Obligation" means a debt obligation of the Recipient that is senior to this Obligation. There are no Senior Obligations.

"Senior Obligation of the City" means a debt obligation of the City that is senior to this Obligation. There are no Senior Obligations of the City.

"SRF" means the Clean Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

"Subordinate Obligation" means a debt obligation of the Recipient that is subordinate to this Obligation. There are no Subordinate Obligations.

"Subordinate Obligation of the City" means a debt obligation of the City that is subordinate to this Obligation. There are no Subordinate Obligations of the City.

"System" means all wastewater collection, pumping, transport, treatment, storage, and disposal facilities, including land and easements thereof, owned by the City and leased to the Recipient, including the Project, and all other properties, structures, or works hereafter acquired and constructed and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

"System Obligation" means any obligation of the Recipient payable from the Revenues, including but not limited to this Obligation, any Parity Obligation, any Subordinate Obligation, and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

"Useful Life" means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

"Year" means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SANTA PAULA UTILITY AUTHORITY:

By:_____
Name: Dan Singer
Title: Executive Director

Date:_____

CITY OF SANTA PAULA:

By:_____
Name: Dan Singer
Title: City Manager

Date:_____

STATE WATER RESOURCES CONTROL BOARD:

By:_____
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date:_____

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAhN8qGQhx6gZcGoybdTnE89NjVnQR4frB

EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

(a) The Project is the project set forth on the Cover Page of this Agreement.

(b) The Useful Life of this Project is at least thirty (30) years.

(c) Project Purpose and Description

The Project is for the benefit of the Recipient and has a Useful Life of at least 30 years. The funding under this Agreement shall be used to bring the Santa Paula Water Recycling Facility (SPWRF) into compliance with chloride requirements consistent with Cease and Desist Order No. R4-2018-0023.

(d) Scope of Work.

The Recipient agrees to do the following:

The Recipient agrees to construct a new Advanced Water Treatment Facility (AWTF) to further treat municipal wastewater effluent from the SPWRF. The AWTF will include construction of the following key components:

- Advanced treatment equipment, including: nanofiltration, reverse osmosis, chemical precipitation and sludge handling, ultrafiltration, and brine concentration,
- Associated chemical feed systems, piping, storage tanks, electrical and controls,
- AWTF Feed Pump Station,
- AWTF Process Building, and
- Site grading and paving.

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Acknowledgements.

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A.2.2 Reports

A.2.2.1 Progress Reports.

(a) The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement.

(b) The Recipient must provide a progress report with each reimbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B.

(c) A progress report must contain the following information:

i. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;

ii. A description of compliance with environmental requirements;

iii. A listing of change orders including amount, description of work, and change in contract amount and schedule; and

iv. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.2.2.2 Project Completion Report.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

i. Description of the Project,

ii. Description of the water quality problem the Project sought to address,

iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and

iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.4 DBE Reports for SRF Projects.

The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.2.3 Signage.

(a) The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period.

(b) Building A Better America Emblem: The Recipient will ensure that a sign is placed at construction sites supported under this award displaying the official Building A Better America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law." Construction is defined at 40 CFR 33.103 as "erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply." The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The Recipient will ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at: https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf.

(c) United States Environmental Protection Agency (USEPA) Logo: The Recipient will ensure that signage displays the USEPA logo along with the official Building A Better America emblem. The USEPA logo must not be displayed in a manner that implies that USEPA itself is conducting the project. Instead, the USEPA logo must be accompanied with a statement indicating that the recipient received financial assistance from USEPA for the project.

The Recipient will ensure compliance with the sign specifications provided by the USEPA Office of Public Affairs (OPA) available at: https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients. As provided in the sign specifications from OPA, the USEPA logo is the preferred identifier for assistance agreement projects and use of the USEPA seal requires prior approval from the USEPA. To obtain the appropriate USEPA logo or seal graphic file, the Recipient should send a request directly to OPA and include the USEPA Project Officer in the communication. Instructions for contacting OPA is available on the Using the EPA Seal and Logo page at: https://www.epa.gov/aboutepa/using-epa-seal-and-logo.

(d) Procuring Signs: Consistent with section 6002 of the Resource Conservation and Recovery Act, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Building A Better America emblem or USEPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

(e) The sign shall include the following logos:



(f) "Funding for this City of Santa Paula Advanced Water Treatment Facility project has been provided in full or in part by the Clean Water State Revolving Fund and President Biden's Bipartisan Infrastructure Law through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

(g) The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

A.2.4 Commencement of Operations.

Upon Completion of Construction of the Project, the Recipient must expeditiously initiate Project operations.

A.3 DATES & DELIVERABLES..

(a) Time is of the essence.

(b) The Recipient must expeditiously proceed with and complete construction of the Project.

(c) The following dates are established as on the Cover Page of this Agreement:

i. Eligible Work Start Date
ii. Eligible Construction Start Date
iii. Completion of Construction Date
iv. Final Reimbursement Request Date
v. Records Retention End Date
vi. Final Payment Date

(d) The Recipient must award the prime construction contract timely.

(e) The Recipient agrees to start construction no later than November 30, 2023.

(f) The Recipient must deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date.

(g) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final reimbursement request to the Division on or before the Final Reimbursement Request Date.

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this

table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to Project Completion. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final reimbursement request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
SCOPE OF WORK			
	Final Budget Approval Package	N/A	August 1, 2024
	Construction Start	N/A	November 30, 2023
	Completion of Construction	July 31, 2026	N/A
REPORTING			
	Progress Reports	Quarterly	
	As Needed Information and Reports	As Requested by Division	
BUDGET COSTS AND REIMBURSEMENT			
	First Reimbursement Request	No later than 90 days from Agreement Execution Date	N/A
	Reimbursement Requests	N/A	Quarterly
	Final Reimbursement Request	January 29, 2027	N/A

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS

B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's total share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board to be applied to Payments due hereunder, if any.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is twenty million three hundred forty thousand dollars and no cents ($20,340,000.00).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 [Reserved.]

B.1.5 Budget Costs.

(a) Estimated budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	Requested Financing	PROJECT FUNDING AMOUNT
Construction	$15,506,000	$15,506,000	$15,506,000
Pre-Purchased Material / Equipment	$0	$0	$0
Purchase of Land / Easements	$0	$0	$0
Change Order Contingency	$2,160,000	$2,160,000	$2,160,000
Force Account	$0	$0	$0
Allowances (Soft Costs)	$2,674,000	$2,674,000	$2,674,000
TOTAL	$20,340,000	$20,340,000	$20,340,000

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of

adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

(b) Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.1.6 Contingent Disbursement.

(a) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's and the City's compliance with the terms and conditions of this Agreement.

(b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due to the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

(c) Construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient.

(d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.

(e) Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

(f) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

(g) The Recipient agrees to ensure that its final reimbursement request is received by the Division no later than the Final Reimbursement Request Date. If the final reimbursement request is not received timely, the undisbursed balance of this Agreement will be deobligated.

(h) The Recipient is not entitled to interest earned on undisbursed funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

(a) Upon execution and delivery of this Agreement by the parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed. To be eligible for reimbursement, Project Costs, including any planning and design allowance costs, must have been incurred in compliance with all applicable requirements, including the state and federal cross-cutting requirements listed in Exhibit C.

(b) The Recipient must submit a reimbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late reimbursement requests may not be honored.

(c) The Recipient may request reimbursement of eligible construction and equipment costs consistent with budget amounts approved by the Division in the Final Budget Approval.

(d) Additional Project Funds will be promptly disbursed upon receipt of reimbursement request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.

(e) The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement request. Supporting documentation (e.g., receipts) must be submitted with each reimbursement request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed reimbursement request. Reimbursement requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.

(f) The Recipient shall ensure that Project Funds are spent within 30 days of receipt. Any interest earned on Project Funds shall be reported to the State Water Board. The State Water Board may deduct earned interest from future disbursements.

(g) The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.

(h) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(i) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. as of the date costs are incurred.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

(a) The failure to maintain reasonable progress on the Project as determined by the Division;
(b) Placement on the ballot or passage of an initiative or referendum to repeal or reduce the taxes, assessments, fees, or charges levied for operation of the System or payment of debt service on System Obligations;
(c) Commencement of litigation or a judicial or administrative proceeding related to the Project, System, or Revenues that the State Water Board determines may impair the timely satisfaction of the obligations under this Agreement;

(d) Any investigation by the State Water Board, District Attorney, California State Auditor, Bureau of State Audits, USEPA's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's or the City's financial management, accounting procedures, or internal fiscal controls;
(e) A material adverse change in the condition of the Recipient, the City, the Revenues, or the System, that the Division reasonably determines would materially impair the Recipient's or the City's ability to satisfy their respective obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's or the City's ability to satisfy their respective obligations under this Agreement;
(f) The Recipient's or the City's material violation of, or threat to materially violate, any term of this Agreement;
(g) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient, the City, or their employees, or by their contractors or agents regarding the Project or the System;
(h) An event requiring Notice as set forth in Exhibit C, but not including those events listed in this Agreement at C.3.25(d)(vii), (x), (xi), and (xii);
(i) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds; Enforcement.

All requests for reimbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit; refer the matter for appropriate administrative action, including but not limited to the recovery of financial assistance provided and the imposition of civil penalties; and/or refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

B.2 RECIPIENT'S PAYMENT OBLIGATION, PLEDGE, AND RESERVE

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.2.2 Estimated Principal Payment Due.

The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is twenty million three hundred forty thousand dollars and no cents ($20,340,000.00)

B.2.3 Interest Rate and In-Lieu of Interest Charges.

(a) The Recipient agrees to make all Payments according to the schedule in Exhibit E, and as otherwise set forth herein, at an interest rate of two and six tenths (2.6%) per annum.

(b) Interest will accrue beginning with each disbursement.

(c) In lieu of, and not to exceed, interest otherwise due under this Agreement, the Recipient agrees to pay the following charge(s), as further set forth in Exhibit E:

- an Administrative Service Charge
- a Small Community Grant Fund Charge

B.2.4 [Reserved.]

B.2.5 Obligation Absolute.

The obligation of the Recipient to make the Payments and other payments required to be made by it under this Agreement, from the Net Revenues and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Payments and Additional Payments have been paid in full, the Recipient must not discontinue or suspend any Payments or other payments required to be made by it hereunder when due, whether or not the Project, or any related part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

B.2.6 Payment Timing.

(a) Beginning one year after Completion of Construction, the Recipient must submit an annual Payment of the principal of the Project Funds, together with all interest accruing thereon. The Recipient must make Payments fully amortizing the total principal of the Project by the Final Payment Date. Payments are based on a standard fully amortized assistance amount with equal annual payments.

(b) The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, plus any Charge In Lieu of Interest, less the Payment. Payment calculations will be made beginning one (1) year after Completion of Construction. Exhibit E is a payment schedule based on the provisions of this Exhibit and an estimated disbursement schedule. Actual payments will be based on actual disbursements.

(c) Upon Completion of Construction and submission of necessary reports by the Recipient, the Division will prepare an appropriate payment schedule and supply the same to the Recipient. The Division may amend this schedule as necessary to accurately reflect amounts due under this Agreement. The Division will prepare any necessary amendments to the payment schedule and send them to the Recipient. The Recipient must make each Payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred by the State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff time, bond debt service default penalties, if any, and other related costs. For purposes of penalty assessment, payment will be deemed to have been made if payment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the payment due date.

(d) The Recipient is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Recipient or the City. The

Recipient must provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any Charge to provide payment by the Recipient under this Agreement, to enforce or to collect such Charge, or to pay over to the State Water Board any money collected on account of such Charge necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.

(e) Each Payment must be paid in lawful money of the United States of America by check or other acceptable form of payment set forth at www.waterboards.ca.gov/make_a_payment.
The Recipient must pay Payments and Additional Payments from Net Revenues and/or other amounts legally available to the Recipient therefor.

B.2.7 Pledged Revenues.

B.2.7.1 Establishment of Enterprise Fund and Reserve Fund.

In order to carry out its System Obligations, the Recipient covenants that it shall establish and maintain or shall have established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. As required in this Exhibit, the Recipient must establish and maintain a Reserve Fund.

B.2.7.2 Pledge of Net Revenues, Enterprise Fund, and Reserve Fund.

The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund on parity with the Parity Obligations. The Recipient hereby pledges and grants such lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund to secure the Obligation, including payment of Payments and Additional Payments hereunder. The City hereby commits to support the Recipient's pledge. The Enterprise Fund, Net Revenues in the Enterprise Fund, and any Reserve Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.

B.2.7.3 Application and Purpose of the Enterprise Fund.

Subject to the provisions of any outstanding System Obligation, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due and payable with respect to the System Obligations in order of priority. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Recipient.

B.2.8 [Reserved.]

B.2.9 No Prepayment.

Pursuant to State Water Board's Debt Management Policy, adopted on October 3, 2017, the Recipient may not prepay any portion of the principal and interest due under this Agreement without the written consent of the Deputy Director of the Division.

B.2.10 Reserve Fund.

Prior to Completion of Construction, the Recipient must establish a restricted Reserve Fund, held in its Enterprise Fund, equal to one year's Debt Service on this Obligation. The Recipient must maintain the Reserve Fund throughout the term of this Agreement. The Reserve Fund is subject to lien and pledged as security for this Obligation, and its use is restricted to payment of this Obligation during the term of this Agreement.

B.3 RATES, FEES AND CHARGES.

(a) The Recipient shall ensure that, to the extent permitted by law, rates, fees and charges for the System are fixed, prescribed, and collected during each Fiscal Year. The Recipient shall ensure that such rates, fees, and charges are reasonable, fair, and nondiscriminatory, and will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are equal to the sum of (i) at least 120% of the Maximum Annual Debt Service with respect to all outstanding System Obligations senior to and on parity with the Obligation and (ii) at least 100% of the Maximum Annual Debt Service with respect to all outstanding System Obligations subordinate to the Obligation, so long as System Obligations other than this Obligation are outstanding. Upon defeasance of all System Obligations other than this Obligation, this ratio must be at least 120%, except where System Obligations are defeased pursuant to refunding obligations.

(b) The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall ensure that the rates, fees and charges then in effect are not reduced unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

(c) Upon consideration of a voter initiative to reduce Revenues, the Recipient must make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in this Section. The Recipient must make the findings available to the public. The Recipient's Authorized Representative must request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in this Agreement and its obligation to operate and maintain the Project for its Useful Life. The Recipient must diligently pursue and bear any and all costs related to such challenge. The Recipient must notify and regularly update the State Water Board regarding the status of any such challenge.

B.4 ADDITIONAL DEBT.

(a) The Recipient's future debt that is secured by Revenues pledged herein may not be senior to this Obligation.

(b) The Recipient may issue additional parity or subordinate debt only if all of the following conditions are met:

i. No Event of Default (or no event with respect to which notice has been given and which, once all notice of grace periods have passed, would constitute an Event of Default) has occurred and is continuing;
ii. Net Revenues in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, plus at the option of the Recipient any Additional Revenues, meet the ratio for rate covenants set forth in this Exhibit with respect to any outstanding and proposed additional obligations;
iii. The Recipient is in compliance with any reserve fund requirement of this Obligation.

B.5 NO LIENS.

Neither the Recipient, nor the City, may make any pledge of or place any lien on the Project, System, or Revenues except as otherwise provided or permitted by this Agreement.

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS

C.1 REPRESENTATIONS & WARRANTIES.

The Recipient and the City each, individually and only on behalf of themselves, represent, warrant, and commit to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement.

C.1.1 Application and General Recipient Commitments.

Neither the Recipient nor the City has made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient and the City each, individually and only on behalf of themselves, agree to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient and the City each, individually and only on behalf of themselves, agree to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient and the City. Upon execution by the parties, this Agreement constitutes a valid and binding obligation of the Recipient and the City, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by the Recipient and the City of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient and the City, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient and the City are a party or by which the Recipient and the City are bound as of the date of execution of this Agreement by the Recipient and the City.

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient and the City, no pending or, to the Recipient's and the City's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the City, the System, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the System or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient and/or the City owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient or any present or future creditors of the City. The Recipient and the City each are solvent and neither will be rendered insolvent by the transactions contemplated by this Agreement. The Recipient and the City each, individualluy and only on behalf of themselves, are able to pay their debts as they become due. The Recipient and the City each maintain sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient and the City each are duly organized and existing and in good standing under the laws of the State of California. The Recipient and the City each must at all times maintain their current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient and the City each, individualluy and only on behalf of themselves, acknowledge that changes to their legal or financial status may affect their eligibility for funding under this Agreement and commit to maintaining their eligibility. Within the preceding ten years, neither the Recipient nor the City have failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of the Recipient and the City previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient and the City; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of either the Recipient or the City, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by the Recipient or the City and approved in writing by the State Water Board.

The Recipient and the City each are current in their continuing disclosure obligations associated with their material debt, if any.

C.1.9 System Obligations

Neither the Recipient nor the City have System Obligations other than those defined in this Agreement.

C.1.10 No Other Material Debt.

Neither the Recipient nor the City have Material Obligations other than System Obligations.

C.1.11 Compliance with State Water Board Funding Agreements.

The Recipient and the City each, individualluy and only on behalf of themselves, represent that they are in compliance with all State Water Board funding agreements to which they are a party.

C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

i. return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
ii. accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
iii. pay interest at the highest legal rate on all of the foregoing; and
iv. pay any Additional Payments.

C.2.2 [Reserved.]

C.2.3 Administrative remedies.

Whenever the State Water Board determines that either the Recipient or the City, a Recipient's or City's contractor, consultant, employee, agent, assignee, or grantee has violated any requirement or term of the Agreement, the State Water Board may impose civil penalties in accordance with Water Code, section 13497. The State Water Board may impose civil liability administratively against the Recipient or the Recipient's consultant or contractor or other agent furnishing any information related to funds disbursed or costs claimed for reimbursement if the Recipient or the Recipient's consultant or contractor or other agent fails to personally attest that the information is true, accurate, and complete the best of one's knowledge. (Wat. Code, § 13498.) The State Water Board may impose civil liability administratively against any person who makes a misrepresentation in any submittal to the State Water Board, including, but not limited to, an application, report, certification, record, invoice, form, or other document that is submitted to the State Water Board relating to a financial assistance agreement. (Wat. Code, § 13499.)

C.2.4 Judicial remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

i. by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
ii. by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and
iii. take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.5 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.6 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by either the Recipient or the City results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.7 Damages for Breach of Federal Conditions.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.8 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient or the City is limited to the rights and remedies provided to each under this Agreement and is subject to the claims procedures provided to the Recipient and the City under this Agreement.

C.2.9 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's Obligation to pay Payments as provided herein or shall affect or impair the right of the State Water Board to bring suit to enforce such payment. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.10 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3 STANDARD CONDITIONS

C.3.1 Access, Inspection, and Public Records.

The Recipient and the City each must ensure that the State Water Board, the Governor of the State, the USEPA, the USEPA's Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement. The Recipient and the City each, individualluy and only on behalf of themselves, acknowledge that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, reimbursement requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) Both the Recipient and the City must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. Both the Recipient and the City must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) Both the Recipient and the City must comply with federal standards for financial management systems. The Recipient and the City each, individualluy and only on behalf of themselves, agree that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient and the City each are bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

(c) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient and the City must:

i. Establish an official file for the Project which adequately documents all significant actions relative to the Project;
ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
iii. Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
v. Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
vi. If Force Account is used by the Recipient or the City for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.

(d) The Recipient and the City must maintain separate books, records and other material relative to the Project. The Recipient and the City each must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction. The Recipient and the City each must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the USEPA, the USEPA's Office of Inspector General, the

Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient and the City each must allow and must require their contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient and the City each, individualluy and only on behalf of themselves, agree to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

Requests for amendments must be in writing and directed to the contact listed in Section 4 and to the Division's Chief of Loans and Grants Administration Section.

C.3.4 Assignability.

This Agreement is not assignable by either the Recipient or the City, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and independent the City and at the cost of the Recipient and/or the City. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00.

C.3.7 Competitive Bidding

The Recipient and the City each must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient and the City each must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient and the City each must:

(a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;

(b) Comply with the Policy; and

(c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient and the City each, individualluy and only on behalf of themselves, certify that they have appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient and the City each, individualluy and only on behalf of themselves, certify that their owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient and the City each agree that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient and the City will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

(a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) The Recipient and the City each must continue with the responsibilities under this Agreement during any dispute.

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 [Reserved.]

C.3.15 Environmental Clearance.

(a) No work that is subject to CEQA or NEPA may proceed under this Agreement unless the State Water Board has provided environmental clearance. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Neither the Recipient nor the City shall perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve either the Recipient or the City of the responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient and the City each agree to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading

with respect to any information provided by the Recipient or the City for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient and the City must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient or the City in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient or the City in any contract or subcontract. To the fullest extent permitted by law, the Recipient and the City each, individualluy and only on behalf of themselves, agree to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, the City, and their agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 Leveraging Covenants.

(a) Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Exhibit F of this Agreement.

(a) The Recipient and the City covenant to furnish such financial, operating and other data pertaining to the Recipient or the City as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5).

(b) The Recipient and the City each further covenant to provide the State Water Board with copies of all continuing disclosure documents or reports that are disclosed pursuant to (i) the continuing disclosure undertaking or undertakings made in connection with any outstanding System Obligation, (ii) the terms of any outstanding System Obligation, or (iii) a voluntary disclosure of information related to an outstanding System Obligation. The Recipient and the City must disclose such documents or reports to the State Water Board at the same time such documents or reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

C.3.22 No Discrimination.

(a) The Recipient and the City each must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient and the City each must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's and the City's obligations under this section shall survive the term of this Agreement.

(e) During the performance of this Agreement, the Recipient, the City, and their contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, the City, and their contractors and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, the City, and their contractors and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.;Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, the City, and their contractors and subcontractors each must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).

(i) The Recipient, the City, and their contractors and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(j) The Recipient and the City each must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.23 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.24 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.25 Notice.

Upon the occurrence of any of the following events, the Recipient and the City each must provide notice as set forth below.

(a) Within 24 hours of the following, the Recipient must notify the Division by phone at (916) 327-9978 and by email to Ashley.Zellmer@waterboards.ca.gov and Sandeep.Kals@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov:

i. The seizure of, or levy on, any Revenues securing this Agreement;
ii. Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

(b) Within five (5) business days, the Recipient or the City must notify the Division by phone at (916) 327-9978; by email to Lance.Reese@waterboards.ca.gov Ashley.Zellmer@waterboards.ca.gov and Sandeep.Kals@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov; and by mail to the contact address set forth in Section 4 of this Agreement of the occurrence of any of the following events:

i. Bankruptcy, insolvency, receivership or similar event of the Recipient or the City, or actions taken in anticipation of any of the foregoing;
ii. Change of ownership of the Project or the System or change of management or service contracts, if any, for operation of the System;
iii. Loss, theft, damage, or impairment to Project, the Revenues or the System;
iv. Failure to meet any debt service coverage test in Exhibit B of this Agreement;
v. Draws on the Reserve Fund;
vi. Listed Events and Events of Default, except as otherwise set forth in this section;
vii. Failure to observe or perform any covenant or comply with any condition in this Agreement;
viii. An offer from a public entity to purchase the Project or the System or any portion thereof, or any of the real or personal property related to or necessary for the Project;
ix. A proceeding or action by a public entity to acquire the Project or the System by power of eminent domain;
x. Incurrence of a System Obligation or other Material Obligation by the Recipient or the City; or
xi. A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a System Obligation or other Material Obligation of the Recipient or the City, any of which reflect financial difficulties.

(c) Within ten (10) business days, the Recipient or the City must notify the Division by phone at (916) 327-9978, by email to Ashley.Zellmer@waterboards.ca.gov and Sandeep.Kals@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of the following events:

i. Material defaults on Material Obligations, other than this Obligation;
ii. Unscheduled draws on material debt service reserves or credit enhancements, reflecting financial difficulties;
iii. Substitution of credit or liquidity providers, if any or their failure to perform;
iv. Any litigation pending or threatened with respect to the Project or the Recipient's or the City's technical, managerial or financial capacity to operate the System or

the Recipient's continued existence, or any judgment or court order relating to such litigation that has a significant effect on the Project or the System;

v. Circulation of a petition to repeal, reduce, or otherwise challenge the rates for services of the System;
vi. Consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
vii. Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
viii. Rating changes on outstanding System Obligations, if any;
ix. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board; or
x. Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, USEPA's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's or the City's financial management, accounting procedures, or internal fiscal controls;

(d) The Recipient or the City must notify the Division promptly by phone at (916) 327-9978, by email to Ashley.Zellmer@waterboards.ca.gov and Sandeep.Kals@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of any of the following events:

i. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient or the City, their employees, agents, or contractors;
ii. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
iii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
iv. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
v. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
vi. Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
vii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
viii. Any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, as required by Exhibit C.4.3(xxvii);
ix. Any events requiring notice to the Division pursuant to the provisions of this Agreement;
x. Completion of Construction of the Project, and actual Project Completion;

xi. The award of the prime construction contract for the Project;
xii. Initiation of construction of the Project.

C.3.26 Operation and Maintenance; Insurance.

The Recipient agrees to ensure that all portions of the System are sufficiently and properly staffed, operated, and maintained during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations. The City agrees to sufficiently and properly staff, operate and maintain all portions of the System during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System must be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the System to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this Agreement, the Recipient must provide additional funds to restore or replace the damaged portions of the System.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.27 Permits, Subcontracting, and Remedies.

The Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

Neither the Recipient nor the City may contract or allow subcontracting with excluded parties. Neither the Recipient nor the City may contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, neither the Recipient nor the City may contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.28 Professionals.

The Recipient and the City each agree that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.29 Prevailing Wages.

The Recipient and the City each agree to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient and the City must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

In addition, the Recipient and the City each agree to comply with the Davis-Bacon provisions incorporated by reference in Section 3 of this Agreement.

C.3.30 Public Funding.

This Project is publicly funded. Any service provider or contractor with which a Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.31 Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient or the City and any other entity concerning responsibility for performance of work.

C.3.32 Related Litigation.

Under no circumstances may the Recipient or the City use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient or the City pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that the Recipient does not complete the project.

C.3.33 Rights in Data.

The Recipient and the City each agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient and the City may copyright the same, except that, as to any work which is copyrighted by the Recipient or

the City, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient and the City upon request.

C.3.34 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient or the City, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation involving the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.35 Timeliness.

Time is of the essence in this Agreement.

C.3.36 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.37 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.38 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4 MISCELLANEOUS STATE AND FEDERAL REQUIREMENTS

C.4.1 Russian Sanctions.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient and the City each, individually and only on behalf of themselves, represent that the Recipient and the City are not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. Both the Recipient and the

City are required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Recipient and the City are required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For recipients with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and

3. Direct support to the government and people of Ukraine.

C.4.2 State Cross-Cutters.

The Recipient and the City each, individually and only on behalf of themselves, represent that, as applicable, they comply and covenant to maintain compliance with the following for the term of the Agreement:

i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.

ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.

iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.

v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

vi. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).

vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.

viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

xi. The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

xii. Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.

C.4.3 Federal Requirements and Cross-Cutters for SRF Funding.

The Recipient and the City each, individually and only on behalf of themselves, acknowledge, warrant compliance with, and covenant to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:

i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

ii. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 3 of this Agreement in all construction contracts and subcontracts.

iii. The Recipient must comply with the signage requirements set forth in Exhibit A.

iv. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

v. The Recipient and the City each shall comply with applicable EPA general terms and conditions found at EPA General Terms and Conditions effective October 1, 2022 or later | US EPA.

vi. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award management, to the State Water Board.

vii. The Recipient represents and warrants that they and their principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If a Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.

viii. To the extent applicable, the Recipient and the City shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy. A conflict of interest may result in disallowance of costs.

ix. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.

x. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at http://iEdison.gov and shall notify the Division when an invention report, patent report, or utilization report is filed.

xi. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.

xii. The Recipient acknowledges that they are encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.

xiii. The Recipient, the City, and their employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient and the City must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient and the City understand that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient and the City agree to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.

xiv. The Recipient and the City each certify to the best of its knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient or the City, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient and the City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient and the City shall require this certification from all parties to any contract or agreement that the Recipient or the City enter into and under which the Recipient or the City incur costs for which it seeks reimbursements under this Agreement.

xv. The Recipient and the City each must comply with the following federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
c. The Age Discrimination Act of 1975, which prohibits age discrimination.
d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
e. 40 CFR Part 7, as it relates to the foregoing.

xvi. If the Project relates to construction of a publicly owned treatment works, where the Recipient or the City contract for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient and the City each shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.

xvii. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that it developed and is implementing a fiscal sustainability plan for the Project, except as set forth in Exhibit D, that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.

xviii. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) 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 No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

xix. The Recipient and the City each agree to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.

xx. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, neither the Recipient nor the City may procure goods, services, or materials from suppliers excluded under the federal System for Award Management: http://www.sam.gov/ .

xxi. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.

xxii. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.

xxiii. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

xxiv. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that they have considered publicly-owned wells as an alternative drinking water supply.

xxv. The Recipient and the City each, individually and only on behalf of themselves, represent that they are not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

xxvi. The Recipient and the City each agree to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.

xxvii. The Recipient and the City each agree to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at https://www.epa.gov/osa/policy-epa-scientific-integrity, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

Neither the Recipient nor the City shall suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient and the City each must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

xxviii. The Recipient and the City each agree to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). The Recipient and the City also agree to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples.

xxix. The Recipient and the City each certify that no Project Funds will be used on:

a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation,

Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

b. Telecommunications or video surveillance services produced by such entities;
c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

xxx. BABA.

The Recipient acknowledges that funds received under this Agreement are subject to the Build America Buy America (BABA) requirements of Public Law 117-58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021), which are in addition to "iron and steel products" requirements described in section C.4.3 (i) above. Specifically, unless (1) the Recipient has requested and obtained a waiver from USEPA on file with the State Water Board pertaining to the Project or the Project is otherwise covered by a general applicability waiver, as confirmed in writing by the State Water Board; or (2) the State Water Board and, to the extent the Project is co-funded by any other agency using federal funds subject to BABA requirements, each such agency has advised the Recipient in writing that the BABA requirements are not applicable to the Project, the Recipient shall ensure and certifies that, as these terms are defined within and made applicable by Public Law 117-58:

(a) all iron and steel used in the Project are produced in the United States;
(b) the manufactured products used in the Project are produced in the United States; and
(c) the construction materials used in the Project are produced in the United States.

The Recipient must comply and require its contractors and subcontractors to comply with all applicable BABA requirements and reporting and must inform the State Water Board immediately of any information regarding a violation of the foregoing.

Based on representations made by the Recipient and corresponding evidence on file with the State Water Board, the Project qualifies for the "Adjustment Period Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for SRF Projects that have Initiated Design Planning", found at EPA - SRF - Final Waiver - Adjustment Period_September 2022 - Signed.pdf. This waiver applies to projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements, and permits the use of non-domestic manufactured products and construction materials that would otherwise be prohibited under the BABA requirements. This program waiver does not waive the iron and steel requirements under BABA. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements, such as the "iron and steel products" requirements applicable to SRF funded projects referenced in section C.4.3 (i) above, which will continue to apply as part of BABA requirements.

EXHIBIT D – SPECIAL CONDITIONS

None.

EXHIBIT E – PAYMENT SCHEDULE

See the attached preliminary Payment Schedule. The final Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.

California CWSRF Payment Schedule

Project No. 8577-110 - Santa Paula Utility Authority
Agreement: D2201018 - based on Actual + Projected Disbursements

City of Santa Paula Advanced Water Treatment Facility

Principal is paid over: 30 Years
Interest rate: 2.60000%

Ref Num	Due Date	Date Received	Principal Payment	Interest Rate%	Interest Payment	Total P and I Payment	Total Payment	Ending Balance	CPI Interest
1	7/31/2027		455,960.92	2.600	528,840.00	984,800.92	984,800.92	19,884,039.08	0.00
2	7/31/2028		467,815.90	2.600	516,985.02	984,800.92	984,800.92	19,416,223.18	0.00
3	7/31/2029		479,979.12	2.600	504,821.80	984,800.92	984,800.92	18,936,244.06	0.00
4	7/31/2030		492,458.57	2.600	492,342.35	984,800.92	984,800.92	18,443,785.49	0.00
5	7/31/2031		505,262.50	2.600	479,538.42	984,800.92	984,800.92	17,938,522.99	0.00
6	7/31/2032		518,399.32	2.600	466,401.60	984,800.92	984,800.92	17,420,123.67	0.00
7	7/31/2033		531,877.70	2.600	452,923.22	984,800.92	984,800.92	16,888,245.97	0.00
8	7/31/2034		545,706.52	2.600	439,094.40	984,800.92	984,800.92	16,342,539.45	0.00
9	7/31/2035		559,894.89	2.600	424,906.03	984,800.92	984,800.92	15,782,644.56	0.00
10	7/31/2036		574,452.16	2.600	410,348.76	984,800.92	984,800.92	15,208,192.40	0.00
11	7/31/2037		589,387.92	2.600	395,413.00	984,800.92	984,800.92	14,618,804.48	0.00
12	7/31/2038		604,712.00	2.600	380,088.92	984,800.92	984,800.92	14,014,092.48	0.00
13	7/31/2039		620,434.52	2.600	364,366.40	984,800.92	984,800.92	13,393,657.96	0.00
14	7/31/2040		636,565.81	2.600	348,235.11	984,800.92	984,800.92	12,757,092.15	0.00
15	7/31/2041		653,116.52	2.600	331,684.40	984,800.92	984,800.92	12,103,975.63	0.00
16	7/31/2042		670,097.55	2.600	314,703.37	984,800.92	984,800.92	11,433,878.08	0.00
17	7/31/2043		687,520.09	2.600	297,280.83	984,800.92	984,800.92	10,746,357.99	0.00
18	7/31/2044		705,395.61	2.600	279,405.31	984,800.92	984,800.92	10,040,962.38	0.00
19	7/31/2045		723,735.90	2.600	261,065.02	984,800.92	984,800.92	9,317,226.48	0.00
20	7/31/2046		742,553.03	2.600	242,247.89	984,800.92	984,800.92	8,574,673.45	0.00
21	7/31/2047		761,859.41	2.600	222,941.51	984,800.92	984,800.92	7,812,814.04	0.00
22	7/31/2048		781,667.75	2.600	203,133.17	984,800.92	984,800.92	7,031,146.29	0.00
23	7/31/2049		801,991.12	2.600	182,809.80	984,800.92	984,800.92	6,229,155.17	0.00
24	7/31/2050		822,842.89	2.600	161,958.03	984,800.92	984,800.92	5,406,312.28	0.00
25	7/31/2051		844,236.80	2.600	140,564.12	984,800.92	984,800.92	4,562,075.48	0.00
26	7/31/2052		866,186.96	2.600	118,613.96	984,800.92	984,800.92	3,695,888.52	0.00
27	7/31/2053		888,707.82	2.600	96,093.10	984,800.92	984,800.92	2,807,180.70	0.00
28	7/31/2054		911,814.22	2.600	72,986.70	984,800.92	984,800.92	1,895,366.48	0.00
29	7/31/2055		935,521.39	2.600	49,279.53	984,800.92	984,800.92	959,845.09	0.00
30	7/31/2056		959,845.09	2.600	24,955.97	984,801.06	984,801.06	0.00	0.00
			20,340,000.00		**9,204,027.74**	**29,544,027.74**	**29,544,027.74**		**0.00**

EXHIBIT F – TAX CERTIFICATE

F.1 Purpose.

The purpose of this Exhibit F is to establish the reasonable expectations of the Recipient regarding the Project and the Project Funds, and is intended to be and may be relied upon for purposes of Sections 103, 141 and 148 of the Code and as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations. This Exhibit F sets forth certain facts, estimates and circumstances which form the basis for the Recipient's expectation that neither the Project nor the Bond Funded Portion of the Project Funds is to be used in a manner that would cause the Obligation to be classified as "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

F.2 Tax Covenant.

The Recipient agrees that it will not take or authorize any action or permit any action within its reasonable control to be taken, or fail to take any action within its reasonable control, with respect to the Project which would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code.

F.3 Governmental Unit.

The Recipient is a state or local governmental unit as defined in Section 1.103-1 of the Treasury Regulations or an instrumentality thereof (a "Governmental Unit") and is not the federal government or any agency or instrumentality thereof.

F.4 Financing of a Capital Project.

The Recipient will use the Project Funds to finance capital expenditures it has incurred or will incur for the construction, reconstruction, installation or acquisition of the Project in accordance with the terms of this Agreement. Such expenditures shall not have previously been financed with the proceeds of any other issue of indebtedness except for interim financing by the Recipient, the date of maturity, prepayment or redemption of which is within thirty (30) days of the date of disbursement of Project Funds under this Agreement. All Project Funds shall be allocated to expenditures by the Recipient within thirty (30) days of the date of disbursement, including (if at all) Project Funds allocated to repay interim financing of the Recipient. For purposes of this Section F.4, "interim financing" means notes, commercial paper, loans, lines of credit and other forms of short-term borrowing.

F.5 Ownership and Operation of Project.

The Recipient exclusively owns and, except as provided in Section F.12 hereof, operates the Project.

F.6 Temporary Period.

The Recipient reasonably expects that at least eighty-five percent (85%) of the Bond Funded Portion of the Project Funds will be allocated to expenditures for the Project within three (3) years of the earlier of the effective date of this Agreement or the date the Bonds are issued ("Applicable Date"). The Recipient has incurred, or reasonably expects that it will incur within six (6) months of the Applicable Date, a substantial binding obligation (i.e., not subject to contingencies within the control of the Recipient or a related party) to a third party to expend at least five percent (5%) of the Bond Funded Portion of the Project Funds on Project Costs. The completion of acquisition, construction, improvement and equipping of the Project and the allocation of the Bond Funded Portion of the Project Funds to Project Costs will proceed with due diligence.

F.7 Working Capital.

No operational expenditures of the Recipient or any related entity are being, have been or will be financed or refinanced with Project Funds.

F.8 Expenditure of Proceeds.

The Bond Funded Portion of the Project Funds shall be used exclusively for the following purposes: (i) Reimbursement Expenditures (as defined in Section F.20 below), (ii) Preliminary Expenditures (as defined in Section F.20 below) in an aggregate amount not exceeding twenty percent (20%) of the Bond Funded Portion of the Project Funds, (iii) capital expenditures relating to the Project originally paid by the Recipient on or after the date hereof, (iv) interest on the Obligation through the later of three (3) years after the Applicable Date or one (1) year after the Project is placed in service, and (v) initial operating expenses directly associated with the Project in the aggregate amount not more than five percent (5%) of the Bond Funded Portion of the Project Funds.

F.9 Private Use and Private Payments.

No portion of the Project Funds or the Project is being, has been or will be used in the aggregate for any activities that constitute a Private Use (as defined below). No portion of the principal of or interest with respect to the Payments will be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or will be derived from payments in respect of property used for a Private Use. "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than a Governmental Unit. The leasing of the Project or the access by or the use of the Project by a person or entity other than a Governmental Unit on a basis other than as a member of the general public shall constitute a Private Use. Use by or on behalf of the State of California or any of its agencies, instrumentalities or subdivisions or by any local Governmental Unit and use as a member of the general public will be disregarded in determining whether a Private Use exists. Use under an arrangement that conveys priority rights or other preferential benefits is generally not use on the same basis as the general public. Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if (i) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (ii) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates. An arrangement that does not otherwise convey priority rights or other preferential benefits is not treated, nevertheless, as general public use if the term of the use under the arrangement, including all renewal options, is greater than 200 days. For this purpose, a right of first refusal to renew use under the arrangement is not treated as a renewal option if (i) the compensation for the use under the arrangement is redetermined at generally applicable, fair market value rates that are in effect at the time of renewal; and (ii) the use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business.

F.10 No Sale, Lease or Private Operation of the Project.

The Project (or any portion thereof) will not be sold or otherwise disposed of, in whole or in part, to any person who is not a Governmental Unit prior to the final maturity date of the Obligation. The Project will not be leased to any person or entity that is not a Governmental Unit prior to the final maturity date of the Obligation. Except as permitted under Section F.12 hereof, the Recipient will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts.

F.11 No Disproportionate or Unrelated Use.

No portion of the Project Funds or the Project is being, has been, or will be used for a Private Use that is unrelated or disproportionate to the governmental use of the Project Funds.

F.12 Management and Service Contracts.

The Recipient represents that, as of the date hereof, it is not a party to any contract, agreement or other arrangement with any persons or entities engaged in a trade or business (other than Governmental Units) that involve the management or operation of property or the provision of services at or with respect to the Project that does not comply with the standards of the Treasury Regulations, Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 and IRS Notice 2014-67, or Revenue Procedure 2017-13, as applicable. The Recipient represents that it will not be party to any such contract, agreement or arrangement with any person or entity that is not a Governmental Unit for the management of property or the provision of services at or with respect to the Project, while the Obligation (including any obligation or series thereof issued to refund the Obligation, as the case may be) is outstanding, except: (a) with respect to any contract, agreement or arrangement that does not constitute "private business use" of the Project under Code §141(b), or (b) with respect to any contract, agreement or arrangement that complies with (i) Revenue Procedure 97-13, 1997-1 C.B. 632, as amended by Revenue Procedure 2001-39, 2001-2 C.B. 38, and as amplified by Notice 2014-67, with respect to contracts entered into before August 18, 2017 and not materially modified or extended after August 18, 2017, or (ii) Revenue Procedure 2017-13, with respect to contracts entered into or materially modified or extended on or after August 18, 2017, or (c) with respect to any contract, agreement or arrangement that does not give rise to use of the Bond Funded Portion of the Project Funds or the Project by a non-Governmental Unit of more than the amount of such non-qualified use permitted by the Code, or (d) in the event that the Recipient receives an opinion of counsel, satisfactory to the State Water Board and the Bank and expert in the issuance of state and local government bonds the interest on which is excluded from gross income under Section 103 of the Code ("Nationally-Recognized Bond Counsel"), that such contract, agreement or arrangement will not adversely affect the exclusion of the interest on the Obligation from gross income for federal income taxation purposes.

F.13 No Disposition of Financed Property.

As of the date hereof, the Recipient does not expect to sell or otherwise dispose of any portion of the Project, in whole or in part, prior to the final maturity date of the Obligation.

F.14 Useful Life of Project.

As of the date hereof, the Recipient reasonably expects that the economic useful life of the Project, commencing at Project Completion, will be at least equal to the term of this Agreement, as set forth in Exhibit A hereto.

F.15 Payments.

Payments generally are expected to be derived from assessments, taxes, fees, charges or other current Revenues of the Recipient in each year, and such current Revenues are expected to equal or exceed the Payments during each payment period. Any amounts accumulated in a sinking fund or bona fide debt service fund to pay Payments (whether or not deposited to a fund or account established by the Recipient) will be disbursed to pay Payments within thirteen months of the initial date of accumulation or deposit. Any such fund used for the payment of Payments will be depleted once a year except for a reasonable carryover amount not exceeding the greater of earnings on such fund or one-twelfth of the Payments in either case for the immediately preceding year.

F.16 No Other Replacement Proceeds.

The Recipient will not use any of the Bond Funded Portion of the Project Funds to replace or substitute other funds of the Recipient that were otherwise to be used to finance the Project or which are or will be used to acquire securities, obligations or other investment property reasonably expected to produce a yield that is materially higher than the yield on the Bonds.

F.17 No Sinking or Pledged Fund.

Except as set forth in Section F.18 below, the Recipient will not create or establish any sinking fund or pledged fund which will be used to pay Payments on the Obligation within the meaning of Section 1.148-1(c) of the Treasury Regulations. If any sinking fund or pledged fund comes into being with respect to the Obligation before the Obligation has been fully retired which may be used to pay the Payments, the Recipient will invest such sinking fund and pledged fund moneys at a yield that does not exceed the yield on the Bonds.

F.18 Reserve Amount.

The State Water Board requires that the Recipient maintain and fund a separate account in an amount equal to one (1) year of debt service with respect to the Obligation (the "Reserve Amount") as set forth in Exhibit B. The Recipient represents that the Reserve Amount is and will be available to pay debt service with respect to the Obligation, if and when needed. The Reserve Amount consists solely of revenues of the Recipient and does not include any proceeds of any obligations the interest on which is excluded from gross income for federal income tax purposes or investment earnings thereon. The aggregate of the Reserve Amount, up to an amount not exceeding the lesser of (i) ten percent of the aggregate principal amount of the Obligation, (ii) the maximum annual debt service with respect to the Obligation, or (iii) 125 percent of the average annual debt service with respect to the Obligation, will be treated as a reasonably required reserve fund.

F.19 Reimbursement Resolution.

The "reimbursement resolution" adopted by the Recipient is incorporated herein by reference.

F.20 Reimbursement Expenditures.

Reimbursements are disallowed, except as specifically authorized in Exhibit B or Exhibit D of this Agreement. To the extent so authorized, a portion of the Bond Funded Portion of the Project Funds may be applied to reimburse the Recipient for Project Costs paid before the date hereof, so long as the Project Cost was (i) not paid prior to sixty (60) days before the Recipient adoption of a declaration of official intent to finance the Project, (ii) not paid more than eighteen (18) months prior to the date hereof or the date the Project was placed-in-service, whichever is later, and (iii) not paid more than three (3) years prior to the date hereof (collectively, "Reimbursement Expenditures"), unless such cost is attributable to a "preliminary expenditure." Preliminary expenditure for this purpose means architectural, engineering, surveying, soil testing and similar costs incurred prior to the commencement of construction or rehabilitation of the Project, but does not include land acquisition, site preparation and similar costs incident to the commencement of acquisition, construction or rehabilitation of the Project. Preliminary expenditures may not exceed 20% of the Bond Funded Portion of the Project Funds.

F.21 Change in Use of the Project.

The Recipient reasonably expects to use all of the Bond Funded Portion of the Project Funds and the Project for the entire stated term to maturity of the Obligation. Absent an opinion of Nationally-Recognized Bond Counsel to the effect that such use of the Bond Funded Portion of the Project Funds will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code, the Recipient will use the Bond Funded Portion of the Project Funds and the Project solely as set forth in this Agreement.

F.22 Rebate Obligations.

If the Recipient satisfies the requirements of one of the spending exceptions to rebate specified in Section 1.148-7 of the Treasury Regulations, amounts earned from investments, if any, acquired with the Bond Funded Portion of the Project Funds will not be subject to the rebate requirements imposed under Section 148(f) of the Code. If the Recipient fails to satisfy such requirements for any period, it will notify the State Water Board and the Bank immediately and will comply with the provisions of the Code and the Treasury Regulations at such time, including the payment of any rebate amount calculated by the State Water Board or the Bank.

F.23 No Federal Guarantee.

The Recipient will not directly or indirectly use any of the Bond Funded Portion of the Project Funds in any manner that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, taking into account various exceptions including any guarantee related to investments during an initial temporary period until needed for the governmental purpose of the Bonds, investments as part of a bona fide debt service fund, investments of a reasonably required reserve or replacement fund, investments in bonds issued by the United States Treasury, investments in refunding escrow funds or certain other investments permitted under the Treasury Regulations.

F.24 No Notices or Inquiries from IRS.

Within the last 10 years, the Recipient has not received any notice of a final action of the Internal Revenue Service that determines that interest paid or payable on any debt obligation of the Recipient is or was includable in the gross income of an owner or beneficial owner thereof for federal income tax purposes under the Code.

F.25 Amendments.

The provisions in this Exhibit may be amended, modified or supplemented at any time to reflect changes in the Code upon obtaining written approval of the State Water Board and the Bank and an opinion of Nationally-Recognized Bond Counsel to the effect that such amendment, modification or supplement will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code.

F.26 Reasonable Expectations.

The Recipient warrants that, to the best of its knowledge, information and belief, and based on the facts and estimates as set forth in the tax covenants in this Exhibit, the expectations of the Recipient as set forth in this Exhibit are reasonable. The Recipient is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in the provisions in this Exhibit.

F.27 Assignment.

The Recipient consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation).

Documents Transmitted back to Adobe by the Recipient:

Steps:

1. Once the Adobe notification has been received, the Recipient will open Adobe. The Recipient must checkmark the box to agree to the Consumer Disclosure. Click on [**Accept**]

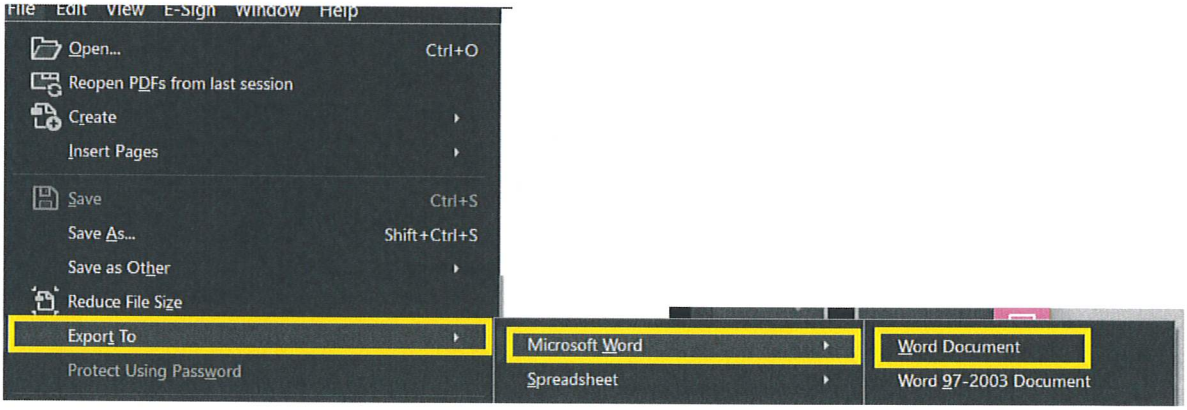


2. The Recipient will need to download the (PDF) documents by selecting the corresponding radio button. Ensure to save the documents to the desired location.





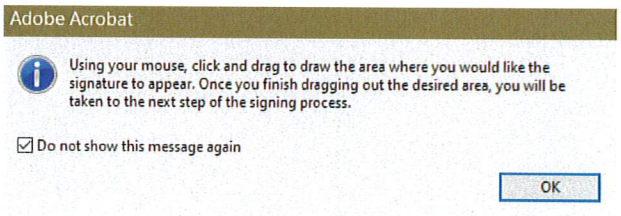
3. Once you have saved the documents to the desired location, the Recipient will proceed with generating the required closing documents. For the documents to be edited, you must save your file in Word format. Click on [**File-Export To-Microsoft Word – Word Document**]



4. Once the Recipient has completed the closing documents, the file must be saved as "Adobe PDF" for their respective digital signatures to be entered.

5. The Recipient will select [**Certificates**] from the tools field and using your mouse, click and drag to draw the area where you would like the signature to appear. A dialogue message box will display your Digital ID press [**Continue**] and click on [**Sign**]. [**Save**]

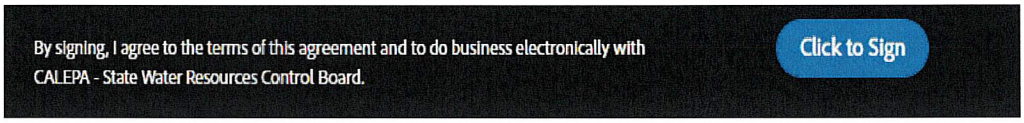




6. The Recipient will attach the signed documents to Adobe by clicking the [**Click to Attachment**] and downloading the signed document(s).



7. Once the closing document(s) have been attached, the Recipient will click on the [**Click to Sign**] button.



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[CLOSING DATE]

State Water Resources Control Board
Division of Financial Assistance
Attn: Koreenia Harmon
1001 I Street
Sacramento, CA 95814

Re: Santa Paula Utility Authority ("Recipient") Construction Installment Sale Agreement - Advanced Water Treatment Facility Project No. 8577-110 ("Project"), Agreement Number: _____,

Ladies and Gentlemen:

We serve as City Attorney to the City of Santa Paula (the "City") in connection with the Project. This opinion is delivered to the State Water Resources Control Board ("State Water Board") at the request of the City. In connection therewith, we have examined the laws pertaining to the City, originals of the Construction Installment Sale Agreement, dated _____, 2022, by and among the Recipient, the City of Santa Paula, and the State Water Board ("Agreement"), the City's rate-setting Ordinance No. 1286, adopted on November 20, 2019, the City's debt management policy, documents related to each of the Material Obligations as set forth in the Agreement, and such other documents, legal opinions, instruments and records, and have made such investigation of law and fact, as we have considered necessary or appropriate for the purpose of this opinion (collectively, the "City Documents").

The opinions expressed herein are based on an analysis of existing statutes, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur.

In our examination, we have assumed, without independent investigation, the authenticity of all documents submitted to us as originals, of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents and the accuracy of the statements and representations contained in such documents. In addition, we have assumed the authority of and due execution by each of the parties to the documents other than the City.

As used in this opinion, the phrase "to the best of our knowledge based upon reasonable investigation" means knowledge as we have obtained from (i) the representations and warranties

contained in each document covered by this opinion and delivered by the City, (ii) the incumbency and signature certificate of the City, and (iii) knowledge of facts or other information currently known to lawyers in this office who have performed legal services for the City.

Based on the foregoing, we are of the opinion that:

(a) The City is a municipal corporation and general law city organized and existing under the laws of the State of California and has the requisite legal right, power, and authority to execute and deliver the Agreement and carry out and consummate all transactions contemplated therein.

(b) The City Documents have been duly adopted at meetings of the City which were called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the City Documents were adopted. The City Documents are in full force and effect and have not been amended, modified, supplemented, or rescinded, nor has the rate-setting resolution been challenged or the rates become subject of a referendum or initiative or other similar process.

(c) To the best of our knowledge based upon a reasonable investigation, all proceedings required by law or under the ordinances of the City to be taken by the City in connection with the authorization of the Agreement and the transactions contemplated by and related thereto, and all such approvals, authorizations, consents or other orders of or filings or registrations with such public boards or bodies, if any, as may be legally required to be obtained by the City prior to the date hereof with respect to all or any of such matters have been taken or obtained and are in full force and effect, except that no opinion is expressed as to any approvals, obligations or proceedings which may be required under any federal securities laws or state blue sky or securities laws.

(d) To the best of our knowledge based upon a reasonable investigation, the execution and delivery of the Agreement and the consummation of the transactions therein will not conflict with or constitute a breach of or default (with due notice or the passage of time or both) under (i) the statutes creating the City or any amendments thereto, (ii) the ordinances or by laws of the City, (iii) any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the City is a party or by which it or its properties are otherwise subject or bound or (iv) any applicable law or administrative regulation or any applicable court or administrative decree or order.

(e) [To the best of our knowledge and based upon a reasonable investigation, the City has sufficient property rights in the Project property for the purposes contemplated

in the Agreement and the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) are inapplicable to the Project. The City has all property rights to access, construct, operate, and maintain the Project, which shall extend at least for the useful life of the Project.]

(f) To the best of our knowledge based upon a reasonable investigation, there is no action, suit, proceeding, inquiry or investigation before or by any court of federal, state, municipal or other governmental authority pending or threatened against or affecting the City's System, as defined in the Agreement, or the assets, properties or operations of the City relating to its System which, if determined adversely to the City or its interests would result in any material change in the assets or financial condition of the City, the City's System or the financial condition thereof, and the City is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, municipal, or other governmental agency which default might have consequences that would materially and adversely affect the financial condition of the City or its System.

(g) Without having undertaken any independent investigation as to the accuracy or completeness of such information and without having undertaken any review of any financial or statistical information contained therein, no facts have come to our attention which lead us to believe that the City's authorized representative has made any untrue statement of a material fact or omitted or omits to state a material fact or has made misleading statements in the Agreement.

(h) The Agreement has been duly authorized, executed, and delivered, and assuming due authorization, execution and delivery of the Agreement by the State Water Board, constitutes legal, valid, and binding obligation of the City enforceable against the City in accordance with its terms, subject to the laws relating to bankruptcy, insolvency, reorganization, or creditors' rights generally and to the application of equitable principles, if equitable remedies are sought.

Our opinion is further qualified by the following:

(a) We express no opinion with respect to the laws of any state or jurisdiction other than California and the United States regarding the enforceability of any transaction mentioned herein or the interpretation, authorization, execution, validity, enforceability or effect of any of the documents mentioned herein; provided further that we express no opinion with respect to California or federal tax and securities law.

(b) As City Attorney to the City in this matter, we have not rendered financial advice to the City and do not represent by this opinion, or otherwise, that we reviewed or made any assessment about, nor do we express any opinion about, the financial ability of the City to pay debt service or amounts due under the Agreement.

The opinions set forth in this letter are limited only to those matters expressly set forth herein. This letter is furnished by us as City Attorney to the City. Other than the City, no attorney-client relationship has existed or exists between our firm and you in connection with the Agreement or by virtue of this letter. Our engagement with respect to the Agreement has terminated as of the date hereof, and we disclaim any obligation to update this letter. This letter is delivered to you, is solely for your benefit and is not to be relied upon for any other purpose or by any other person without our written consent.

We bring to your attention the fact that our conclusions are an expression of professional judgment and are not a guarantee of a result.

Sincerely,

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Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

[CLOSING DATE]

State Water Resources Control Board
Division of Financial Assistance
Attn: Austin Anthony
1001 I Street
Sacramento, CA 95814

Re: Santa Paula Utility Authority ("Recipient") Construction Installment Sale Agreement - Advanced Water Treatment Facility Project No. 8577-110 ("Project"), Agreement Number: _____,

Ladies and Gentlemen:

We serve as General Counsel to the Recipient in connection with the Project. This opinion is delivered to the State Water Resources Control Board ("State Water Board") at the request of the Recipient. In connection therewith, we have examined the laws pertaining to the Recipient, originals of the Construction Installment Sale Agreement, dated _____, 2022, by and among the Recipient, the City of Santa Paula, and the State Water Board ("Agreement"), the Recipient's authorized representative Resolution No. 7398, adopted on May 4, 2022, the Recipient's reimbursement Resolution No. 7399, adopted on May 4, 2022 (collectively, the "Recipient Resolutions"), documents related to each of the Material Obligations as set forth in the Agreement, and such other documents, legal opinions, instruments and records, and have made such investigation of law and fact, as we have considered necessary or appropriate for the purpose of this opinion.

The opinions expressed herein are based on an analysis of existing statutes, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur.

In our examination, we have assumed, without independent investigation, the authenticity of all documents submitted to us as originals, of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents and the accuracy of the statements and representations contained in such documents. In addition, we have assumed the authority of and due execution by each of the parties to the documents other than the Recipient.

As used in this opinion, the phrase "to the best of our knowledge based upon reasonable investigation" means knowledge as we have obtained from (i) the representations and warranties contained in each document covered by this opinion and delivered by the Recipient, (ii) the incumbency and signature certificate of the City, and (iii) knowledge of facts or other information currently known to lawyers in this office who have performed legal services for the Recipient.

Based on the foregoing, we are of the opinion that:

(a) The Recipient, a joint powers authority organized and existing under and by virtue of article s1 through 4 of chapter 5 of division 7 of title 1 (commencing with section 6500) of the California Government Code, as amended, and that certain Joint Exercise of Powers Agreement, dated as of November 19, 2009 to establish the Recipient, has the requisite legal right, power, and authority to execute and deliver the Agreement and carry out and consummate all transactions contemplated therein.

(b) The Recipient Resolutions have been duly adopted at meetings of the Recipient which were called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Recipient Resolutions were adopted. The Recipient Resolutions are in full force and effect and have not been amended, modified, supplemented, or rescinded, nor has the rate-setting resolution been challenged or the rates become subject of a referendum or initiative or other similar process.

(c) To the best of our knowledge based upon a reasonable investigation, all proceedings required by law or under the ordinances or bylaws of the Recipient to be taken by the Recipient in connection with the authorization of the Agreement and the transactions contemplated by and related thereto, and all such approvals, authorizations, consents or other orders of or filings or registrations with such public boards or bodies, if any, as may be legally required to be obtained by the Recipient prior to the date hereof with respect to all or any of such matters have been taken or obtained and are in full force and effect, except that no opinion is expressed as to any approvals, obligations or proceedings which may be required under any federal securities laws or state blue sky or securities laws.

(d) To the best of our knowledge based upon a reasonable investigation, the execution and delivery of the Agreement and the consummation of the transactions therein will not conflict with or constitute a breach of or default (with due notice or the passage of time or both) under (i) the statutes creating the Recipient or any amendments thereto, (ii) the ordinances or by laws of the Recipient, (iii) any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the Recipient is a

party or by which it or its properties are otherwise subject or bound or (iv) any applicable law or administrative regulation or any applicable court or administrative decree or order.

(e) [To the best of our knowledge and based upon a reasonable investigation, the Recipient, as lessee of the System (as defined in the Agreement), has sufficient property rights in the Project property for the purposes contemplated in the Agreement and the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) are inapplicable to the Project. The Recipient has all property rights to access, construct, operate, and maintain the Project, which shall extend at least for the useful life of the Project.]

(f) [To the best of our knowledge based upon a reasonable investigation, there is no action, suit, proceeding, inquiry or investigation before or by any court of federal, state, municipal or other governmental authority pending or threatened against or affecting the System that is leased to the Recipient, as defined in the Agreement, or the assets, properties or operations of the Recipient relating to its System which, if determined adversely to the Recipient or its interests would result in any material change in the assets or financial condition of the Recipient, the System or the financial condition thereof, and the Recipient is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, municipal, or other governmental agency which default might have consequences that would materially and adversely affect the financial condition of the Recipient or the System.]

(g) Without having undertaken any independent investigation as to the accuracy or completeness of such information and without having undertaken any review of any financial or statistical information contained therein, no facts have come to our attention which lead us to believe that the Recipient's authorized representative has made any untrue statement of a material fact or omitted or omits to state a material fact or has made misleading statements in the Agreement.

(h) The Agreement has been duly authorized, executed, and delivered, and assuming due authorization, execution and delivery of the Agreement by the State Water Board, constitutes legal, valid, and binding obligation of the Recipient enforceable against the Recipient in accordance with its terms, subject to the laws relating to bankruptcy, insolvency, reorganization, or creditors' rights generally and to the application of equitable principles, if equitable remedies are sought.

Our opinion is further qualified by the following:

(a) We express no opinion with respect to the laws of any state or jurisdiction other than California and the United States regarding the enforceability of any transaction mentioned herein or the interpretation, authorization, execution, validity, enforceability or effect of any of the documents mentioned herein; provided further that we express no opinion with respect to California or federal tax and securities law.

(b) As General Counsel to the Recipient in this matter, we have not rendered financial advice to the Recipient and do not represent by this opinion, or otherwise, that we reviewed or made any assessment about, nor do we express any opinion about, the financial ability of the Recipient to pay debt service or amounts due under the Agreement.

The opinions set forth in this letter are limited only to those matters expressly set forth herein. This letter is furnished by us as General Counsel to the Recipient. Other than the Recipient, no attorney-client relationship has existed or exists between our firm and you in connection with the Agreement or by virtue of this letter. Our engagement with respect to the Agreement has terminated as of the date hereof, and we disclaim any obligation to update this letter. This letter is delivered to you, is solely for your benefit and is not to be relied upon for any other purpose or by any other person without our written consent.

We bring to your attention the fact that our conclusions are an expression of professional judgment and are not a guarantee of a result.

Sincerely,

May 16, 2023

SINGLE AUDIT REPORTING

Your financing agreement may be funded with Federal Capitalization Grants, from Federal Catalog 66.458. If your financing agreement is funded with Federal Capitalization Grants, you will be bound by the rules and regulations set forth in the Office of Management and Budget (OMB) Circular A-133. This requirement includes the submission of a single or program audit if you expend amounts of $750,000 or more of Federal funds during a fiscal year. The receipt of the funds may be either direct or via a pass-through entity as the State Water Resources Control Board. ***The Single Audit Report must be submitted to the State Controller's Office (SCO) and to the State Water Resources Control Board, Division of Financial Assistance within nine months after the end of your fiscal year.***

If you have any questions regarding the Single Audit Report, please contact Ms. Xia Lao (916) 319-0163 or email at Xia.Lao@waterboards.ca.gov.

California Environmental Quality Act (CEQA) Determination

City of Santa Paula (Applicant)
City of Santa Paula Advanced Water Treatment Facility (Project)
Project Number: C-06-8577-110

As the Deputy Director for the State Water Resources Control Board (State Water Board), Division of Financial Assistance, I have been delegated the authority to approve and execute the financing agreement for projects that are routine and non-controversial. The execution of the financing agreement is an action that is subject to CEQA. The authority to make this CEQA determination necessarily accompanies the delegation to approve and execute the financing agreement for this Project. I hereby find the following:

1. The Applicant is the CEQA Lead Agency and the State Water Board is a Responsible Agency under CEQA. The Applicant approved a Notice of Exemption (NOE) for the Project on October 12, 2020, and filed an NOE with the Ventura County Clerk on October 12, 2020 and the Governor's Office of Planning and Research, State Clearinghouse (No. 2020110084) on November 05, 2020.

2. This Project is categorically exempt under the CEQA Guidelines, California Code of Regulations, title 14, division 6, chapter 3, article 19, sections 15301 and 153030. The Project involves the operation, repair, and maintenance of an existing facility, involving negligible expansion of existing use. The Project includes the construction of limited numbers of new, small facilities or structures.

3. The Project will not result in any significant adverse water quality impacts.

A final copy of the NOE and record of financing approval for the Project are available to the general public at the State Water Board, Division of Financial Assistance at 1001 I Street, 16th Floor, Sacramento, CA 95814.

Joe Karkoski Digitally signed by Joe Karkoski
Date: 2023.04.19 12:12:07 -07'00'

Joe Karkoski, Deputy Director
Division of Financial Assistance

Date

EXHIBIT C

General Counsel Opinion SPUA & COSP
State Revolving Fund Loan Agreement for City of Santa Paula Advanced Water Treatment Facility

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(760) 568-2611
Irvine
(949) 263-2600
Los Angeles
(213) 617-8100
Manhattan Beach
(310) 643-8448

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(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

[CLOSING DATE]

State Water Resources Control Board
Division of Financial Assistance
Attn: Austin Anthony
1001 I Street
Sacramento, CA 95814

Re: Santa Paula Utility Authority ("Recipient") Construction Installment Sale Agreement - Advanced Water Treatment Facility Project No. 8577-110 ("Project"), Agreement Number: _____,

Ladies and Gentlemen:

We serve as General Counsel to the Recipient in connection with the Project. This opinion is delivered to the State Water Resources Control Board ("State Water Board") at the request of the Recipient. In connection therewith, we have examined the laws pertaining to the Recipient, originals of the Construction Installment Sale Agreement, dated _____, 2023, by and among the Recipient, the City of Santa Paula, and the State Water Board ("Agreement"), the Recipient's authorized representative Resolution No. 7398, adopted on May 4, 2022, the Recipient's reimbursement Resolution No. 7399, adopted on May 4, 2022 (collectively, the "Recipient Resolutions"), documents related to each of the Material Obligations as set forth in the Agreement, and such other documents, legal opinions, instruments and records, and have made such investigation of law and fact, as we have considered necessary or appropriate for the purpose of this opinion.

The opinions expressed herein are based on an analysis of existing statutes, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur.

In our examination, we have assumed, without independent investigation, the authenticity of all documents submitted to us as originals, of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents and the accuracy of the statements and representations contained in such documents. In addition, we have assumed the authority of and due execution by each of the parties to the documents other than the Recipient.

As used in this opinion, the phrase "to the best of our knowledge based upon reasonable investigation" means knowledge as we have obtained from (i) the representations and warranties contained in each document covered by this opinion and delivered by the Recipient, (ii) the incumbency and signature certificate of the City, and (iii) knowledge of facts or other information currently known to lawyers in this office who have performed legal services for the Recipient.

Based on the foregoing, we are of the opinion that:

(a) The Recipient, a joint powers authority organized and existing under and by virtue of article s1 through 4 of chapter 5 of division 7 of title 1 (commencing with section 6500) of the California Government Code, as amended, and that certain Joint Exercise of Powers Agreement, dated as of November 19, 2009 to establish the Recipient, has the requisite legal right, power, and authority to execute and deliver the Agreement and carry out and consummate all transactions contemplated therein.

(b) The Recipient Resolutions have been duly adopted at meetings of the Recipient which were called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Recipient Resolutions were adopted. The Recipient Resolutions are in full force and effect and have not been amended, modified, supplemented, or rescinded, nor has the rate-setting resolution been challenged or the rates become subject of a referendum or initiative or other similar process.

(c) To the best of our knowledge based upon a reasonable investigation, all proceedings required by law or under the ordinances or bylaws of the Recipient to be taken by the Recipient in connection with the authorization of the Agreement and the transactions contemplated by and related thereto, and all such approvals, authorizations, consents or other orders of or filings or registrations with such public boards or bodies, if any, as may be legally required to be obtained by the Recipient prior to the date hereof with respect to all or any of such matters have been taken or obtained and are in full force and effect, except that no opinion is expressed as to any approvals, obligations or proceedings which may be required under any federal securities laws or state blue sky or securities laws.

(d) To the best of our knowledge based upon a reasonable investigation, the execution and delivery of the Agreement and the consummation of the transactions therein will not conflict with or constitute a breach of or default (with due notice or the passage of time or both) under (i) the statutes creating the Recipient or any amendments thereto, (ii) the ordinances or by laws of the Recipient, (iii) any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the Recipient is a

party or by which it or its properties are otherwise subject or bound or (iv) any applicable law or administrative regulation or any applicable court or administrative decree or order.

(e) To the best of our knowledge and based upon a reasonable investigation, the Recipient, as lessee of the System (as defined in the Agreement), has sufficient property rights in the Project property for the purposes contemplated in the Agreement and the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) are inapplicable to the Project. The Recipient has all property rights to access, construct, operate, and maintain the Project, which shall extend at least for the useful life of the Project.

(f) To the best of our knowledge based upon a reasonable investigation, there is no action, suit, proceeding, inquiry or investigation before or by any court of federal, state, municipal or other governmental authority pending or threatened against or affecting the System that is leased to the Recipient, as defined in the Agreement, or the assets, properties or operations of the Recipient relating to its System which, if determined adversely to the Recipient or its interests would result in any material change in the assets or financial condition of the Recipient, the System or the financial condition thereof, and the Recipient is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, municipal, or other governmental agency which default might have consequences that would materially and adversely affect the financial condition of the Recipient or the System.

(g) Without having undertaken any independent investigation as to the accuracy or completeness of such information and without having undertaken any review of any financial or statistical information contained therein, no facts have come to our attention which lead us to believe that the Recipient's authorized representative has made any untrue statement of a material fact or omitted or omits to state a material fact or has made misleading statements in the Agreement.

(h) The Agreement has been duly authorized, executed, and delivered, and assuming due authorization, execution and delivery of the Agreement by the State Water Board, constitutes legal, valid, and binding obligation of the Recipient enforceable against the Recipient in accordance with its terms, subject to the laws relating to bankruptcy, insolvency, reorganization, or creditors' rights generally and to the application of equitable principles, if equitable remedies are sought.

Our opinion is further qualified by the following:

(a) We express no opinion with respect to the laws of any state or jurisdiction other than California and the United States regarding the enforceability of any transaction mentioned herein or the interpretation, authorization, execution, validity, enforceability or effect of any of the documents mentioned herein; provided further that we express no opinion with respect to California or federal tax and securities law.

(b) As General Counsel to the Recipient in this matter, we have not rendered financial advice to the Recipient and do not represent by this opinion, or otherwise, that we reviewed or made any assessment about, nor do we express any opinion about, the financial ability of the Recipient to pay debt service or amounts due under the Agreement.

The opinions set forth in this letter are limited only to those matters expressly set forth herein. This letter is furnished by us as General Counsel to the Recipient. Other than the Recipient, no attorney-client relationship has existed or exists between our firm and you in connection with the Agreement or by virtue of this letter. Our engagement with respect to the Agreement has terminated as of the date hereof, and we disclaim any obligation to update this letter. This letter is delivered to you, is solely for your benefit and is not to be relied upon for any other purpose or by any other person without our written consent.

We bring to your attention the fact that our conclusions are an expression of professional judgment and are not a guarantee of a result.

Sincerely,

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Washington, DC
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[CLOSING DATE]

State Water Resources Control Board
Division of Financial Assistance
Attn: Austin Anthony
1001 I Street
Sacramento, CA 95814

Re: Santa Paula Utility Authority ("Recipient") Construction Installment Sale Agreement - Advanced Water Treatment Facility Project No. 8577-110 ("Project"), Agreement Number: _____,

Ladies and Gentlemen:

We serve as City Attorney to the City of Santa Paula (the "City") in connection with the Project. This opinion is delivered to the State Water Resources Control Board ("State Water Board") at the request of the City. In connection therewith, we have examined the laws pertaining to the City, originals of the Construction Installment Sale Agreement, dated _____, 2023, by and among the Recipient, the City of Santa Paula, and the State Water Board ("Agreement"), the City's rate-setting Ordinance No. 1286, adopted on November 20, 2019, the City's debt management policy, documents related to each of the Material Obligations as set forth in the Agreement, and such other documents, legal opinions, instruments and records, and have made such investigation of law and fact, as we have considered necessary or appropriate for the purpose of this opinion (collectively, the "City Documents").

The opinions expressed herein are based on an analysis of existing statutes, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur.

In our examination, we have assumed, without independent investigation, the authenticity of all documents submitted to us as originals, of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents and the accuracy of the statements and representations contained in such documents. In addition, we have assumed the authority of and due execution by each of the parties to the documents other than the City.

As used in this opinion, the phrase "to the best of our knowledge based upon reasonable investigation" means knowledge as we have obtained from (i) the representations and warranties

contained in each document covered by this opinion and delivered by the City, (ii) the incumbency and signature certificate of the City, and (iii) knowledge of facts or other information currently known to lawyers in this office who have performed legal services for the City.

Based on the foregoing, we are of the opinion that:

(a) The City is a municipal corporation and general law city organized and existing under the laws of the State of California and has the requisite legal right, power, and authority to execute and deliver the Agreement and carry out and consummate all transactions contemplated therein.

(b) The City Documents have been duly adopted at meetings of the City which were called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the City Documents were adopted. The City Documents are in full force and effect and have not been amended, modified, supplemented, or rescinded, nor has the rate-setting resolution been challenged or the rates become subject of a referendum or initiative or other similar process.

(c) To the best of our knowledge based upon a reasonable investigation, all proceedings required by law or under the ordinances of the City to be taken by the City in connection with the authorization of the Agreement and the transactions contemplated by and related thereto, and all such approvals, authorizations, consents or other orders of or filings or registrations with such public boards or bodies, if any, as may be legally required to be obtained by the City prior to the date hereof with respect to all or any of such matters have been taken or obtained and are in full force and effect, except that no opinion is expressed as to any approvals, obligations or proceedings which may be required under any federal securities laws or state blue sky or securities laws.

(d) To the best of our knowledge based upon a reasonable investigation, the execution and delivery of the Agreement and the consummation of the transactions therein will not conflict with or constitute a breach of or default (with due notice or the passage of time or both) under (i) the statutes creating the City or any amendments thereto, (ii) the ordinances or by laws of the City, (iii) any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the City is a party or by which it or its properties are otherwise subject or bound or (iv) any applicable law or administrative regulation or any applicable court or administrative decree or order.

(e) To the best of our knowledge and based upon a reasonable investigation, the City has sufficient property rights in the Project property for the purposes contemplated

in the Agreement and the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) are inapplicable to the Project. The City has all property rights to access, construct, operate, and maintain the Project, which shall extend at least for the useful life of the Project.

(f) To the best of our knowledge based upon a reasonable investigation, there is no action, suit, proceeding, inquiry or investigation before or by any court of federal, state, municipal or other governmental authority pending or threatened against or affecting the City's System, as defined in the Agreement, or the assets, properties or operations of the City relating to its System which, if determined adversely to the City or its interests would result in any material change in the assets or financial condition of the City, the City's System or the financial condition thereof, and the City is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, municipal, or other governmental agency which default might have consequences that would materially and adversely affect the financial condition of the City or its System.

(g) Without having undertaken any independent investigation as to the accuracy or completeness of such information and without having undertaken any review of any financial or statistical information contained therein, no facts have come to our attention which lead us to believe that the City's authorized representative has made any untrue statement of a material fact or omitted or omits to state a material fact or has made misleading statements in the Agreement.

(h) The Agreement has been duly authorized, executed, and delivered, and assuming due authorization, execution and delivery of the Agreement by the State Water Board, constitutes legal, valid, and binding obligation of the City enforceable against the City in accordance with its terms, subject to the laws relating to bankruptcy, insolvency, reorganization, or creditors' rights generally and to the application of equitable principles, if equitable remedies are sought.

Our opinion is further qualified by the following:

(a) We express no opinion with respect to the laws of any state or jurisdiction other than California and the United States regarding the enforceability of any transaction mentioned herein or the interpretation, authorization, execution, validity, enforceability or effect of any of the documents mentioned herein; provided further that we express no opinion with respect to California or federal tax and securities law.

(b) As City Attorney to the City in this matter, we have not rendered financial advice to the City and do not represent by this opinion, or otherwise, that we reviewed or made any assessment about, nor do we express any opinion about, the financial ability of the City to pay debt service or amounts due under the Agreement.

The opinions set forth in this letter are limited only to those matters expressly set forth herein. This letter is furnished by us as City Attorney to the City. Other than the City, no attorney-client relationship has existed or exists between our firm and you in connection with the Agreement or by virtue of this letter. Our engagement with respect to the Agreement has terminated as of the date hereof, and we disclaim any obligation to update this letter. This letter is delivered to you, is solely for your benefit and is not to be relied upon for any other purpose or by any other person without our written consent.

We bring to your attention the fact that our conclusions are an expression of professional judgment and are not a guarantee of a result.

Sincerely,

RESOLUTION NO. 7474

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA PAULA UTILITY AUTHORITY APPROVING THE CONSTRUCTION INSTALLMENT SALE AGREEMENT FOR THE ADVANCED WATER TREATMENT FACILITY PROJECT, AND APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS

WHEREAS, the California State Water Resources Board (the "CSWRB") has approved the application of the Santa Paula Utility Authority (the "Authority") for financial assistance through its Clean Water State Revolving Fund (the "CWSRF") program for the planning, design, and construction of its Advanced Water Treatment Facility project (the "Project") and has authorized funding for the Project, consisting of a loan component in a not to exceed amount of $20,500,000;

WHEREAS, the form of Construction Installment Sale Agreement, Advanced Water Treatment Facility Project, Project No. C-06-8577-110, Agreement No. D22021018 between the Santa Paula Utility Authority and the California State Water Resources Control Board (the "Agreement") prepared by CSWRB, which is incorporated herein by reference, has been presented to the Board of Directors of the Authority (the "Board") for its review and approval;

WHEREAS, the information required to be obtained and disclosed with respect to the Agreement and participation in the CWSRF program by the Board of Directors of the Authority (the "Board") in accordance with Government Code Section 5852.1 is set forth in Exhibit A attached hereto;

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the execution and delivery of the Agreement will be in compliance with said policy; and

WHEREAS, the Board desires to approve said transaction in furtherance of the public purposes of the Authority and the City of Santa Paula, and the Board wishes at this time to authorize all proceedings relating to the entering into the Agreement for the purpose of financing the Project.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SANTA PAULA UTILITY AUTHORITY, AS FOLLOWS:

Section. 1. **Authorization to Execute and Deliver Agreement**. The Board hereby approves the Agreement and authorizes and directs the Chair of the Board, the Executive Director or Treasurer of the Authority (the "Designated Officers"), for and in the name of the Board, to execute, and deliver the Agreement in substantially the form presented to the Board at this meeting, with such changes, insertions, revisions, corrections, or amendments as are approved by the officer or officers executing the Agreement. The execution of the Agreement by a Designated Officer or Officers constitutes conclusive evidence of such officer's or officers' and the Board's approval of any such changes, insertions, revisions, corrections, or amendments to the form of the Agreement presented to the Board at this meeting; provided that the funding amounts do not exceed the amount recited above.

Section. 2. **General Authorization**. The Board hereby authorizes and directs the Designated Officers and other officers and agents of the Board, and each of them individually, for and in the name of and on behalf of the Board, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the

financing of the Project under the Agreement and the CWSRF program, and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 3. **Effective Date**. This resolution takes effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED, this 6th day of September, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Andy Sobel, Chair
Santa Paula Utility Board

Attest:

Julie Latshaw, CMC, Secretary

Approved as to Form:

Monica Castillo, Interim General Counsel

Exhibit A

Good Faith Estimates

In accordance with Government Code Section 5852.1, the following information has been obtained and disclosed to the Board in connection with the approval of the Construction Installment Sale Agreement:

(i) The estimated true interest cost of the Construction Installment Sale Agreement (being the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Construction Installment Sale Agreement) is 2.60%.

(ii) The estimated finance charge of the Construction Installment Sale Agreement (being the sum of all fees and charges paid to third parties) is $75,000.

(iii) The estimated proceeds of the Construction Installment Sale Agreement expected to be received, net of proceeds for finance charges in (ii) above to paid from the principal amount of the Construction Installment Sale Agreement and any reserves or capitalized interest paid or funded with Construction Installment Sale Agreement is $20,340,000

(iv) The estimated total payment amount of the Construction Installment Sale Agreement (being the sum total of all payments the District will make to pay amounts under the Construction Installment Sale Agreement, plus any financing costs not paid from proceeds of the Construction Installment Sale Agreement) to the final maturity thereof is $29,496,915.

The foregoing estimates constitute good faith estimates only, the stated dollar amounts may differ from such good faith estimates due to a variety of factors.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Miguel Perez,

Subject: UPDATE ON PILOT PROGRAM FOR SPANISH LANGUAGE INTERPRETATION AT PUBLIC MEETINGS

Date: September 6, 2023

Agenda Item: 12.D

RECOMMENDATION:

Staff recommends City Council:

1. Receive an update on the pilot program for Spanish language Interpretation at public meetings; and

2. Provide staff direction on whether to extend services at public meetings for FY 2023/24.

Presented by: Miguel Perez, Community Development Technician

BACKGROUND:

At the September 21, 2022, City Council meeting, Council approved an allocation of funding from the second tranche of the City's American Rescue Plan Act (ARPA) to support several programs and projects. One of the programs Council set funds aside for was to explore a pilot program for Spanish interpretation services at public meetings, namely City Council meetings and workshops.

On November 2, 2022, Council directed staff to move forward with a six-month pilot program for offering Spanish interpretation services at City Council meetings beginning with the first regular meeting of 2023.

The Council selected Homeland Language (HLS) to provide experienced interpreters trained in the field for high-quality language interpretation services.

ANALYSIS:

On January 18, 2023, at the first regular City Council meeting, the City began offering Spanish language interpreting services for all City Council meetings for those attending in person, as well as the translation of public comments received at the dais. Additionally, the language interpretation services are broadcast to residents through our Spectrum Channel 10 Public, Educational and Governmental (PEG) access channel via the Secondary Audio program (SAP) function on all televisions for those who wish to view the meetings in Spanish remotely.

Currently, staff is unable to monitor the number of residents viewing our local Channel 10 or those using our SAP option.

Below, and attached as Exhibit A, is a summary of HLS's services at Council meetings from January 18, 2023, to May 17, 2023.

Total Appointments (Since January-July)	24 Appointments (12 meetings)
Average Duration	131 Minutes
Total Headsets Requested (total)	4
Public Comments Translated (total)	5
Average Cost per Meeting	$490
Total Cost for Pilot Period	$4949.00

Over the course of the pilot, there have been requests for 4 headsets and translations of 5 public comments. In order to mitigate the costs of renting headsets through HLS ($10 per headset), staff was able to work with our IT Division and broadcast coordinator to install a temporary workstation in the Council Chambers in order to utilize the City owned headsets and receivers, mitigating reoccurring costs associated with headset rentals.

Should Council wish to extend the interpretation program, staff will want to access opportunities to enhance soundproofing or potential relocation of the interpreters behind closed doors to avoid noise distraction during meetings. Furthermore, based on feedback during a recent ad hoc communications committee meeting, staff could work with local community-based groups to spread the word that interpretation services are available at Council meetings. Staff could also explore working with the City Clerk to update the language in the agenda packet to share with residents that interpretation services are available at Council meetings.

STRATEGIC PLAN:

This item is not contained in Council's 2-Year Strategic Plan although it does align with the City's broader vision of inclusivity and accessibility.

FISCAL IMPACTS:

On September 21, 2022, Council amended the operating and CIP budget for FY 2022/23 allocating $10,000 of American Rescue Plan Act (ARPA) funds into GL 412-5-0511-209 for the Pilot Program for Interpretation Services. As of May 17, 2023, the balance available for interpretation services was $5,051 with enough funding to continue service coverage through the present time.

On June 21, 2023, Council budgeted under Department 515, GL 103-5-0515-209 (PROF/CONTR SVCS-OTHER), $10,000 per year in FY2023/24 and FY2024/25 for interpretation services should Council decide to continue with this program post-pilot. If directed, the associated costs illustrated below provide Council an overview of the typical expenses linked to continuing to offer such services.

Company	Cost (2 hours or less)	Travel Fee
Homeland Language Services	One Interpreter (2 hour min): $110.00 per hour x 2 = $220	$0.625 per mile

The average cost incurred for a City Council meeting is $490.00 per meeting, spanning a minimum of four hours with two interpreters and travel costs for each interpreter, averaging approximately $490.00 total per meeting.

OPTIONS:

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

1. Do not move forward with interpretation services at Council meetings; or

2. Direct staff to only provide interpreters on a case-by-case basis.

ATTACHMENTS:

Exhibit A- Spanish Interpreting Pilot Program Data.pdf

Exhibit A -

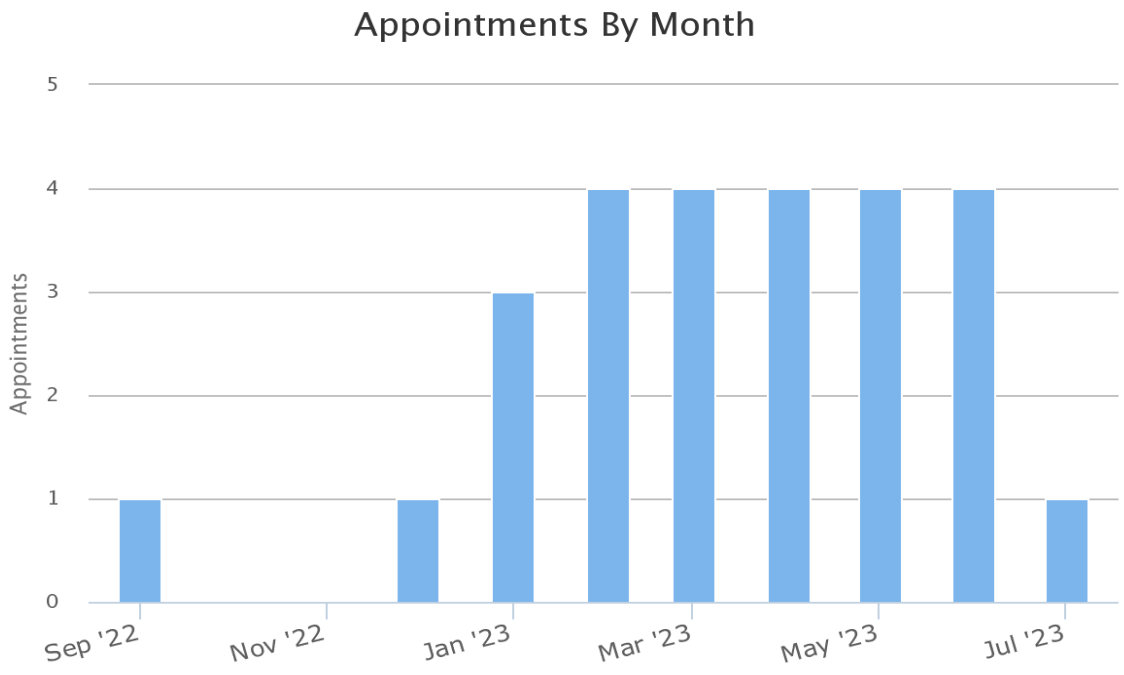
Spanish Interpreting Pilot Program Data

Spanish Interpretation Overview

Total Appointments (Since January-present)	24 Appointments
Average Duration	131 Minutes
Total Headsets Requested (total)	4
Public Comments Translated (total)	5
Average Cost (Per Meeting 4 hour minimum)	$490.00

Spanish Interpretation Pilot Program Budget (6-month)	$10,000
Remaining Amount (As of 5/17/23)	$5,051
*Channel 10 SAP Option began being offered during month of February 2023	

Miscellaneous Events	
Districting Workshops	2 Workshops (4 headsets requested)
Union Oil Building	1 Workshop- 2 more projected



CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: CITY MANAGER DEPARTMENT ORGANIZATION

Date: September 6, 2023

Agenda Item: 12.E

RECOMMENDATION:

It is recommended the City Council:

Adopt Resolution 7480, removing the Assistant City Manager position from the adopted Position Control List and establishing a new Deputy City Manager job specification with a corresponding salary at Range 207 within the City's adopted compensation schedule.

Presented by: Dan Singer, City Manager

BACKGROUND:

In May 17, 2023, the Council participated in a workshop on the outsourcing of various services throughout the City. The purpose of the workshop was to articulate the type, scope and cost of professional services the City uses and relies on. Specific to the City Manager's Office, contract services were discussed for grant writing, state and federal advocacy efforts, and public relations services. As a part of the workshop, Council had the opportunity to ask questions, challenge assumptions and inquire as to the necessity for certain services.

At the workshop, information was exchanged regarding the value of the services the City was receiving for lobbying efforts, grant writing and public relations services given City staff's own successes handling such subjects. Council encouraged staff to look more closely at these relationships in advance of the July 1 budget cycle. 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. As a result, during the budget adoption process, 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.

This report is 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.

ANALYSIS:

The City currently pays $78,000 for state and federal advocacy efforts, $42,000 for grant writing services, 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 (Management Analyst) and our Fellows.

Two years ago, the City allocated $20,000 to hire a Lead for America Fellow; a full-time position usually secured by a college student or recent college graduate. The fellowship was extremely successful and this past year we worked with the PBID and Chamber of Commerce to secure a second fellow. The City paid $5,000 toward the second fellow while the Chamber and PBID paid the balance of the $20,000 annual expense, or $15,000. The program has been coordinated and supervised by the Management Analyst who also oversees the contracted services discussed above.

The City Manager is now seeking Council support to reclassify the Management Analyst position in exchange for the establishment of a Deputy City Manager (DCM) position within the City Manager's Office. If approved, the Management Analyst position would be eliminated. The DCM would have responsibility for the City's public relations (PIO) efforts; legislative advocacy, lobbying, and policy development; grant writing, research and monitoring; strategic planning and implementation; economic and business vitality in collaboration with the Community & Economic Development Department, and employee enrichment and engagement. The position would also work closely with the new Emergency Preparedness Coordinator on outreach and preparedness efforts and with the Human Resources Administrator to oversee cultural and organizational projects and initiatives aimed at enhancing the workplace experience for our employees. Economic Development would be greatly enhanced 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. This division of responsibilities is described in the new DCM job definition attached to Resolution 7480, but graphically illustrated on Exhibit C to this report.

It is recommended the DCM position be placed within the Executive Management Group, similar to the Assistant City Manager classification which has gone unfunded and unfilled the past three years. This would allow greater integration of the position into the core cultural and operational directives of the City Manager. Unlike the Assistant City Manager, however, the DCM position would not be over members of the Executive Group. The DCM would have direct oversight of the successful Fellows program, promoting, attracting and selecting future local fellows to serve the City. The DCM may also supervise part-time and contract employees either within the Administration Department or as requested by Executive Group members. Existing positions within the City Manager's Office may be assigned to the DCM at a future time.

Looking forward, it is proposed the City would keep the federal advocacy contract, eliminate the grant writing contract, and reduce the public relations services. The cost savings would allow for a second full-time fellow, in addition to the Chamber and PBID fellow, bringing the total annual fellowships to three. One fellow would work with the DCM on strategic planning initiatives, grants, and special projects, while the second fellow would focus on communications, Channel 10 content, media posts and press releases.

Should Council concur with these organizational adjustments, the adoption of a new position title, corresponding job classification and adjusted position control list would be required, as

contemplated in the attached adopting Resolution 7480.

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:

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	$115,128
Additional benefits for 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**	**$260,504**

Council allocated $10,000 in one-time ARPA funds for our fellowship program which wasn't required by Lead for America this past year. If those funds are applied this fiscal year to the additional fellow, the recommended costs of the restructuring would be $250,104 and within the adopted budget. Any budget savings would be put towards added public relations services and hiring someone to assist with complex writing assignment, 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 one fellow position would 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. 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:

Resolution No. 7480.docx
Exhibit A to Resolution No. 7480.docx
Exhibit B - Proposed Salary Schedule and Position Control List.pdf
Exhibit C: Economic Development Graphic.png

RESOLUTION NO. 7480

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ESTABLISHING A NEW DEPUTY CITY MANAGER CLASSICATION 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 112), 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 6th of September 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, Interim City Attorney

_____
Daniel Singer, City Manager

EXHIBIT A

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; and 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 implement action of the budget and long range goals for the City.

- Participate with City Manager in framing Council's vision and strategies for accomplishing organizational initiatives.

- Represents the City' 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.

- Maintain 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.

- Represents and supports the City Manager with City Council, employee and citizen 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; monitors the pending item list, and keeps the City Manager informed about projects and issues of importance to Council.

- Oversee public communications and community engagement; ensures that departments are providing a high level of customer service to the community; assist with the development of strategies to improve service levels and efficiencies; resolves difficult and/or complex citizen complaints on behalf of the City Manager and/or City Council

- Provide the City Manager with accurate and timely information to support decision-making and policy direction.

- Serve as project manager for a variety of special projects; facilitate project activities and resolve problems; develop and submit project reports to the City Manager.

- Designated as the Public Information Officer (PIO) for the City; coordinates the release of media and public information, and acts as the spokesperson for the City and all departments; manages and participates in the writing of press releases, newsletters and special publications concerning the City or community issues for distribution to the media.

- Serve as the City website content manager and establishes policies and standards related to the website; participates in the development and maintenance of the City's website.

- Serve as a resource for the public, community organizations, and the general public; assists in negotiating and resolving significant and controversial issues; responds to and resolves difficult and sensitive citizen inquiries and complaints.

- Assume management responsibility for assigned services and activities of the economic development program in collaboration with the Community and Economic Development Department, including and attracting increased capital investments and expanding and diversifying employment opportunities; establishes and maintains a private/public partnership for positive long-term economic change.

- Analyze existing economic situations relative to business attraction and expansion; reviews modern techniques for business attraction and retention; negotiates and resolves sensitive and controversial issues.

- Acts as liaison between the City, Chamber of Commerce, Property Business Improvement District (PBID) and the private sector for business vitality, retention, expansion and attraction.

- Develops internal and external communication tools and resources for sharing information and helping prospective businesses and/or developers navigate through the City's development processing and permitting.

- Coordinates contracts and activities to meet the City's tourism goals; coordinates business assistance programs and special projects, including federal and state grants relating to economic vitality; advocates on federal and state legislation that impacts the City's business community.

- Coordinate and collaborates with other departments and outside agencies; serves as a liaison with public and private organizations, community groups, and other social organizations; and provides information and serves as a resource.

- 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; seeks out and assists commercial and industrial prospects for business within the City.

- Oversees Lead for America Fellowship Program and coordinates the work of interns assigned to the City.

- Assists Human Resources and other departments in developing employee initiatives that align with the City Council strategic plan and goals.

- In collaboration with the City Manager and other City departments helps promote employee engagement through communication, social media efforts, surveys, newsletters and developing a culture that is consistent with the City's mission, vision and core values.

- Oversees the City's grant opportunities, including forecasting future grant strategies, supporting City departments in grant applications and tracking and monitoring grant program and awards.

- In collaboration with the Emergency Preparedness Coordinator responds to significant emergency situations; gathers, verifies, coordinates, and disseminates meaningful and timely information about the incident to the public and city departments; as the City's designated Public Information Officer interfaces with the public, media, various agencies and the public to meet the incident-related information needs.

- Manages, researches, locates and applies for a variety of private and public grants including, but not limited to, Federal Emergency Management Administration (FEMA) and other Homeland Security government agencies.

- Assists in overseeing the activities of the City Clerk's Office including agenda preparation, coordination of meetings, elections and public records requests.

- Performs related duties as assigned.

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.

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	5.0%	102.93	-	-	-	-	214,094.40	-	-	-	-
102	HUMAN RESOURCES ADMINISTRATOR	5.0%	58.31	61.23	64.30	67.52	70.90	121,284.80	127,358.40	133,744.00	140,441.60	147,472.00
103	PARKS & RECREATION DIRECTOR	5.0%	61.05	64.11	67.32	70.69	74.23	126,984.00	133,348.80	140,025.60	147,035.20	154,398.40
106	PLANNING DIRECTOR	5.0%	63.10	66.26	69.58	73.06	76.72	131,248.00	137,820.80	144,726.40	151,964.80	159,577.60
107	FINANCE DIRECTOR/CITY TREASURER	5.0%	62.30	65.42	68.70	72.14	75.75	129,584.00	136,073.60	142,896.00	150,051.20	157,560.00
108	PUB WORKS DIR/CITY ENGINE	5.0%	69.04	72.50	76.13	79.94	83.94	143,603.20	150,800.00	158,350.40	166,275.20	174,595.20
109	POLICE CHIEF	5.0%	70.85	74.40	78.12	82.03	86.14	147,368.00	154,752.00	162,489.60	170,622.40	179,171.20
110	ASSISTANT CITY MANAGER	5.0%	69.44	72.92	76.57	80.40	84.42	144,435.20	151,673.60	159,265.60	167,232.00	175,593.60
111	CHIEF TECHNOLOGY OFFICER	5.0%	58.97	61.92	65.02	68.28	71.70	122,657.60	128,793.60	135,241.60	142,022.40	149,136.00
113	DEPUTY CITY MANAGER	New	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	5.0%	46.09	48.40	50.82	53.37	56.04	95,867.20	100,672.00	105,705.60	111,009.60	116,563.20
205	POLICE COMMANDER	5.0%	59.05	62.01	65.12	68.38	71.80	122,824.00	128,980.80	135,449.60	142,230.40	149,344.00
207	ASSISTANT PUB WORKS DIRECTOR	5.0%	56.28	59.10	62.06	65.17	68.43	117,062.40	122,928.00	129,084.80	135,553.60	142,334.40
208	CHIEF BUILDING OFFICIAL	5.0%	43.37	45.54	47.82	50.22	52.74	90,209.60	94,723.20	99,465.60	104,457.60	109,699.20
209	ASSISTANT POLICE CHIEF	5.0%	64.25	67.47	70.85	74.40	78.12	133,640.00	140,337.60	147,368.00	154,752.00	162,489.60
213	PLANNING COMMISSIONER	AP	50.00	-	-	-	-					
214	PLANNING MANAGER	5.0%	48.37	50.79	53.33	56.00	58.80	100,609.60	105,643.20	110,926.40	116,480.00	122,304.00
215	WATER OPERATIONS SUPERINTENDENT	5.0%	52.54	55.17	57.93	60.83	63.88	109,283.20	114,753.60	120,494.40	126,526.40	132,870.40
258	PLANNER, ASSISTANT/GIS ANALYST	5.0%	31.81	33.41	35.09	36.85	38.70	66,164.80	69,492.80	72,987.20	76,648.00	80,496.00
259	ENGINEERING TECH. SR.	5.0%	32.61	34.25	35.97	37.77	39.66	67,828.80	71,240.00	74,817.60	78,561.60	82,492.80
263	PLANNER, ASSOCIATE	5.0%	36.04	37.85	39.75	41.74	43.83	74,963.20	78,728.00	82,680.00	86,819.20	91,166.40
265	MANAGEMENT ANALYST	5.0%	37.87	39.77	41.76	43.85	46.05	78,769.60	82,721.60	86,860.80	91,208.00	95,784.00
268	ACCOUNTANT	5.0%	33.29	34.96	36.71	38.55	40.48	69,243.20	72,716.80	76,356.80	80,184.00	84,198.40
272	WATER SUPERVISOR	5.0%	35.97	37.77	39.66	41.65	43.74	74,817.60	78,561.60	82,492.80	86,632.00	90,979.20
273	PURCHASING AGENT	5.0%	37.87	39.77	41.76	43.85	46.05	78,769.60	82,721.60	86,860.80	91,208.00	95,784.00
274	SR. RECORDS SUPERVISOR	5.0%	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
275	ADMINISTRATIVE ANALYST I	5.0%	23.90	25.10	26.36	27.68	29.07	49,712.00	52,208.00	54,828.80	57,574.40	60,465.60
276	RECREATION SUPERVISOR	5.0%	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
277	PARKS & FACILITIES SUPERVISOR	5.0%	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
278	FLEET SUPERVISOR	5.0%	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
279	STREETS MAINTENANCE SUPERVISOR	5.0%	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
280	ADMINISTRATIVE ANALYST II	5.0%	29.88	31.38	32.95	34.60	36.33	62,150.40	65,270.40	68,536.00	71,968.00	75,566.40
281	ASSOCIATE ENGINEER	5.0%	42.50	44.63	46.87	49.22	51.69	88,400.00	92,830.40	97,489.60	102,377.60	107,515.20
282	EMERGENCY SERVICES COORDINATOR	5.0%	33.29	34.96	36.71	38.55	40.48	69,243.20	72,716.80	76,356.80	80,184.00	84,198.40
283	CITY CLERK	5.0%	31.26	32.83	34.48	36.21	38.03	65,020.80	68,286.40	71,718.40	75,316.80	79,102.40
301	CUSTODIAN	5.0%	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
302	CUST SERVICES REP	5.0%	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
304	WATER DISTRIBUTION OPERATOR I	5.0%	23.98	25.18	26.44	27.77	29.16	49,878.40	52,374.40	54,995.20	57,761.60	60,652.80
309	ADMINISTRATIVE ASSISTANT	5.0%	20.05	21.06	22.12	23.23	24.40	41,704.00	43,804.80	46,009.60	48,318.40	50,752.00
311	ANIMAL SERVICES COORDINAT	5.0%	20.95	22.00	23.10	24.26	25.48	43,576.00	45,760.00	48,048.00	50,460.80	52,998.40
313	SR. ADMINISTRATIVE ASST.	5.0%	21.05	22.11	23.22	24.39	25.61	43,784.00	45,988.80	48,297.60	50,731.20	53,268.80
314	WATER DISTRIBUTION OPERATOR II	5.0%	25.17	26.43	27.76	29.15	30.61	52,353.60	54,974.40	57,740.80	60,632.00	63,668.80
315	MECHANIC I	5.0%	21.27	22.34	23.46	24.64	25.88	44,241.60	46,467.20	48,796.80	51,251.20	53,830.40
318	WATER TREATMENT/PROD OPERATOR I	5.0%	26.42	27.75	29.14	30.60	32.13	54,953.60	57,720.00	60,611.20	63,648.00	66,830.40
320	WATER TREATMENT/PROD OPERATOR II	5.0%	27.76	29.15	30.61	32.15	33.76	57,740.80	60,632.00	63,668.80	66,872.00	70,220.80
321	WATER DIST OPERATOR III	5.0%	26.42	27.75	29.14	30.60	32.13	54,953.60	57,720.00	60,611.20	63,648.00	66,830.40
322	LEAD WATER DIST OPERATOR	5.0%	29.14	30.60	32.13	33.74	35.43	60,611.20	63,648.00	66,830.40	70,179.20	73,694.40
323	BUILDING INSPECTOR I	5.0%	24.94	26.19	27.50	28.88	30.33	51,875.20	54,475.20	57,200.00	60,070.40	63,086.40
324	MECHANIC II	5.0%	26.63	27.97	29.37	30.84	32.39	55,390.40	58,177.60	61,089.60	64,147.20	67,371.20
325	WATER DIST WORKER IV	5.0%	27.76	29.15	30.61	32.15	33.76	57,740.80	60,632.00	63,668.80	66,872.00	70,220.80
326	BUILDING INSPECTOR II	5.0%	30.30	31.82	33.42	35.10	36.86	63,024.00	66,185.60	69,513.60	73,008.00	76,668.80
328	ENGINEERING TECH/INSPECTO	5.0%	24.57	25.80	27.09	28.45	29.88	51,105.60	53,664.00	56,347.20	59,176.00	62,150.40
329	SENIOR ACCOUNTING TECHNIC	5.0%	22.25	23.37	24.54	25.77	27.06	46,280.00	48,609.60	51,043.20	53,601.60	56,284.80
330	EQUIPMENT MAINT LEADWORK	5.0%	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
331	FACILITIES MAINT LEADWORK	5.0%	23.62	24.81	26.06	27.37	28.74	49,129.60	51,604.80	54,204.80	56,929.60	59,779.20
332	FAC MAINT WRK I	5.0%	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
333	FAC MAINT WRK II	5.0%	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
334	MAINTENANCE WRK I	5.0%	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
335	MAINTANENCE WRK II	5.0%	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
336	LEAD WATER TREAT & PROD OPERATOR	5.0%	29.13	30.59	32.12	33.73	35.42	60,590.40	63,627.20	66,809.60	70,158.40	73,673.60
339	STREET MAINT LEADWORKER	5.0%	23.62	24.81	26.06	27.37	28.74	49,129.60	51,604.80	54,204.80	56,929.60	59,779.20
340	WASTEWATER LEADWORKER	5.0%	23.26	24.43	25.66	26.95	28.30	48,380.80	50,814.40	53,372.80	56,056.00	58,864.00
341	WASTEWATER COLL WRK I	5.0%	19.95	20.95	22.00	23.10	24.26	41,496.00	43,576.00	45,760.00	48,048.00	50,460.80
342	WASTEWATER COLL WRK I	5.0%	21.90	23.00	24.15	25.36	26.63	45,552.00	47,840.00	50,232.00	52,748.80	55,390.40
343	COMMUNITY DEVELOPMENT TECHNICIAN	5.0%	24.57	25.80	27.09	28.45	29.88	51,105.60	53,664.00	56,347.20	59,176.00	62,150.40
344	RECREATION PROGRAM COORDINATOR	5.0%	20.23	21.25	22.32	23.44	24.62	42,078.40	44,200.00	46,425.60	48,755.20	51,209.60

345	PERMIT TECHNICIAN	5.0%	27.95	29.35	30.82	32.37	33.99	58,136.00	61,048.00	64,105.60	67,329.60	70,699.20
346	ENGINEERING TECH I	5.0%	24.26	25.48	26.76	28.10	29.51	50,460.80	52,998.40	55,660.80	58,448.00	61,380.80
347	ENGINEERING TECH II	5.0%	28.08	29.49	30.97	32.52	34.15	58,406.40	61,339.20	64,417.60	67,641.60	71,032.00
348	LEAD PARK AND ABATEMENT SPECIALIST	5.0%	20.23	21.25	22.32	23.44	24.62	42,078.40	44,200.00	46,425.60	48,755.20	51,209.60
349	ACCOUNTING SPECIALIST	5.0%	24.04	25.25	26.52	27.85	29.25	50,003.20	52,520.00	55,161.60	57,928.00	60,840.00
350	WATER SYSTEMS OPERATOR I	5.0%	27.75	29.14	30.60	32.13	33.74	57,720.00	60,611.20	63,648.00	66,830.40	70,179.20
351	WATER SYSTEMS OPERATOR II	5.0%	29.14	30.60	32.13	33.74	35.43	60,611.20	63,648.00	66,830.40	70,179.20	73,694.40
352	WATER SYSTEMS OPERATOR III	5.0%	30.60	32.13	33.74	35.43	37.21	63,648.00	66,830.40	70,179.20	73,694.40	77,396.80
353	WATER SYSTEMS OPERATOR IV	5.0%	32.13	33.74	35.43	37.21	39.08	66,830.40	70,179.20	73,694.40	77,396.80	81,286.40
354	LEAD WATER SYSTEMS OPERATOR	5.0%	33.74	35.43	37.21	39.08	41.04					
401	PUBLIC SAFETY DISP CLERK	5.0%	24.87	26.12	27.43	28.81	30.26	51,729.60	54,329.60	57,054.40	59,924.80	62,940.80
402	PUB SAFETY DISPATCH SUPER	5.0%	32.16	33.77	35.46	37.24	39.11	66,892.80	70,241.60	73,756.80	77,459.20	81,348.80
403	POLICE OFFICER	5.0%	37.11	38.97	40.92	42.97	45.12	77,188.80	81,057.60	85,113.60	89,377.60	93,849.60
405	POLICE SENIOR	5.0%	41.55	43.63	45.82	48.12	50.53	86,424.00	90,750.40	95,305.60	100,089.60	105,102.40
406	POLICE SERGEANT	5.0%	48.38	50.80	53.34	56.01	58.82	100,630.40	105,664.00	110,947.20	116,500.80	122,345.60
407	POLICE RECRUIT		26.42	-	-	-	-	54,953.60	-	-	-	-
501	COMMUNITY SERVICES OFFICE		19.20	20.16	21.17	22.23	23.35	39,936.00	41,932.80	44,033.60	46,238.40	48,568.00
502	EVIDENCE & PROPERTY TECHNICIAN		21.26	22.33	23.45	24.63	25.87	44,220.80	46,446.40	48,776.00	51,230.40	53,809.60
503	RECORDS TECHNICIAN		19.00	19.95	20.95	22.00	23.10	39,520.00	41,496.00	43,576.00	45,760.00	48,048.00
703	IT SUPPORT ANALYST	5.0%	34.35	36.07	37.88	39.78	41.77	71,448.00	75,025.60	78,790.40	82,742.40	86,881.60
704	PAYROLL SPECIALIST	5.0%	24.04	25.25	26.52	27.85	29.25	50,003.20	52,520.00	55,161.60	57,928.00	60,840.00
705	EXECUTIVE ASSISTANT	5.0%	22.77	23.91	25.11	26.37	27.69	47,361.60	49,732.80	52,228.80	54,849.60	57,595.20
706	HUMAN RESOURCES ANALYST	5.0%	34.35	36.07	37.88	39.78	41.77	71,448.00	75,025.60	78,790.40	82,742.40	86,881.60
707	HUMAN RESOURCE TECHNICIAN	5.0%	24.04	25.25	26.52	27.85	29.25	50,003.20	52,520.00	55,161.60	57,928.00	60,840.00
801	RECREATION LEADER II	MW-1	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
802	RECREATION LEADER III	MW-2	16.86	17.71	18.60	19.53	20.51	35,068.80	36,836.80	38,688.00	40,622.40	42,660.80
803	COMM SERVICE OFFICER	MW-1	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
804	NUTRITION COORDINATOR	MW-1	16.05	16.86	17.71	18.60	19.53	33,384.00	35,068.80	36,836.80	38,688.00	40,622.40
806	FACILITY ATTENDANT	5.0%	17.16	18.02	18.93	19.88	20.88					
808	SENIOR COORDINATOR	5.0%	20.23	21.25	22.32	23.44	24.62					
809	SECRETARY II	5.0%	21.66	22.75	23.89	25.09	26.35	45,052.80	47,320.00	49,691.20	52,187.20	54,808.00
810	POLICE RESERVE	AP	26.70									
811	CITY INTERN	MW-1	16.05	16.86	17.71	18.60	19.53					
816	PARK ABATEMENT SPECIALIST	5.0%	19.06	20.02	21.03	22.09	23.20					
818	POLICE CADET	MW-1	16.05	16.86	17.71	18.60	19.53					
819	PW FIELD TECHNICIAN	MW-1	16.05	16.86	17.71	18.60	19.53					
820	CRIMINAL INVESTIGATIVE ANALYST	5.0%	36.84	38.69	40.63	42.67	44.81					
821	MECHANIC HELPER	MW-1	16.05	16.86	17.71	18.60	19.53					
822	RECREATION LEADER I / CITY CORP TRAINEE	MW-1	16.05	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	5.0%	27.95	29.35	30.82	32.37	33.99					
900	COUNCILMEMBER	EL	600.00	-	-	-	-					

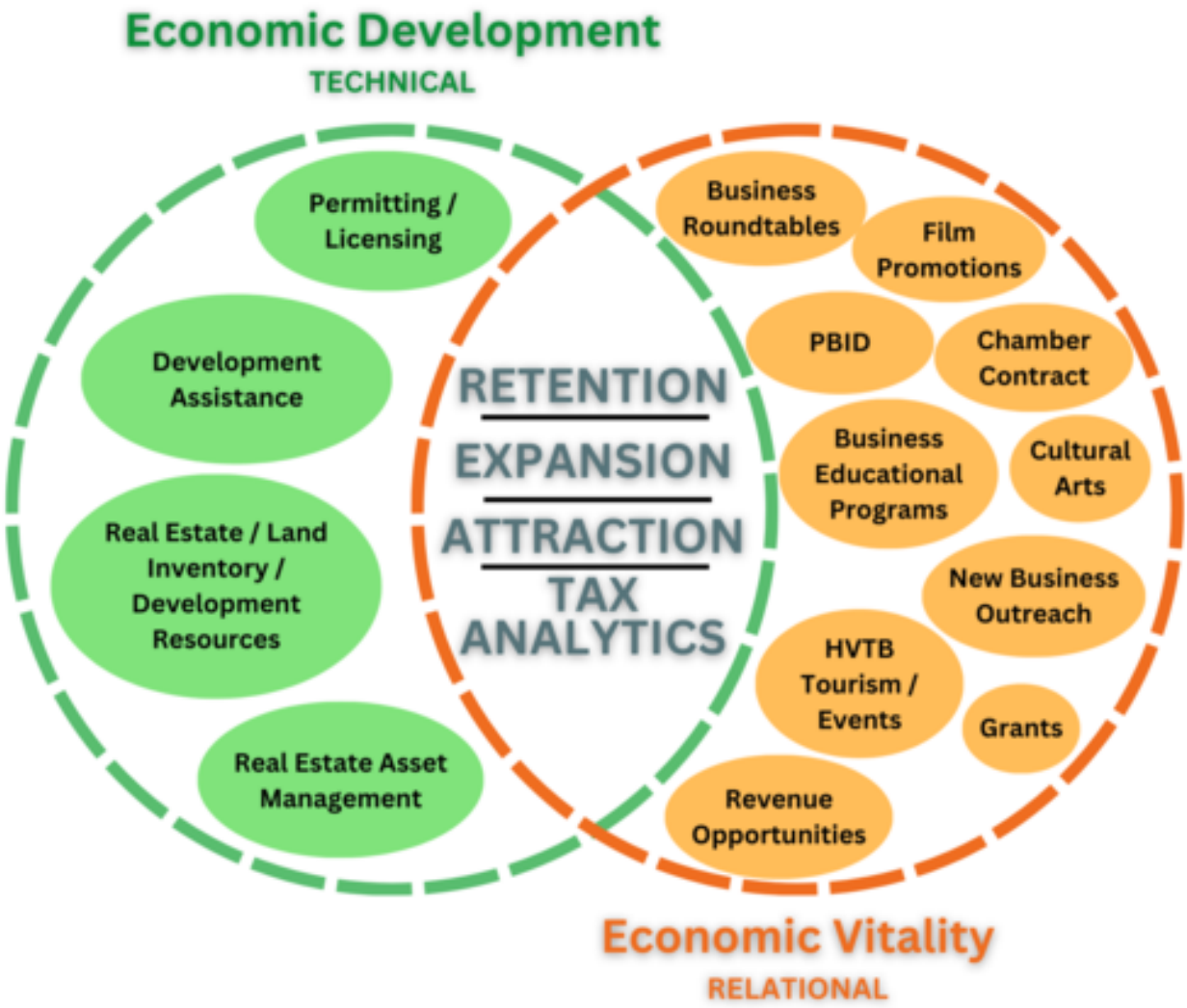
Notes

10% Engineer's Certificate included in range 108 & 207

The law requires the lesser of 3.5 percent and the rate of change in the averages of the two most recent U.S. CPI-W unless those averages are negative. If negative, no increase or decrease

Minimum wage of $16.05 is based on assumed increase of 3.5%. This change will only become effective if and when California law is changed requiring this increase
Rec Leader III will be adjusted at 5% above Rec Leader II should minimum wage increase

SPPOA MOU and City Manager Restructuring pending approval. Rates highlighted subject to approval of Council on 9/6/2023


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

Santa Paula City Council Tentative Agenda Schedule

DEPARTMENT	Wednesday, October 4, 2023	Proposed Date
Fire	Ventura County Fire Department Report	10/4/23
PD	Police Department Report	10/4/23
PW	Main Street Crosswalk Improvements Project Contract Award	10/4/23
CDD	Façade Improvement Program	10/4/23
Admin	Council Procedural Guidelines Adoption	10/4/23
PW	Sports Park Storm Basin & Well 7 Easements	10/4/23
Finance	Travel Policy Update	10/4/23
	Wednesday, October 18, 2023	
CDD	Community Development Department Report	10/18/23
PW	Chloride Source Study Report	10/18/23
Finance	Year-end and First Quarter Fiscal Review	10/18/23
Admin	Review of Flag Policy	10/18/23
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	
P&R	Oil Museum Use Options	
Attorney	Municipal Code Update Overview	October
Attorney	Review of Code of Conduct Policy	September
	FUTURE AGENDA ITEMS	
PW	Plans & Specifications for 8th Street Streetlight Repair Project	
PW	Citywide Street Maintenance Construction Award (Fall PMP Funding)	
Admin	SoCal Edison Discussion on Rates	
Finance	Unclaimed Funds	
CDD	VCTC Update on Railroad	
CDD	Cultural Arts Update	
CDD	ADU Ordinance	
Legal	Fire MOU Amendment	

Updated 8/31/2023