

City of Santa Paula

City Council

MAYOR JENNY CROSSWHITE
VICE MAYOR ANDY SOBEL
COUNCILMEMBER RICHARD ARAIZA
COUNCILMEMBER CARLOS JUAREZ
COUNCILMEMBER LESLIE CORNEJO



CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, APRIL 6, 2022

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
JOHN C. COTTI, CITY ATTORNEY

Spare Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file in the Office of the City Clerk and are available for public inspection. If you have any questions regarding any agenda item, contact the City Clerk at (805) 933-4208.

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 will 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. PRESENTATIONS

6.A PARKS & RECREATION DEPARTMENT ACTIVITY UPDATE RECOMMENDATION:

Staff recommends the City Council:

- Receive and file the Parks & Recreation Department's Activity Report for the period of January 1, 2022 to March 31, 2022.

Presented By: Greg Barnes

6.B HARVEST UPDATE PRESENTATION

Presented By: Dan Singer

7. 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.

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 EXTEND APPROVAL TO HOLD VIRTUAL CITY COUNCIL, COMMISSION, COMMITTEE, BOARD AND OTHER CITY BODIES, MEETINGS PURSUANT TO AB 361

RECOMMENDATION:

Staff recommends that the City Council:

1. Extend Approval to hold Virtual City Council, Commission, Board, and other City Bodies Meetings Pursuant to AB 361.

Presented By: Julie Latshaw

10.B APPROVAL OF MINUTES

RECOMMENDATION:

Staff recommends City Council approve:

1. City Council Special Meeting - March 16, 2022
2. City Council Regular Meeting - March 16, 2022
3. City Council Special Closed Session Meeting - March 28, 2022

Presented By: Julie Latshaw

10.C

SECOND READING TO ADOPT ORDINANCE NO. 1314 AMENDING CHAPTER 16.44 OF THE SANTA PAULA MUNICIPAL CODE TO ALLOW ELECTRIFIED SECURITY FENCES IN COMMERCIAL-LIGHT INDUSTRIAL (C-LI), LIGHT INDUSTRIAL (LI), AND INDUSTRIAL (I) ZONES; AND FIND THE ORDINANCE EXEMPT FROM CEQA

RECOMMENDATION:

Staff recommends City Council:

Conduct a second reading to Adopt Ordinance No. 1314 Amending Chapter 16.44 of the Santa Paula Municipal Code to Allow Electrified Security Fences in Commercial-Light Industrial (C-LI), Light Industrial (LI), and Industrial (I) Zones; and Find the Ordinance Exempt from CEQA.

Presented By: James Mason

10.D **SURPLUS VEHICLES AND EQUIPMENT
RECOMMENDATION:**

Staff recommends that the City Council:

1. Authorize the designation and sale of surplus vehicles and equipment in accordance with the City's Memorandum of Understanding with Ventura County General Services Agency.

Presented By: Clete J Saunier

10.E **TREE CARE SERVICES AGREEMENT
RECOMMENDATION:**

Staff recommends that the City Council:

1. Authorize the City Manager to execute an agreement with International Environmental Corporation for an amount not to exceed seventy-five thousand dollars (\$75,000) annually for City-Wide Tree Care Services.

Presented By: Greg Barnes

10.F **CITY HALL PERMITTED STREET PARKING
RECOMMENDATION:**

Staff recommends that the City Council:

1. Approve the designation of permitted street parking on Ventura Street and Mill Street adjacent to City Hall.

Presented By: Clete J Saunier

10.G **APPROVAL OF FINAL PARCEL MAP NO. 6065 (HARVEST AT
LIMONEIRA PROJECT)
RECOMMENDATION:**

Staff recommends that the City Council:

1. Adopt Resolution No. 7391 approving Final Parcel Map No. 6065;
2. Direct the Mayor, City Engineer, City Attorney and City Clerk to sign Final Parcel Map No. 6065 and file with the County Recorder; and
3. Authorize the City Manager to sign the attached Subdivision Improvement Agreement.

Presented By: Clete J Saunier

11. ACTION ITEMS

11.A **NONPROFIT EMERGENCY RELIEF FUND GRANT AWARDS**

RECOMMENDATION:

1. Approve the recommended grant awards for the Nonprofit Emergency Relief Fund program as determined by the ad hoc committee.

Presented By: Jonathan Royas

11.B **DISTRICT-BASED ELECTIONS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7393 Declaring the City's Intention to Transition from At-Large to District-Based Elections pursuant to California Elections Code Section 10010(E)(3)(A) and Finding the Action Exempt from CEQA.
2. Provide further or alternative direction to City Staff.

Presented By: John Cotti

11.C **MILITARY EQUIPMENT POLICY - AB481**

RECOMMENDATION:

That the City Council introduce and waive first reading of Ordinance No 1315 adopting a Military Use Equipment Policy pursuant to AB 481.

Presented By: Travis Walker

11.D **HARVARD BOULEVARD WATER AND SEWER PIPELINE REPLACEMENT AND PAVING REHABILITATION PROJECT BID RESULTS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Reject all bids submitted for construction of the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project.
2. Authorize Staff to re-advertise for Project bids.

Presented By: Clete J Saunier

12. **ITEMS FOR FUTURE AGENDAS**

12.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council Review Future Agenda Items.

Presented By: Dan Singer

13. CLOSED SESSION

14. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On _____, at _____ Signed: _____

Julie Latshaw

City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: PARKS & RECREATION DEPARTMENT ACTIVITY UPDATE

Date: April 6, 2022

Agenda Item: 6.A

RECOMMENDATION:

Staff recommends the City Council:

- Receive and file the Parks & Recreation Department's Activity Report for the period of January 1, 2022 to March 31, 2022.

Presented by: Greg Barnes, Parks and Recreation Director

BACKGROUND:

For the months of January 2022 through March 2022, the Parks and Recreation Department staff worked on and executed the following:

RECREATION & COMMUNITY SERVICES

- Free Four Week Outdoor Basketball Program; 150 youth participated.
- Delivered 65 Valentine Day Grams to residents.
- The Youth Center reopened on March 7th with an average daily attendance of 19 youth. They are planning a Community Open House in April.
- The Santa Paula All Children Thrive Program is now meeting. Their first meeting of 2022 was March 17th. Meetings are being held at the Youth Center.
- Community Center hallway mural was completed.
- Hired four new part-time Recreation Leaders:
 - Gabby Ornelas
 - Natalie Rodriguez
 - Andrea Maya
 - Mirka Vargas
- Staff has been planning the 4th of July Fireworks Show.
- Collaborated with Santa Paula Slamna #2 Action Sports Competition held at the Skate Park.
- Abel Duque (Recreation Supervisor) attended the JPIA Parks & Recreation Academy in Indian Wells.
- City Corps Leader Trainees continue to assist with various projects: downtown

- beautification, tree maintenance, youth center, and park maintenance support.
- Department continues to host two interns from Santa Paula High School.
- Applied for the California for All Youth Jobs Corps Grant
- Classes Offered:

- Preschool (20)*
- Tae Kwon Do (23)
- Folklorico (6)
- Gymnastics (51)

*Preschool classes participated in Read Across America by hosting guest readers for the day.

SENIOR SERVICES

- A variety of classes are being offered at the Senior Center:
 - Mat Yoga (12), Chair Yoga (7), Tai Chi (20), Knitting (18), Coffee Club (6), Walking Club (3), Creative Writing (6), Wii Bowling (2), Craft Class (5), Zumba (15), NEW Healthier Living Class (4), NEW LIFE Legal Information for Elders (15).
- Staff offered two afternoon movies which has had an average of thirty (30) attendees. Free popcorn was provided by the Optimist Club.
- Hosted two luncheons with an average attendance of 130; the themes were Valentine's Day for February and St. Patrick's Day for March.
- 1,067 seniors have been offered services to date.

Senior Nutrition Program

The Senior Nutrition Program served 1,171 congregate meals and delivered 1,722 meals to homebound seniors during the months of January – February.

A total of 407 seniors served to date.

Total number of meals served since July 1st : **15,584**

PARKS & FACILITIES

- Staff responded to 1039 work orders. 384 of those work order were for graffiti removal.
 - Facility related emergency call-outs: 5
- Hired two part-time Park & Abatement Specialist:
 - Francisco Aguilera
 - Brenden De La Torre
- Celebrated Arbor Day & received Tree City USA designation from the Arbor Day Foundation
- Tree Maintenance:
 - Trees trimmed/pruned: 31
 - Trees removed: 20
 - Trees planted: 58
 - Tree related emergency call-outs: 2
- Solicited bids (RFB) for the Eucalyptus Trees / CalFire Grant Project
- Selected a vendor for City Wide Tree Care Services
- Carpenter's Union provided volunteers on Saturday, March 12th to continue the rehab project of the Harding Park Caretaker's House. They installed drywall and built a new

closet in each bedroom, among other tasks.

- Installed a new swamp cooler in the Community Center main kitchen.
- Installed fence at Recreation Park; shared cost with Boys & Girls Club.
- Installed new snack bar at the Hersel Hopkins Field (girls softball) at Harding Park.
- Signed an agreement with Art Gutierrez to assist with project management.
- Skate Park fence painting project was completed.
- Installed new sod in portions of the outfields at Harding Park and graded the fields in preparation of Little League and Girls Softball seasons.
- Repaired and installed new uplighting to the trees in Green Street Alley walkway.
- Continue to use our painting robot to line the fields for park users (soccer, baseball and softball).

COMMISSIONS & COMMITTEES

The Parks & Recreation Commission and the Senior Advisory Committee are meeting monthly. The Harding Park Advisory Board is meeting every other month.

FACILITY RENTALS

Community Center - 2

Cultural Arts Building - 0

Train Depot - 0

PARK RENTALS & RESERVATIONS

Teague Park: 42

Las Piedras Park: 36

McKevett Park: 16

Harding Park: 332

Recreation Park: 4

SPECIAL EVENT PERMITS

Staff issued two (2) special event permits.

FILM PERMITS

Staff issued one (1) film permit.

OTHER PERMITS & TRANSACTIONS

The Parks & Recreation Department is responsible for processing other various permits, banner requests, etc...Below is the information for the last quarter:

- Jolly Jump Permits: 2
- Main Street Banners: 1

- Teague Park Banners: 3
- Channel 10 Ads: 11

UPCOMING PROGRAMS, EVENTS & PROJECTS

- Job Fair April 5th & 12th
- Easter / Earth Day Event April 9th
- Senior Health Fair May 4th
- Spring into Summer Community Festival & Movie Night June 11
- Summer Camp / MAC

ANALYSIS:

STRATEGIC PLAN:

N/A

FISCAL IMPACTS:

None

OPTIONS:

N/A

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: EXTEND APPROVAL TO HOLD VIRTUAL CITY COUNCIL,
COMMISSION, COMMITTEE, BOARD AND OTHER CITY BODIES,
MEETINGS PURSUANT TO AB 361

Date: April 6, 2022

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Extend Approval to hold Virtual City Council, Commission, Board, and other City Bodies Meetings Pursuant to AB 361.

Presented by: Julie Latshaw, City Clerk

BACKGROUND:

With the expiration of the Governor's Executive Order, the Governor signed into law Assembly Bill 361. Effective October 1, 2021, AB 361 allows local governments to continue to conduct remote virtual meetings so long as there is a state-proclaimed state of emergency and the legislative body makes mandatory findings.

On October 6, 2021, the Council unanimously voted to continue virtual City Council meetings under AB 361 by adopting Resolution No. 7369. In November, however, the Council returned to in-person meetings and allowed Resolution No. 7369 to lapse.

On January 19, 2022, the Council again unanimously voted to continue virtual City Council, Commission, Board, and other City Bodies meeting under AB 361 by adopting Resolution No. 7384.

In order to extend the ability to hold virtual City Council, Commission, Board, and other City Bodies Meetings pursuant to AB 361, the City Council must make the findings and determinations under AB 361 to again allow the Council to meet virtually.

ANALYSIS:

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent

risk to the safety of attendees.

The above conditions continue to exist at this time, and staff recommends the City Council by motion reconfirm the findings and determinations made in Resolution No. 7384 so that the City Council may continue to meet virtually under AB 361.

Lastly, it is important to note that AB 361 is optional. If the City Council wishes, it may meet in person.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

There is no fiscal impact associated with this item.

OPTIONS:

1. Approve staff recommendations; or
2. Without a majority vote of the City Council every 30 days, to extend the time, Resolution No. 7384 approving virtual meetings pursuant to AB 361 would lapse, requiring Council to hold in-person meetings until extended by a majority vote.

ATTACHMENTS:



**CITY OF SANTA PAULA
CITY COUNCIL – SPECIAL MEETING
MARCH 16, 2022, 4:30 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1. ROLL CALL

Mayor Crosswhite called the meeting to order at 4:30 p.m.

2. PUBLIC COMMENT

None.

3. ACTION ITEMS

3.A Investment Policy and Portfolio Strategy Discussion

Finance Director Christy Ramirez introduced the proposed Investment Policy and Portfolio Strategy.

Ryan Tauber and Christopher McCarry from Chandler Asset Management presented their recommendations for the City of Santa Paula's Investment Policy and Portfolio.

4. CLOSED SESSION

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code §54950, et seq.) for the following purpose:

4.A CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code section 54956.9(d)(2) - February 11, 2022, Letter from attorney Jason Dominguez concerning the California Voting Rights Act.

4.B CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code section 54956.9(d)(1) - *Ventura County fire Protection District, et al, v. Santa Clara Waste Water Company, et al*, Ventura County Superior Court Case No. 56-2016-00484523-CU-PO-VTA

4.C CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code section 54957.6 - City Representative: City Manager Dan Singer, City Attorney John C. Cotti; Unrepresented Employees: Executive Management Group

Council adjourned to Closed Session.

5. ADJOURNMENT

Mayor Crosswhite adjourned the meeting to the Regular City Council meeting beginning at 6:30 p.m.

ATTEST:

Julie Latshaw
City Clerk



CITY OF SANTA PAULA
CITY COUNCIL – REGULAR MEETING
MARCH 16, 2022, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

Mayor Crosswhite called the meeting to order at 6:35pm.

2. INVOCATION

Reverend Betty Stapleford provided the Invocation.

3. FLAG SALUTE

Councilmember Leslie Cornejo led the flag salute.

4. ROLL CALL

Members Present: Councilmember Leslie Cornejo, Councilmember Carlos Juarez, Councilmember Rick Araiza, Vice Mayor Andy Sobel and Mayor Jenny Crosswhite.

5. CLOSED SESSION REPORT

City Attorney John Cotti reported that Council received direction from the City Attorney on the two existing litigation items, and heard from the City Manager on the labor negotiation item, otherwise there were no reportable actions.

6. PRESENTATIONS

6.A NEW EMPLOYEE INTRODUCTIONS

- Public Works Director Clete Saunier introduced new employee Miguel Guillen, Engineering Technician.
- Police Chief Travis Walker introduced new employee Jessica Brunick, Police Officer.

6.B POLICE DEPARTMENT REPORT

Police Chief Travis Walker reported on 4th Quarter crime and safety statistics in the City. Chief Walker also shared information on the new online reporting system, catalytic converter "Etch and Catch" program, local homeless outreach with County Behavioral Health, and community engagement by the officers.

7. PUBLIC COMMENT

None.

8. CITY COUNCIL REPORTS

Councilmember Juarez reported that he attended the Senior Advisory Committee meeting on the first Thursday of the month; met with a representative of Athens Trash Services; attended the opening day ceremonies for Little League; Parks & Recreation employee Michelle Tanaka's going away dinner; met with a Ri-Nu waste facility representative; and participated in Santa Paula Beautiful & Arbor Day.

Councilmember Araiza reported that he met with the Broadband Committee; attended the ad hoc trash committee meeting; Santa Paula Beautiful & Arbor Day; and paid respects to three local Santa Paula public servants who passed away recently.

Councilmember Cornejo reported that she attended the opening day Little League ceremonies; Downtown Property Business Improvement District meeting; and Santa Paula Beautiful & Arbor Day.

Vice Mayor Sobel attended the Southern California Association of Governments meeting; Economic Development Collaborative meeting; Broadband Committee meeting; Santa Paula Beautiful & Arbor Day; the Dia de la Mujer celebration at Veterans Park; worked on the Early Childhood Education program; and attended former Parks & Recreation employee Michelle Tanaka's going away dinner.

Mayor Crosswhite attended Santa Paula Beautiful & Arbor Day; the Dia de la Mujer celebration at Veterans Park; Little League opening ceremonies; Parks & Recreation employee Michelle Tanaka's going away dinner; ad hoc trash committee meeting; and Ventura Council of Governments meeting.

\ 9. CITY MANAGER REPORTS

City Manager Dan Singer reported that he met with the Ventura County Community College District President; met with Dr. Maria Munguia to discuss the Senior Assessment; went to market with the bond district for Harvest; and attended Santa Paula Beautiful & Arbor Day.

10. CONSENT CALENDAR

Motion: Approve as amended 10) CONSENT CALENDAR with clerical edits to item 10D.
Moved by Carlos Juarez, seconded by Andy Sobel

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, and Leslie Cornejo.

10.A APPROVAL OF MINUTES - REGULAR CITY COUNCIL MEETING - MARCH 2, 2022

RECOMMENDATION:

Staff recommends City Council approve:

1. Regular City Council Minutes - March 2, 2022

10.B FEBRUARY 2022 WARRANTS AND CERTIFICATIONS

RECOMMENDATION:

Staff recommends that the City Council:

Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for February 2022, starting check number 330021 and ending check number 330285.

Review and accept the "Certification of Salaries" for the pay period ending dates January 28th, 2022 through February 11th, 2022.

10.C **PUBLIC SAFETY DISPATCHER JOB DESCRIPTION AMENDMENT**

RECOMMENDATION:

Approve the amended Job Description for Public Safety Dispatcher.

10.D **INVESTMENT POLICY UPDATE**

RECOMMENDATION:

Staff recommends the City Council approve the proposed Investment Policy updates to be in line with industry standards.

11. **PUBLIC HEARING**

•

11.A

A RESOLUTION ESTABLISHING FEES FOR HOME OCCUPATION PERMITS AND SPECIAL EVENT PERMITS IN ACCORDANCE WITH SANTA PAULA MUNICIPAL CODE §16.230 HOME OCCUPATION PERMITS AND § 115 SPECIAL EVENT PERMITS

Mayor Crosswhite opened the public hearing.

Community and Economic Development Director James Mason presented this item.

With no public comments, Mayor Crosswhite closed the public hearing.

Motion: Approve Adopting Resolution No. 7390, Establishing fees for Home Occupation Permits and Special Event Permits in accordance with Santa Paula Municipal Code §16.230 Home Occupation Permits and §115 Special Event Permits.

Moved by Andy Sobel, seconded by Leslie Cornejo

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, and Leslie Cornejo.

11.B

AMENDMENT TO CHAPTER 16.44 OF THE SANTA PAULA MUNICIPAL CODE TO ALLOW ELECTRIFIED SECURITY FENCES IN COMMERCIAL-LIGHT INDUSTRIAL (C-LI), LIGHT INDUSTRIAL (LI), AND INDUSTRIAL (I) ZONES.

Mayor Crosswhite opened the public hearing.

Community and Economic Development Director James Mason presented this item. Keith Kaneko with AMAROK Security answered questions on technical information on security fencing.

With no public comments, Mayor Crosswhite closed the public hearing.

Motion: Approve as amended Adopting an ordinance amending Chapter 16.44 of the Santa Paula Municipal Code ("SPMC") to permit Electrified Security Fences within the Commercial-Light Industrial (C-LI), Light Industrial (LI), and Industrial (I) zoning districts, subject to specified restrictions; and finding the ordinance exempt from CEQA, with amending page 96 - 6 feet residential set back requirement, page 101 - electric [insert] "security" fence, and language specifying height requirement - "at most 2 feet higher than normal fence".

Moved by Carlos Juarez, seconded by Richard Araiza

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, and Leslie Cornejo.

12. ACTION ITEMS

12.A iBANK LOAN APPLICATION

City Engineer Bob Woodward introduced and offered background on the iBank Loan application, which will be used for street improvements associated with the Harvard Boulevard Water and Sewer Pipeline Replacement Project.

Finance Director Christy Ramirez provided information on the financial implications of the iBank Loan, explaining that the loan would be repaid with Measure T funds over the course of ten years, and City Hall would be used as collateral for the loan.

Motion: Approve Authorizing the City Manager or designee to pursue three (3) million dollars in financing for street improvements associated with the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project and City-Wide Pedestrian Safety Improvements Project, funded by the California Infrastructure and Economic Development Bank (iBank) to be repaid with Measure T funds over the course of ten years.

Adopt Resolution 7387 authorizing the submission of an application to the California Infrastructure and Economic Development Bank ("iBank") for financing a capital improvement project, authorizing the incurring of an obligation payable to iBank for the financing of a capital improvement project if iBank approves said application, declaration of official intent to reimburse certain expenditures from the proceeds of an obligation, and approving certain other matters in connection therewith.

Moved by Leslie Cornejo, seconded by Andy Sobel

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, and Leslie Cornejo.

12.B FEDERAL LEGISLATIVE ADVOCACY SERVICES

Management Analyst Jonathan Royas presented this item.

Motion: Approve Authorizing the City Manager to enter into an agreement with Merchant McIntyre Associates for Federal legislative advocacy services for a term of six-months in a form approved by the City Attorney.

Moved by Carlos Juarez, seconded by Richard Araiza

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, and Leslie Cornejo.

13. ITEMS FOR FUTURE AGENDAS

13.A FUTURE AGENDA ITEMS

City Manager Dan Singer presented items for future agendas, and specifically discussed the upcoming March 28th Special Council meeting focused around the Ri-Nu wastewater facility. City Council decided to draft a letter to the public explaining the postponement of the special meeting to a future date due to new circumstances surrounding the Ri-Ni application for reopening the facility. The majority of Council was in agreement with postponing the meeting, and submitting a letter to the Santa Paula Times letting the community know that it is still the Councils intention to hold a meeting on this subject in the future, closer to the EIR.

14. ADJOURNMENT

Mayor Crosswhite adjourned the meeting at 9:12 p.m., in memory of Philip Caruso, Ralph Gomez, and Johnny Silva.

ATTEST:

Julie Latshaw
City Clerk



**CITY OF SANTA PAULA
CITY COUNCIL – SPECIAL MEETING
MARCH 28, 2022, 5:00 PM
MINUTES**

SPECIAL MEETING – COUNCIL CHAMBERS

1. CALL TO ORDER

Mayor Crosswhite called the meeting to order at 5:04 pm.

2. PUBLIC COMMENTS

Kate English was called to speak calling on Council to direct City Manager to place Police Chief Walker on administrative leave until an investigation is completed.

3. CLOSED SESSION

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code §54950, et seq.) for the following purpose:

CONFERENCE WITH LEGAL COUNSEL – EXISTING
LITIGATION Pursuant to Government Code 54956.9(d)(1)
Schladetzky v. City of Santa Paula, et al.
Ventura County Superior Court Case No. 56-2022-00563854-CU-OE-VTA

Council adjourned to Closed Session.
Council reconvened from Closed Session.

4. CLOSED SESSION REPORT

City Attorney John Cotti reported there was no reportable action.

5. ADJOURNMENT

Mayor Crosswhite adjourned the meeting at 7:08 p.m.

ATTEST:

Julie Latshaw
City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: SECOND READING TO ADOPT ORDINANCE NO. 1314 AMENDING CHAPTER 16.44 OF THE SANTA PAULA MUNICIPAL CODE TO ALLOW ELECTRIFIED SECURITY FENCES IN COMMERCIAL-LIGHT INDUSTRIAL (C-LI), LIGHT INDUSTRIAL (LI), AND INDUSTRIAL (I) ZONES; AND FIND THE ORDINANCE EXEMPT FROM CEQA

Date: April 6, 2022

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends City Council:

Conduct a second reading to Adopt Ordinance No. 1314 Amending Chapter 16.44 of the Santa Paula Municipal Code to Allow Electrified Security Fences in Commercial-Light Industrial (C-LI), Light Industrial (LI), and Industrial (I) Zones; and Find the Ordinance Exempt from CEQA.

Presented by: James Mason, Community & Economic Development Director

BACKGROUND:

At their March 2022 meeting the City Council waived the first reading and introduced Ordinance No. 1314 (Exhibit A), amending Santa Paula Municipal Code Chapter 16.44 to Allow Electrified Security Fences in Commercial-Light Industrial (C-LI), Light Industrial (LI), And Industrial (I) Zones; and Find the Ordinance Exempt from CEQA. The City Council provided direction that the following text changes be made to the proposed ordinance:

Section (G) Location

- The term Electric Fence has been replaced with:

“Electrified Security Fence”

- Adding the language:

“the Electrified Security Fences must be located at least six (6) feet from the residential use.”

Section (H) Height.

- Replacing an electric fence shall not be less than eight (8) feet in height, with:

“The height of a fence must not exceed ten (10) feet or two (2) feet higher than the existing perimeter fence, whichever is greater. “

The recommended ordinance (Attachment A to this City Council Report) reflects the final language for the ordinance amendment and the ordinance is now presented to the City Council for adoption.

ANALYSIS:

The Santa Paula Municipal Code has historically prohibited the use of electrified fences within city limits. However, due to vandalism and security concerns raised by community businesses in industrial zoning districts, staff has initiated these amendments to the Municipal Code to permit electrified fencing in alignment with approved language in existing state law (Civil Code Section 835, as amended by Assembly Bill 358 (“AB 358”)).

The purpose of this code amendment is to give businesses within industrial zoning districts the ability to utilize best practices in property security systems to secure and protect their businesses, assets and employees. In addition, the use of monitored electrified barriers allows the business owner/property owner to self-monitor and contact public safety when necessary, which will reduce police department responses to false alarms.

The proposed ordinance promotes public health, safety, and general welfare and serve the goals and purposes of the General Plan by enhancing the security of industrial and commercial facilities, thereby attracting more outside and long term economic investment in the City and improving the health, safety, and welfare of all residents.

ENVIRONMENTAL REVIEW (CEQA):

The City reviewed the proposed ordinance’s environmental impacts pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., “CEQA”), the regulations promulgated thereunder (14 California 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”.

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.). Alternatively, even if the proposed text amendments were 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 permitted construction and operation of electrified security fences in the C-LI, L-I, and I zones will have a significant effect on the environment.

STRATEGIC PLAN:

None

FISCAL IMPACTS:

The installation and operation of electric fencing will require annual inspections; however, the applicant will be responsible for the costs of staff time and administration.

OPTIONS:

No alternatives recommended.

ATTACHMENTS:

[Ordinance No. 1314 \(Electrified Security Fences\) c1,jm1 4-06-22.docx](#)

ATTACHMENT A

ORDINANCE NO. 1314

**ALLOWANCE OF ELECTRIC SECURITY FENCING IN
INDUSTRIAL ZONES (C-LI, L-I AND I)**

ORDINANCE NO. 1314

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING CHAPTER 16.44 OF THE SANTA PAULA MUNICIPAL CODE TO ALLOW ELECTRIFIED SECURITY FENCING IN THE COMMERCIAL-LIGHT INDUSTRIAL (C-LI), LIGHT INDUSTRIAL (LI), AND INDUSTRIAL (I) ZONES; AND FINDING THE ORDINANCE EXEMPT FROM CEQA

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

SECTION 1: The City Council finds and declares that:

- A. Existing state law (Civil Code Section 835) prohibits a property owner from installing and operating an “electrified security fence” in a residential zone or if prohibited by local ordinance;
- B. Section 16.44.030 of the Santa Paula Municipal Code (SPMC) currently prohibits electrified fences anywhere in the City;
- C. Assembly Bill 358 (“AB 358”) amends existing state law, effective January 1, 2022, to clarify that an “electrified security fence may interface with a monitored alarm device in a manner that enables the alarm system to transmit a signal intended to summon the business, a monitoring service, or both the business and a monitoring service, in response to an intrusion or burglary”;
- D. The City has seen a recent increase in the theft of equipment, vehicles, and other property stored at industrial sites; and
- E. Given that the permitted types of fences appear to be inadequate to prevent trespassing and other property crimes, it is in the public interest to adopt an ordinance to no longer prohibit electric fences in the City’s industrial zones, subject to certain restrictions.

SECTION 2: *General Plan Findings* – Pursuant to SPMC § 16.208.050, the City Council makes the following findings:

- A. The proposed ordinance is consistent with the goals, policies, and objectives of the 2040 General Plan. Consistent with Police Services and Utilities Policy PSU 1.1 (Police protection) and Economic Development Policy EDD 3.1 (Monitor fiscal conditions), the proposed ordinance is intended to conserve law enforcement resources by deterring property crime and promote the maintenance and development of industrial and mixed commercial uses. Nothing in the proposed ordinance would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.

- B. The proposed ordinance will not adversely affect surrounding properties because the ordinance would prohibit electric fences in residential zones and require any electric fence to be completely surrounded by a non-electric perimeter fence with no vegetation between the two fences. Additionally, electric fencing must be located at least 10 feet from any street property line or five feet from a separated sidewalk, at least 6 feet from property on which a residential use is permitted, and at least 25 feet from an outdoor area used for storage, use, or handling of hazardous materials. Electrified security fences will only be energized during hours when the general public has no legal access to the protected property.
- C. The proposed ordinance promotes public health, safety, and general welfare and serve the goals and purposes of the General Plan by enhancing the security of industrial and commercial facilities, thereby attracting more outside and long term economic investment in the City and improving the health, safety, and welfare of all residents.

SECTION 3: *Environmental Assessment.* The City reviewed the proposed ordinance's environmental impacts pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 California 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".

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.). Alternatively, even if the proposed text amendments were 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 permitted construction and operation of electrified security fences in the C-LI, L-I, and I zones will have a significant effect on the environment.

SECTION 4: Section 16.44.030 of the Santa Paula Municipal Code, entitled "Electric, Barbed Wire, and Razor-Edged Fences," is hereby amended in its entirety to read as follows:

"(A)Electrified Security Fences. Electrified Security Fences are permitted only within the C-LI, LI, and I Zones and must comply with the standards and regulations contained in this Subsection. In the event of a conflict between this Subsection and any other provision of this Code, the provisions of this Subsection shall control.

(1) Definitions. For the purposes of this Subsection, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

“Barrier” means any “fence” or “wall” as those terms are defined in this Code.

“Electrified Security Fence” means any fence, barrier or enclosure partially or totally surrounding a building, field or yard, carrying any electrical pulse or charge through any part, section or element thereof. The Electrified Security Fence may, but is not required to, interface with a monitored alarm device in a manner that enables the alarm system to transmit a signal intended to summon the business, a monitoring service, or both the business and a monitoring service, in response to an intrusion or burglary.

(2) Application.

Electrified Security Fences may be erected around the entire perimeter of the property.

It is unlawful for any person to install, maintain, or operate an Electrified Security Fence in violation of this Subsection.

(3) Conflicts with other laws and standards.

In the event of any conflict between this Subsection and any state or federal law, rule or regulation, the requirement that establishes the higher standard of safety or accessibility shall govern. Failure to comply with such standard shall be a violation of this Subsection.

To the extent that the construction of an Electrified Security Fence does not conflict with the requirements of this Subsection, such fence shall be constructed and installed in conformance with the specifications set forth in IEC Standard 60335-2-76.

(4) Electrified Security Fence installation permit.

(a) The installation of an Electrified Security Fence requires an approved installation permit. Installation permit applications shall be filed with the Building Division. Installation permit applications must include the following:

1. Site plan indicating the location of the Electrified Security Fence and perimeter fence.
2. Schematics and load calculations indicating and/or displaying the:
 - a. Location of the power source;
 - b. Materials used for the fence construction;
 - c. Location of the regulating and monitoring equipment, and

d. Location of emergency access, Key Box and cut-off switch.

(b) The installation permit application fee shall be set by resolution of the City Council. The fee shall be paid by the applicant at the time of filing the application.

(5) Electrified Security Fence operational permit.

(a) The operation of an Electrified Security Fence requires a valid operational permit. Operational permit applications shall be filed with the Community and Economic Development Department.

(b) An operational permit is valid for one (1) year. The date of the expiration of the operational permit shall be provided to the applicant after the approval of the permit.

(c) A written application shall be submitted to the Community and Economic Development Department on forms furnished for that purpose. No applications may be accepted unless and until the permit fee has been paid. Operational permit applications must include the following:

1. The name and address of the establishment and business telephone number of the applicant, the name and titles and twenty-four-hour emergency telephone numbers of the primary response person and an alternate.
2. The name and address of the person who owns the establishment and, if different, the name and address of the person(s) who operate the establishment or any portion thereof.
3. Certification from a qualified person with expertise in evaluating the safety of electric fences stating that the Electrified Security Fence installation is currently operating in conformity with its safety requirements.
4. A notarized statement by the applicant stating that the Electrified Security Fence is in compliance with the requirements of this Subsection.
5. Proof of liability insurance, as required by this Subsection.

(d) Operational permit application fees shall be set by resolution of the City Council.

(e) Renewal applications and applications filed following permit revocation shall include all of the information required by this Subsection.

(B) Permit revocation.

(1) If an Electrified Security Fence is found to not be in compliance with this Subsection, the Community and Economic Development Department may revoke the operational permit.

(2) Upon permit revocation, the Electrified Security Fence applicant shall receive a statement from the Community and Economic Development Department describing the reason for the revocation.

(3) Unless otherwise provided by this Subsection, after revocation an applicant may apply for a new operational permit.

(C) Appeals.

An interested person may appeal to the City Council a decision of the Community and Economic Development Department made pursuant to this Subsection.

(D) Liability insurance.

The owner of the Electrified Security Fence and the property owner(s), if different, are each required to carry General Liability Insurance in a minimum amount of one million (\$1,000,000) dollars in the aggregate. Further, proof of insurance shall be required as a condition precedent to secure an operational permit as required in this Subsection and upon each subsequent annual renewal. A failure to maintain proof of insurance for the permitted year shall be grounds for denial or revocation of the operational permit. Proof of minimum coverage amounts maintained for the preceding year must be provided with each application for operational permit renewal. Failure to maintain coverage for the entire previous year shall result in a denial of any permit renewal for five (5) years from the date of operational permit expiration or revocation. Proof of insurance shall be underwritten by an organization licensed and authorized to do business in the State of California.

(E) Electrification

(1) No Electrified Security Fence shall be installed or operated with a power source other than a storage battery not exceeding twelve (12) volts direct current, charged primarily with a solar panel; provided, however, in case of inclement weather or other conditions that inhibit the ability of the solar panel to fully recharge the battery, a charging device may be utilized for such purpose, if connected in a manner that ensures that the charging device cannot provide a source of power directly to the fence. In no case shall an Electrified Security Fence be connected to any other electric power source.

(2) AC current shall not be used to energize any Electrified Security Fence.

(3) All ground system cables shall be properly insulated.

- (4) The controller ground system shall not be connected to any plumbing systems in or out of use and shall be at least fifty (50) feet from other utility and buried water pipes.
- (5) The fence controller ground wire shall not touch any buildings on site.
- (6) The fence controller and its ground system shall be at least fifty (50) feet away from radio and buried telephone wires.
- (7) A lightning diverter (commonly referred to as a lightning arrestor) shall be installed between the fence and the fence controller.
- (8) A cut-off switch shall be installed capable of disconnecting the fence from the controller in case of emergencies, electrical storms, etc. A Key Box shall be installed to provide secure access to the cut-off switch. The Key Box shall be illuminated to a minimum one (1) foot candle.
- (9) Each energizer shall be connected to its own ground system and must not be connected to any other ground system(s).
- (10) Two (2) or more energizers shall not be connected to the same fence unless the use of multiple energizers does not increase the overall charge transmitted on the fence and adequate access is provided to the cut-off switch for each energizer.
- (11) All cabling (i.e. wire) and connectors shall be of the same material (e.g. steel, copper, etc.).

(F) Perimeter barrier.

No Electrified Security Fence shall be installed or operated unless it is completely surrounded by a non-electric perimeter barrier that is not less than six (6) feet in height. The perimeter barrier shall be separated from the Electrified Security Fence as specified in Annex CC of IEC Standard 60335-2-76, with the exception of gate openings. The area between the perimeter barrier and the Electrified Security Fence shall be kept clear of landscaping, shrubbery, and other fences or material of any kind. The lowest part of the perimeter barrier shall be constructed to follow the natural terrain to prevent penetration of the perimeter barrier at ground level. No part of a perimeter barrier shall be allowed to be in contact with the Electrified Security Fence. Perimeter barriers shall be one of the following: a wood privacy fence, a chain link fence with wood or plastic slats inserted into each weave of the fence, wrought iron with approved steel mesh installed between rungs, masonry wall, or an equivalent perimeter barrier.

(G) Location.

(1) The Electrified Security Fence must be located at least ten (10) feet from any street property line or five (5) feet from a separated sidewalk.

(2) Electrified Security Fences are prohibited for use on property zoned exclusively residential. When abutting a property zoned to allow a residential use, exclusively or not, the Electrified Security Fence must be located at least six (6) feet from the residential use and must include a perimeter barrier consisting of a minimum six (6) foot high solid wooden fence or block wall shall require a minimum twelve (12) inch setback for the electrified security fence. Any other perimeter barrier proposed adjacent to a property zone exclusively residential is required to have an approved mesh installed, as reviewed and approved by the Community and Economic Development Department, as a secondary protective barrier, be a minimum of six (6) feet in height, and require a minimum twelve (12) inch setback for an Electrified Security Fence.

(3) Electrified Security Fences are prohibited within twenty-five (25) feet of any outdoor area utilized for the storage, use, or handling of Hazardous Materials as defined in the 2019 California Fire Code.

(H) Height.

The height of a fence must not exceed ten (10) feet or two (2) feet higher than the existing perimeter fence, whichever is greater.

(I) Signage.

Electrified Security Fences shall be clearly identified by warning signs. The warning signs shall conform to the following requirements:

(1) All warning signs shall include text that reads: "Warning Electric Fence". The text shall be printed in English and Spanish. All lettering shall be a minimum of one (1) inch high.

(2) The size of the warning signs shall be a minimum of four (4) inches by eight (8) inches and be viewable from both the interior and exterior of the protected property.

(3) The warning signs shall consist of a yellow background with black inscriptions and must be kept in good condition to ensure visibility.

(4) There shall be a minimum of one (1) warning sign posted on the Electrified Security Fence every thirty (30) linear feet. The signs shall be visible to a person standing outside the perimeter barrier.

(J) Hours of activation.

An Electrified Security Fence shall only be energized during the hours when the general public does not have legal access to the protected property and shall be maintained by an automatic timer.”

SECTION 5. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Santa Paula Municipal Code.

SECTION 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 6th day of April, 2022.

Jenny Crosswhite, Mayor

ATTEST:

Julie Latshaw, City Clerk

Approved as to form by:

John Cotti, City Attorney

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete J Saunier, Public Works Director

Subject: SURPLUS VEHICLES AND EQUIPMENT

Date: April 6, 2022

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the designation and sale of surplus vehicles and equipment in accordance with the City's Memorandum of Understanding with Ventura County General Services Agency.

Presented by: Clete Saunier, Public Works Director

BACKGROUND:

The City has used a variety of methods to dispose of surplus property including City sponsored auctions, sealed bid process and third party auctions. Current technology allows the use of online auction websites, such as publicsurplus.com that has nationwide buyers and specializes in government surplus sales. Publicsurplus.com is the internet auction site utilized by Ventura County General Services Agency (VCGSA). On September 5, 2018, the City entered into a Memorandum of Understanding (MOU) with Ventura County General Services Agency for the sale of the City's surplus vehicles and equipment.

ANALYSIS:

Publicsurplus.com marketing procedures attract a large volume of buyers, which enables the City to increase the amount of money generated by the surplus property. This process is ultimately the best venue to utilize for the sale of City surplus property while quickly yielding the highest revenue.

Staff recommends the following vehicles and equipment be designated as surplus property and sold on publicsurplus.com in accordance with the City's MOU with VCGSA:

- Police Department:
 - 2006 Crown Victoria Police Cruiser
 - 2005 Dodge Stratus Investigations Vehicle
 - 2003 Crown Victoria Police Cruiser
 - 2000 Crown Victoria Police Cruiser

These vehicles reached the end of their service life based on years in service, high mileage, and/or high frequency/cost of repairs.

- Public Works Department:
 - 2000 Freightliner Pothole Repair Truck
 - 2001 400KW Generac Generator
 - 1999 Ford Taurus Admin Vehicle

These vehicles reached the end of their service life based on years in service, high frequency/cost of repairs and/or no longer meeting emission regulations. The Pothole Repair Truck is no longer needed, having been replaced with a more efficient hot mix Pothole Repair Trailer.

A full description of each vehicle and related equipment recommended for surplus sale is provided in Exhibit A - Surplus Vehicle List FY 2021-2022

STRATEGIC PLAN:

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

FISCAL IMPACTS:

A portion of the fees charged by VCGSA are used to clean and market the vehicles and equipment prior to being auctioned on publics surplus.com. This saves critical staff resources traditionally needed to clean and prepare the equipment prior to sale. VCGSA charges a \$500.00 flat fee for on-road off-road (rolling stock) sales and charges a 25% fee against the sale price for all other liquidation assets. Public Surplus may charge a premium not to exceed 10% to the individual or winning bidder. The buyer's premium is excluded from the gross proceeds and is retained by Public Surplus.

OPTIONS:

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

1. Do not authorize the designation and sale of surplus vehicles and equipment in accordance with the City's Memorandum of Understanding with Ventura County General Services Agency and request staff use an alternative means of selling surplus property. This action would delay the receipt of additional revenue needed for the purchase of critical replacement equipment.

ATTACHMENTS:

[Exhibit A - Surplus Vehicle List FY 2021-2022.pdf](#)

EXHIBIT A

Surplus Vehicle List FY 2021-2022

Surplus Vehicle List FY 2021-2022

UNIT #	MAKE	MODEL	YEAR	VIN / SERIAL NUMBER	LIC. NO.	FUND./DEPT./PRGM.	Description
209	GENERAC	400 KW Diesel Generator/ Trailer	2001	4AG4U22291C034045	SE597010	620-5-5073. SYSTEM OPERATION	No Longer meets emissions regulations Replaced by comparable Unit
210	FREIGHTLINER	FL80 POT HOLE PATCH TRUCK	2000	1FV6JJBB8YHG76924	1105101	280-5-5022. STREET MAINT	Replaced by comparable Unit
403	DODGE	STRATUS	2005	1B3EL46J35N676006	5ZLZ979	100-5-4503. INVESTIGATIONS	Replaced by comparable Unit
404	FORD	TAURUS	1999	1FAFP53S2XA333441	1319589	620-5-7501. GEN ENGR/ADMIN	Replaced by comparable Unit
442	FORD	CROWN VICTORIA	2000	2FAFP71W9YX170278	1052948	702-5-5041. EQUIP MAINTENANCE	Replaced by comparable Unit
450	FORD	CROWN VICTORIA	2003	2FAHP71W63X153424	1140546	100-5-4502. PATROL	Replaced by comparable Unit
451	FORD	CROWN VICTORIA	2006	2FAFP71W16X160003	1182647	100-5-4502. PATROL	Replaced by comparable Unit

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: TREE CARE SERVICES AGREEMENT

Date: April 6, 2022

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute an agreement with International Environmental Corporation for an amount not to exceed seventy-five thousand dollars (\$75,000) annually for City-Wide Tree Care Services.

Presented by: Greg Barnes, Parks and Recreation Director

BACKGROUND:

Over the last few years, the City has made a renewed commitment to its urban forest and overall tree care. This has included increasing general fund allocations put towards tree maintenance and tree planting, Council's two-year strategic goal of a two for one tree replacement policy, recognizing and celebrating Arbor Day, and most recently being designated as a Tree City USA city through the Arbor Day Foundation.

This renewed commitment has motivated staff to reevaluate the tree care services being provided to the city and its residents. Over this last year staff has worked with a variety of service providers and concurrently, towards the end of 2021, released a Request for Proposals soliciting responses from various tree maintenance contractors.

ANALYSIS:

The City received three proposals in response to the solicitation. The three responses were reviewed and graded independently by staff. In addition to the review, staff conducted interviews with each tree maintenance company.

After review and consideration, staff decided to recommend awarding the City's Tree Care Services Agreement to International Environmental Corporation (IEC). Staff feels that IEC will provide the quality of work and attention to tree health that our urban forest needs and the residents deserve.

In addition, as part of the City's Tree City USA designation, IEC has offered to support the

City's efforts by providing community workshops to residents on tree health care and proper pruning techniques.

STRATEGIC PLAN:

Approval of this item moves us closer to completing City Council's two-year Strategic Plan, Section F, Community Vitality, Objective #3, Tree-planting/replacement.

FISCAL IMPACTS:

Funding for Tree Care Services is included in both the FY 21/22 & 22/23 budget:

	FY 21/22	FY 22/23
100-5-1532-223	\$30,000	\$30,000
100-5-1532-229	\$10,000	\$12,000
280-5-5022-223	\$35,000	\$35,000

OPTIONS:

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

1. Do not approve the Agreement with International Environmental Corporation and direct staff to re-advertise Requests for Proposals for Tree Care Services.

If not approved the City will be without a Tree Care / Maintenance provider and will continue to contract tree pruning and arborist services on an as needed basis.

ATTACHMENTS:

[EXHIBIT A: IEC Tree Care Agreement 2022.pdf](#)

EXHIBIT A

CITY OF SANTA PAULA TREE CARE MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of April 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, CA 93060, County of Ventura, State of California ("City") and International Environmental Corporation, a Corporation with its principal place of business at 16654 Soledad Canyon Road, Canyon Country, CA 91387, Los Angeles County, 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 maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Tree Maintenance / Tree Removal / Tree Pruning / Tree Health Care 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 is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for City Wide Tree Care Services 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 April 1st, 2022, to February June 30th, 2025, 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 not to exceed five (5) additional years.

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 seventy-five thousand dollars (\$75,000) annually 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. Emergency call-out work does is not included in the "not to exceed" amount.

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.

3.3.1.1 Licensing and Permits. In addition to any and all relevant Agency, state, and federal permits and licenses required for the performance of the work required by this contract, prior to award of contract and without additional expenses to the Agency, the Vendor shall hold a valid and current California C-27 and a C-61/D49 Contractor License, and an

agency business license, and submit a copy thereof. Both state licenses must be in good standing for the previous seven (7) years without any official unresolved record of complaints registered or filed with the Contractors State License Board or California Department of Consumer Affairs.

3.3.1.2 3.3.1.2 Certificates. Vendor shall provide trained field personnel that are ISA Certified Arborists and ISA Certified Tree Workers. Certificates shall be current, and proof of certificates provided to the Agency at the start of the contract.

Scope of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Scope 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.

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

3.3.3 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.

3.3.4 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.

3.3.5 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.

3.3.6 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.

3.3.7 Period of Performance

3.3.7.1 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.

3.3.7.2 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.

3.3.7.3 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.

3.3.8 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.

3.3.9 Laws and Regulations; Employee/Labor Certifications.

3.3.9.1 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.

3.3.9.2 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.

3.3.9.3 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.

3.3.9.4 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.

3.3.9.5 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.

3.3.9.6 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.

3.3.9.7 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.

3.3.10 Insurance.

3.3.10.1 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.

3.3.10.2 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.

3.3.10.3 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.

3.3.10.4 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.

3.3.10.5 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.

3.3.10.6 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.

3.3.10.7 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.

3.3.10.8 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.

3.3.10.9 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.

3.3.11 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.

3.3.12 Bonds.

3.3.12.1 Performance Bond. Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount \$25,000 and in a form provided or approved by the City. No payment will be made to Contractor until it has been received and approved by the City.

3.3.12.2 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.

3.3.12.3 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.

3.3.13 Work Site.

3.3.13.1 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.

3.3.13.2 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.

3.3.14 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.

3.3.15 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:

International Environmental Corporation
P.O. Box 4218, Panorama City, CA 91412
Jorge Sandoval, Contract Manager

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 INTERNATIONAL ENVIRONMENTAL CORPORATION**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SANTA PAULA

International Environmental Corporation

Approved By:

Dan Singer
City Manager

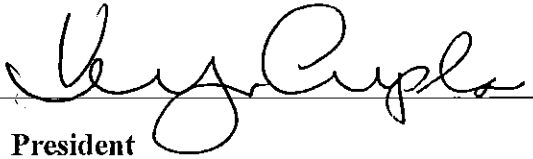
Approved as to Form:

John Cotti
City Attorney

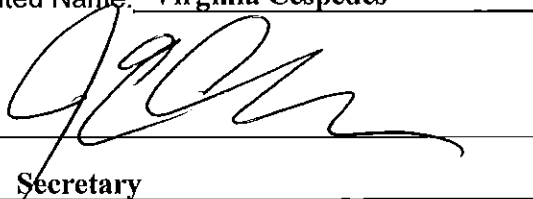
Attested By:

Julie Latshaw
City Clerk

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

By: 
Its: President

Printed Name: Virginia Cespedes

By: 
Its: Secretary

Printed Name: Jon Cespedes

499540 C27, C61/49, B, C31
Contractor's License Number and
Classification

1000007789
DIR Registration Number

EXHIBIT A
SCOPE OF WORK
TREE CARE SERVICES

I. TREE MAINTENANCE & CARE

It shall be understood that the Contractor will be required to perform and complete the proposed landscape and/or tree work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree care activities at various sites throughout the City:

1. Tree pruning
2. Tree removal
3. Tree planting
4. Emergency response
5. Line clearance pruning
6. Grid pruning program (Ex. 5-year pruning cycle)
7. Tree watering
8. Small tree care
9. Palm trunk skinning
10. Root pruning
11. Arborist services/inspection
12. Plant Health Care
13. GPS Tree inventory
14. Online maintenance access*

* Online maintenance is defined as Internet access to an Urban Forestry Management tool for GPS tree inventories that includes work order tracking, ability to send work requests including but not limited to tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, and recycling reports.

A. ANNUAL PRUNING PROGRAM

At the direction of the City, the tree pruning will be done per pre-designed districts along street segments, grids or prune routes on a set cycle to include all trees large and small. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards and City Policies and Ordinances. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The contractor is responsible for working with the City to establish a tree maintenance / pruning program (i.e. 5- year tree maintenance program.) The tree maintenance program should be delivered digitally to the City within the first year of the contract.

B. INSPECTION OF HAZARDOUS CONDITIONS

Upon authorization by the City, the inspection provided will be a Level 1 visual risk assessment, unless otherwise requested for a higher level of inspection. This assessment requires a Tree Risk Assessment Qualification through the ISA. Tree problems that are clearly visible during the pruning activities, but not considered hazardous, will be reported to the City for direction and/or further evaluation. These hazards may be discovered through both routine pruning work or through other forms of inspection. The City shall direct contractor or city staff to correct hazards in a timely manner. All work history should be recorded within cities tree inventory management program when directed by the City.

C. TREE INVENTORY

At the City's direction, the Contractor will provide to the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. Additionally, program should generate the estimated monetary value of the urban forest, and recycling reports. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species.

At the City's direction, the Contractor shall provide the City with recommendations for tree care, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Condition, Height, recommended tree care, overhead utilities and parkway size and type.

D. ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The Contractor shall provide an hourly rate for a Certified Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports tree evaluations and site inspections. Contractor shall have an arborist providing tree inspections for tree health and tree safety at a minimum of five hours monthly. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

E. TREE PLANTING

Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

F. EMERGENCY RESPONSE / CALL OUT

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The

Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least five (5) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

This shall include all labor, tools, equipment, disposal fees, and necessary materials. Emergency response charges may also be applied for crew(s) to “stand-by” during storm-type weather elements.

G. PLANT HEALTH CARE

At the direction of the City, the Contractor will provide plant health care services including but not limited to the following; spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree’s appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by a Pest Control Advisor in accordance with the Department of Pesticide Regulations.

II. **CONTRACTOR’S RESPONSIBILITIES**

A. WORKING HOURS

Normal working hours shall be within a ten-hour day between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. No Saturday or Sunday work is to be scheduled without prior written permission from the City, unless it is an emergency situation. No motorized equipment shall be operated before 7:30 a.m. or after 5:00 p.m.

B. UNIFORMS/IDENTIFICATION

Contractor shall provide to all field personnel a standard uniform with company identification. All vehicles and equipment on the project site shall also be properly marked with company identification.

C. EQUIPMENT

Contractor’s vehicles and equipment shall be neat in appearance and easily identified. Contractor shall maintain its vehicles and equipment in safe and mechanically sound condition. Contractor shall provide all personnel, vehicles, supplies, and equipment necessary to perform services.

EXHIBIT B

INTERNATIONAL ENVIRONMENTAL CORPORATION COST SHEET

Tree Pruning (by Grid)

Price per tree to Prune by Grid \$350

At the direction of City staff, tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees regardless of size (small, medium and large-sized.)

Trees are not excluded from the Grid. Pruning will include structural pruning and crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.

Aesthetic/Service Request Pruning/Block Pruning

0" - 6" Diameter Standard Height	<u>\$120</u>
7" - 12" Diameter Standard Height	<u>\$180</u>
13" - 18" Diameter Standard Height	<u>\$280</u>
19" - 24" Diameter Standard Height	<u>\$500</u>
25" - 30" Diameter Standard Height	<u>\$750</u>
31" - 36" Diameter Standard Height	<u>\$850</u>
36"+ Diameter Standard Height	<u>\$1,200</u>

Crown Raise/Clearance Prune Hardwood tree

0" - 6" Diameter Standard Height	<u>\$120</u>
7" - 12" Diameter Standard Height	<u>\$180</u>
13" - 18" Diameter Standard Height	<u>\$280</u>
19" - 24" Diameter Standard Height	<u>\$500</u>
25" - 30" Diameter Standard Height	<u>\$750</u>
31" - 36" Diameter Standard Height	<u>\$850</u>
36"+ Diameter Standard Height	<u>\$1,200</u>

Palm Tree Trimming:

Prune Date Palm (Phoenix spp.)	<u>\$650</u>
Ornamental Ball Shaping for Date Palm (Phoenix spp.) per linear foot	<u>\$85</u>
Prune Fan Palm (Washingtonia spp.)	<u>\$175</u>
Skin Fan Palm (Washingtonia spp.) per linear foot	<u>\$40</u>
Prune all other Palm Species	<u>\$175</u>
Clean trunk for other Palm Species per linear foot	<u>\$25</u>

Tree Removal – (per inch)

Tree & Stump removal per dia. inch 0-24" dbh	<u>\$45</u>
Tree & Stump removal per dia. inch over 25" dbh	<u>\$50</u>
Tree only removal per dia. inch 0-24" dbh	<u>\$35</u>
Tree only removal per dia. inch over 25" dbh	<u>\$45</u>
Stump grinding per stump diameter inch at grade	<u>\$15</u>

Special handling and disposal fee per ton for contaminated trees (per ton)	\$250
<u>Tree Planting – (per tree)</u>	
Tree planting includes tree, stakes, ties, and labor.	
15-gallon tree	\$325
24-inch box tree	\$850
36-inch box tree	\$2500
48-inch box tree	\$3000
<u>Root Barrier Installation – (per linear foot)</u>	
Per foot of root barrier installed	\$10
<u>Root Pruning – (per linear foot)</u>	
Per foot of roots pruned	\$15
<u>Tree Watering (per hour)</u>	
Watering of young trees, includes water truck & operator-per hour	\$85
<u>Milling Cost – (per hour)</u>	
Milling Lumber per Board Foot	\$125
<u>Crew Rental Rate – (per man hour)</u>	
Crew Rental Rate – (per day, typically a 3-man crew with truck and chipper)	\$95
<u>Specialty Equipment Hourly Rate – (per hour)</u>	
Equipment: Crane	\$185
Equipment: Loader	\$125
Equipment: Mini Loader	\$85
Equipment: Skip Loader	\$125
Equipment: Roll Off	\$120
<u>Emergency Services – (per hour)</u>	
During normal business hours (Mon-Fri 7am to 4pm)	\$150
After hours, weekends &/or holidays	\$250
<u>General Arborists Services – (per hour)</u>	
Written Arborist Reports	\$125
Resitograph testing	\$150
Ground Penetrating Radar	\$150
Airspade Services	\$160
Fertilization Services	\$95
Level 1, 2 and 3 Risk Assessments	\$120

Soil Testing / Soil enhancements	\$100
<u>GPS Tree Inventory – (per tree site)</u>	
Cost per tree site collected including vacant sites	\$5
<u>PLANT HEALTH CARE SERVICES</u>	
Tree Canopy Spraying from ground level per diameter inch	\$15
Tree Canopy Spraying from aerial tower per diameter inch Description: Foliar hydraulic spraying of recommended material.)	\$20
Insecticide or Fungicide Trunk Banding per diameter inch Description: Trunk spray of recommended material.	\$15
PGR Trunk Banding per diameter inch Description: Trunk spray of recommended material to regulate plant growth.	\$15
Insecticide or PGR Soil Application (Cambistat) per diameter inch Description: Recommended insecticide soil injection or drench material to regulate plant growth.	\$15
Insecticide or Fungicide Soil Application per diameter inch Description: Soil applied drench of recommended material.	\$15
Soil Injection Fertilization per diameter inch Description: Soil applied injection of recommended material.	\$15
Soil Drenching Fertilization per diameter inch Description: Soil application of recommended material.	\$12
Trunk Injection (Insecticide/Miticide) per diameter inch Description: Trunk injected recommended material.	\$15
Trunk Injection (Fungicide) per diameter inch Description: Trunk injected recommended material.	\$15
Trunk Injection (Insecticide & Fungicide Combo) per diameter inch Description: Combination of one-time trunk injection of two recommended materials.	\$22
Avermectin Class Insecticide Injection per diameter inch Description: Recommended trunk injection of Emamectin benzoate active ingredient.	\$15

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete J Saunier, Public Works Director

Subject: CITY HALL PERMITTED STREET PARKING

Date: April 6, 2022

Agenda Item: 10.F

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the designation of permitted street parking on Ventura Street and Mill Street adjacent to City Hall.

Presented by: Clete Saunier, Public Works Director

BACKGROUND:

The City Hall complex parking lot does not have adequate parking spaces for on-site employees during the workweek and street parking on Ventura Street and Mill Street is limited to 20-minutes or two hours only. This situation has forced staff to park their vehicles away from the complex, requiring them to walk to City Hall often before or after daylight with little security, or to park in the limited time spaces subjecting them to violation of the City's traffic ordinances, or their vehicles being cited.

ANALYSIS:

A team of City employees have worked on ideas to address this issue, one solution of which is to re-designate restricted parking areas around City Hall. This matter was presented to the Traffic Safety Committee (TSC) at its March 15, 2022 public meeting. After considering the background information and request to provide City Staff with more parking spaces at the City Hall complex, the TSC developed and approved a recommendation for providing additional City Staff parking for Council consideration and approval at its April 6, 2022 public meeting.

The TSC recommended six (6) 20-minute and 2-hour time limited parking spaces on Ventura Street be designated as permitted parking spaces for City employees, during the work week. A request by the City Manager to add up to five more permitted spaces on the east side of Mill Street adjacent to the City Hall parking lot has not yet been reviewed by the TSC. However, members of the TSC, including the interim City Engineer, Chief of Police and the Public Works Director independently reviewed the request and concur these additional Mill Street spaces should be included in the request for Council approval bringing the total permitted parking spaces up to eleven (11). If approved, City Staff would be able to use these spaces Monday

through Friday from 8:00 AM to 6:00 PM. The spaces include, four (4) angled spaces on the north side of Ventura Street adjacent to Veteran's Memorial Park, two (2) parallel spaces on the south side of Ventura Street east of the transit bus stop and up to five (5) parallel spaces on the east side of Mill Street adjacent to the City Hall parking lot. The attached site plan (Exhibit A) illustrates the proposed locations, although it should be noted that the precise selection of the angled spaces may change.

The TSC and Staff recommend the Council approve this recommendation to provide permitted parking spaces restricted for City staff use only Monday through Friday from 8:00 AM to 6:00 PM. It should be noted that this recommendation doesn't have a material effect on neighboring uses from the adjacent church or residences since employees and City vehicles are already consuming these parking areas, even if out of compliance with designated parking times.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

The estimated material costs for the new signage and hardware is less than \$1,000. The Public Works Department street maintenance staff will remove the existing signs and replace them with the proposed permitted parking signs. Funding for all material costs is included in the adopted budget.

OPTIONS:

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

1. Do not approve the Traffic Safety Committee's recommendation to authorize the designation of permitted street parking on Ventura Street and Mill Street adjacent to City Hall. This action could adversely affect employee accessibility to City Hall that may result in loss of work efficiency and reduce staff safety as noted in this report.

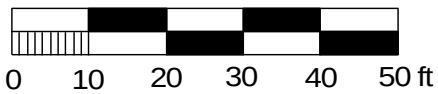
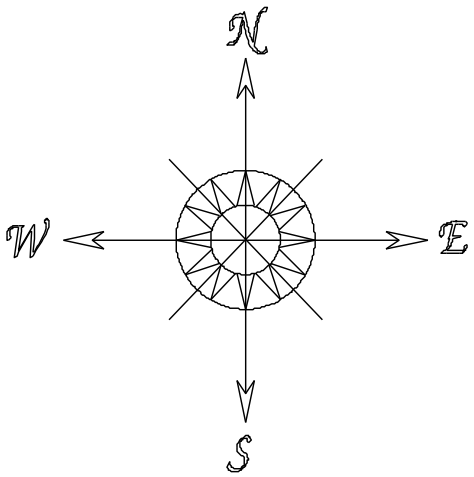
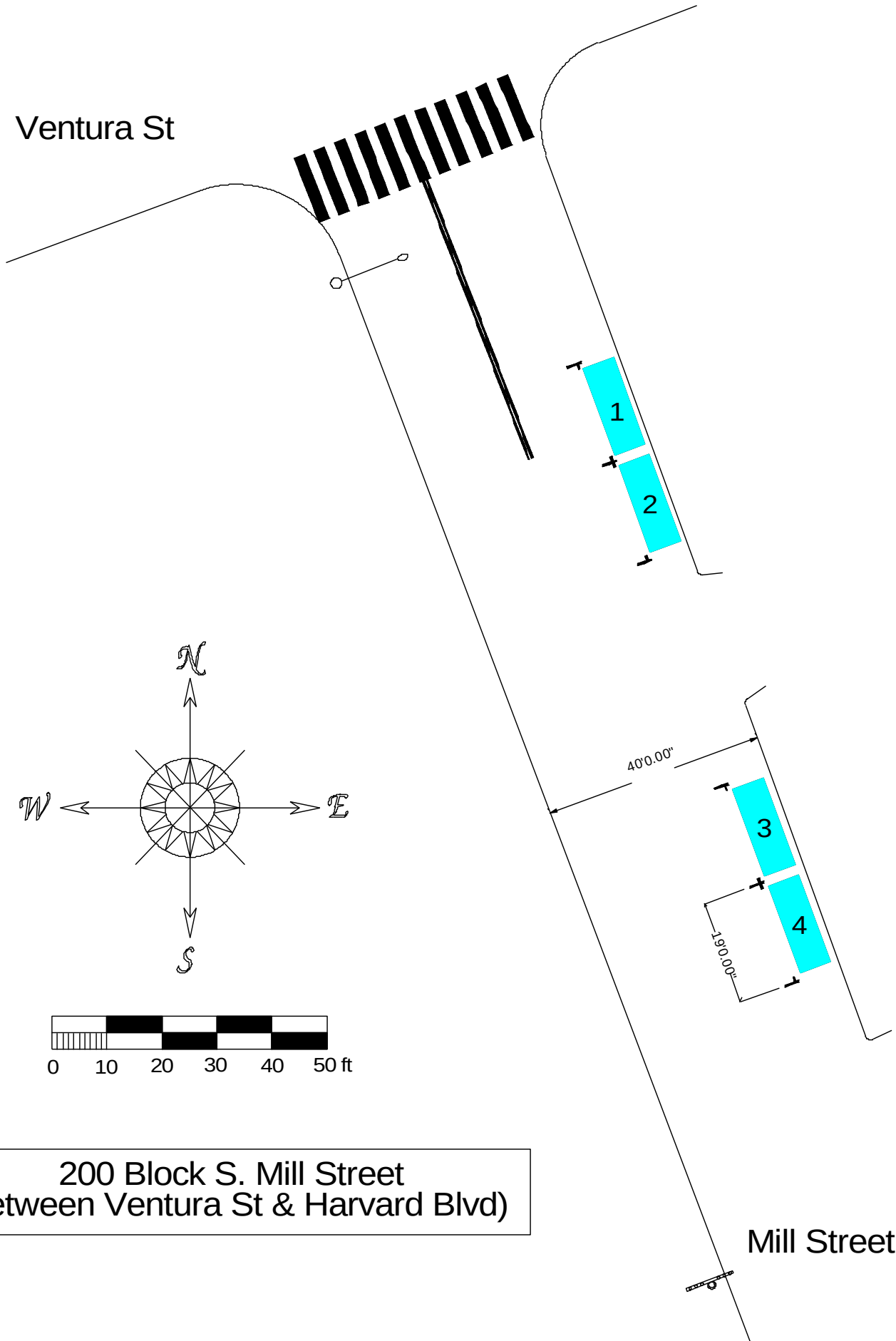
ATTACHMENTS:

[Exhibit A Map of Ventura St and Mill St.pdf](#)

EXHIBIT A

STREET PARKING PLAN

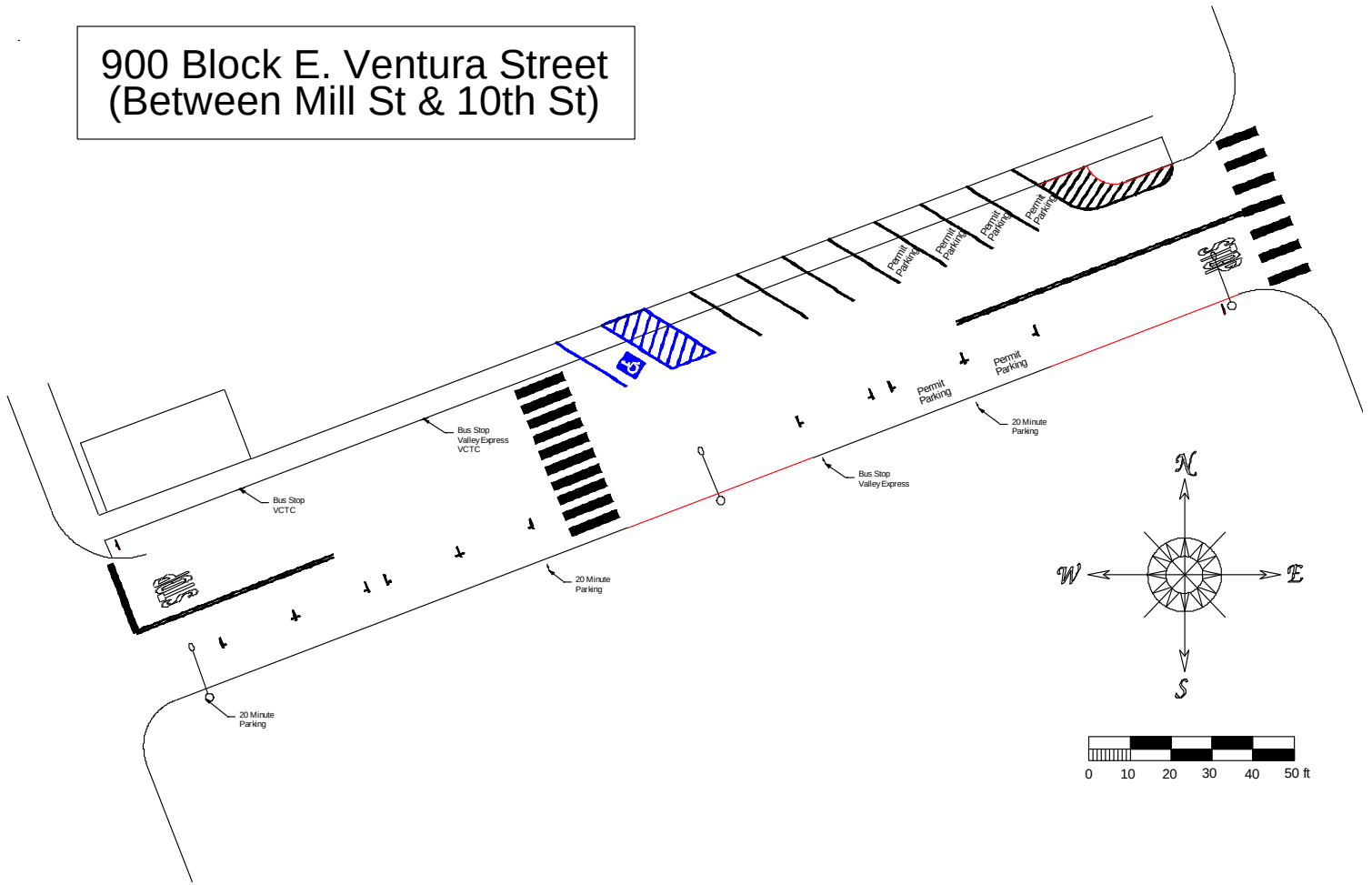
Ventura St



200 Block S. Mill Street
(Between Ventura St & Harvard Blvd)

Mill Street

900 Block E. Ventura Street
(Between Mill St & 10th St)



**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete J Saunier, Public Works Director

Subject: APPROVAL OF FINAL PARCEL MAP NO. 6065 (HARVEST AT LIMONEIRA PROJECT)

Date: April 6, 2022

Agenda Item: 10.G

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7391 approving Final Parcel Map No. 6065;
2. Direct the Mayor, City Engineer, City Attorney and City Clerk to sign Final Parcel Map No. 6065 and file with the County Recorder; and
3. Authorize the City Manager to sign the attached Subdivision Improvement Agreement.

Presented by: Clete Saunier, Public Works Director

BACKGROUND:

Limoneira Lewis Community Builders, LLC is the owner of the properties located north of the intersection of Hallock Drive and East Telegraph Road ("Property"), formally known as the Teague-McKevett Ranch, and designated by Assessor Parcel Numbers 040-0-180-565, 040-0-180-435, and 107-0-200-115. The Property area is 495.23 acres.

In 2008, The City Council approved a General Plan Amendment, Specific Plan and Development Agreement with Limoneira Lewis Community Builders, LLC that, together, allow for the development of the East Area 1 Project (the "Project") on said Property.

On February 17, 2015, the City Council and the Planning Commission held joint public hearings regarding the Project, and approved an amendment to the Specific Plan (the "EA1SP"); approval of a First Amended and Restated Development Agreement and adopted Resolution No. 6907 approving Master Tentative Map No. 5854 (collectively, the "Amended Project"). The Vesting Master Tentative Map No. 5854 subdivided the East Area 1 project area into several "super lots" to facilitate the development allowed within the East Area 1 plan area. The Master Map established the primary boundaries for major development areas and primary streets within the overall plan area. See exhibit B for a copy of the Master Map.

On June 8, 2021, the Planning Director approved Tentative Parcel Map No. 6065 to create 4 parcels for condominium purposes on an existing parcel, Parcel 'C' of Tract 5854, within the East Area 1 Specific Plan area. The total site area is 10.88 acres. The site is approved to be

subdivided as follows: Parcel 1 (4.81 acres), Parcel 2 (1.20 acres), Parcel 3 (3.40 acres gross), and Parcel 4 (1.47 acres). The site sits on the west side of Santa Paula St. and directly South of the Harvest Recreation Center. The primary entrance to the PM 6065 condo site is located at the intersection of Santa Paula Street and Pump House Street. The site was originally intended for a school.

On August 27, 2021, the Planning Director approved DRC No. 21-DR-05 for Tentative Parcel Map 6065, which includes detached condominium units, streets, and common area landscaping. The area is roughly 10.88 acres and is approved for 121 dwelling units at a density of 11.12 dwelling units per acre. See exhibit C for the approved Tentative Parcel Map and Condominium Site Plan.

ANALYSIS:

Santa Paula Municipal Code §16.80.440 requires the City Council to approve the final map if it finds that the final map is in substantial compliance with the previously approved tentative map and all requirements of the SPMC and the Subdivision Map Act. As proposed, Final Parcel Map No. 6065 meet all requirements of the Santa Paula Municipal Code, including:

- Planning Department Requirements
- Public Works Department Requirements
- State and City Subdivision Map Act Regulations.

The approval and acceptance of Final Parcel Map No. 6065 by the City Council will ensure the following actions:

- Grant final approval for the Project subdivision development
- Fulfill a major requirement in the Project's Conditions of Approval and Subdivision development
- Accept the easements for public access and utilities purposes, as shown on the maps.

The parcel map was reviewed by and deemed technically correct by a licensed California surveyor through the City's Land Development Deputy City Engineer consultant Willdan Engineering. See exhibit D for the surveyor approval letter. A copy of the parcel map is attached. The full parcel map is available in the City Clerk's office.

The Subdivision Improvement Agreement requires the developer to bond for and complete the backbone infrastructure identified on the Final Parcel Map. A copy of the agreement is included as attachment F for consideration of approval.

STRATEGIC PLAN:

There is no impact to the Strategic Plan

FISCAL IMPACTS:

The process of filing the Final Parcel Map has no fiscal impact on the City. The internal streets and landscaping is private and will be maintained by the HOA. Public utilities within the site will be accepted into the City's system upon completion.

OPTIONS:

In addition to the recommended action, the Council can also:

1. Find that the map fails to comply with the applicable conditions or requirements and, based on that finding, instruct Limoneira Lewis to make corrections to the final map; or
2. Find that the map fails to comply with the applicable conditions or requirements and, based on that finding, deny approval of the final map.

ATTACHMENTS:

[EXHIBIT A RESOLUTION NO. 7391.pdf](#)

[EXHIBIT B FINAL MASTER MAP NO. 5984.pdf](#)

[EXHIBIT C APPROVED TENTATIVE PARCEL MAP AND SITE PLAN OF PARCEL C OF TRACT 5854.pdf](#)

[EXHIBIT D SURVEY APPROVAL LETTER.pdf](#)

[EXHIBIT E FINAL PARCEL MAP NO. 6065.pdf](#)

[EXHIBIT F SUBDIVISION AGREEMENT.pdf](#)

EXHIBIT A

RESOLUTION NO. 7391
FINAL PARCEL MAP NO. 6065

RESOLUTION NO. 7391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA APPROVING FINAL PARCEL MAP NO. 6065 AND THE ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT FOR THE HARVEST AT LIMONEIRA SUBDIVISION.

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

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

- A. On May 1, 2014, Limoneira Lewis Community Builders, LLC ("Applicant") filed an application for Vesting Tentative Map No. 5854, Planned Residential Development Permit, with Growth Allocations that total up to 1500 residential units, in a mixed-use community development, located North of East Telegraph Road, at Hallock Drive, and identified as Assessor's Parcel Numbers 040- 0- 180- 565, 040- 0- 180- 435, and 107-0-200- 115;
- B. On February 17, 2015, the City Council and the Planning Commission held joint public hearings regarding the Project, and approved an amendment to the Specific Plan (the "EA1SP"); approval of a First Amended and Restated Development Agreement and adopted Resolution No. 6907 approving Master Tentative Map No. 5854 (collectively, the "Amended Project").
- C. Vesting Master Tentative Map No. 5854 subdivided the East Area 1 project area into several "super lots" to facilitate the development allowed within the East Area 1 plan area. The Master Map established the primary boundaries for major development areas and primary streets within the overall plan area;
- B. On June 8, 2021, the Planning Director approved Tentative Parcel Map No. 6065 to create four parcels, for condominium purposes, on an existing parcel, Parcel 'C' of Tract 5854, within the EA1SP area; and
- C. On August 27, 2021, the Planning Director approved DRC No. 21-DR-05 for Tentative Parcel Map 6065, which includes detached condominium units, streets, and common area landscaping. The area is roughly 10.88 acres and is approved for 121 dwelling units at a density of 11.12 dwelling units per acre.

SECTION 2: *Review of the Final Parcel Map:* The City Council finds that the Applicant substantially met the conditions required by Tentative Parcel Map No. 6065.

- A. The Final Parcel Map is consistent with the General Plan because the Project conforms with the purpose and intent of the East Area 1 Specific Plan Amendment;
- B. The Final Parcel Map is consistent with the applicable East Area 1 Specific Plan Amendment;
- C. The Final Parcel Map is consistent with the Development Code because the Project promotes the development intended by the Specific Plan;

- D. The Project is in the interest of the public health and safety because it ensures orderly growth and development; encourages appropriate land use; and assists with preserving property values;
- E. The Project is a necessary prerequisite to the orderly development of the surrounding area for the reasons described above and because the existing parcels lack the required improvements and infrastructure to support any new use on the properties;
- F. All other requirements for subdivision improvements contained in SPMC 16.80.720 through 16.80.990 have been satisfied.

SECTION 3: *Final Map Findings*: Pursuant to SPMC §16.80.390, and based upon substantial evidence in the record, including without limitation, the staff report, the City Council approves Final Map No. 6065 for the following reasons:

- A. The Final Parcel Map substantially conforms to Tentative Parcel Map No. 6065;
- B. The Final Parcel Map substantially conforms to the SPMC and the Subdivision Map Act (Government Code §§66410, *et seq.*).

SECTION 4: *Acceptance of Public Improvements*. The City Council of the City of Santa Paula hereby accepts the Public Improvements identified on Final Parcel Map No. 6065, subject to the conditions of the Subdivision Improvement Agreement for the Final Parcel Map.

SECTION 5. *Delegation of Authority; Reservations*.

- A. In accordance with SPMC §16. 80. 450, the City Engineer may take appropriate action to make technical corrections to the Final Map and, thereafter, the City Clerk may forward the Final Map to the Ventura County Recorder' s Office for recordation;
- B. Pursuant to SPMC § 16.80.470, the City Council reserves its ability to make additional changes to the Final Map upon making the appropriate findings

SECTION 6: *CEQA Compliance*. The approval of Final Parcel Map No. 6065 is categorically exempt from the California Environmental Quality Act under Title 14 of the California Code of Regulations, §15268(b)(3) Ministerial projects.

SECTION 7: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 8: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 6th day of April, 2022.

Jenny Crosswhite, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager

EXHIBIT B

FINAL MASTER MAP NO. 5984

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION ENTITLED TRACT NO. 5854, SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF SANTA PAULA FOR PUBLIC USE, IN FEE, THE RIGHT-OF-WAY FOR HALLOCK DRIVE, HARVEST LOOP, PACKING HOUSE STREET, SANTA PAULA STREET AND LIMONEIRA LANE (EXCEPT THAT PORTION SHOWN AS PRIVATE), AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, AN ACCESS EASEMENT OVER THOSE PORTIONS OF LOTS 12, 14 & 15 (AUTUMN PATH LANE) AND LOT 4 (PUMP HOUSE STREET AND A PORTION OF LIMONEIRA AVENUE,) AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF SANTA PAULA, AN ACCESS EASEMENT OVER ALL ROADWAY EASEMENTS (PRIVATE) BEING THOSE PORTIONS OF LOTS 12, 14 & 15 (AUTUMN PATH LANE) AND LOT 4 (PUMP HOUSE STREET AND A PORTION OF LIMONEIRA AVENUE,) AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF SANTA PAULA, A PUBLIC UTILITY EASEMENT OVER ALL ROADWAY EASEMENTS (PRIVATE) BEING PORTION OF LOTS 4, 12, 14 AND 15 AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF SANTA PAULA, A PUBLIC ACCESS AND UTILITY EASEMENT OVER A PORTION OF LOT 12 AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF SANTA PAULA, A PUBLIC PEDESTRIAN ACCESS EASEMENT AND PUBLIC UTILITY EASEMENT OVER A PORTION OF LOT 8, AND PARCELS B, C, CI, F AND G AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF SANTA PAULA, A PUBLIC ACCESS AND UTILITY EASEMENT OVER A PORTION OF PARCEL D AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF SANTA PAULA, A MULTIPURPOSE TRAIL EASEMENT OVER A PORTION OF LOT 1, AND PARCEL G1 AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF SANTA PAULA, A PUBLIC ACCESS AND UTILITY EASEMENT OVER PORTIONS OF LOTS 10 AND 11 AND PARCEL E SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY DEDICATE PARCEL "F" IN FEE TO THE CITY OF SANTA PAULA FOR PARK PURPOSES.

OWNERS: LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Tim Jones
TIM JONES
AUTHORIZED AGENT

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) SS

ON 10/20/17 BEFORE ME, Derek Uyemori, Notary Public, PERSONALLY APPEARED
Tim Jones

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 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 D-224 PRINT NAME Derek Uyemori

PRINCIPAL PLACE OF BUSINESS IN Ventura COUNTY

MY COMMISSION EXPIRES 10/5/18 COMMISSION NO. 2085016

STATEMENT OF DEDICATIONS

THE CITY OF SANTA PAULA SHALL, AS REQUIRED BY THE SUBDIVISION MAP ACT SECTION 66477.5 IN ITS PRESENT FORM OR AS IT MAY FROM TIME TO TIME BE AMENDED, RECONVEY HALLOCK DRIVE, SANTA PAULA STREET, HARVEST LOOP, PACKING HOUSE STREET AND LIMONEIRA LANE AS DEDICATED BY THIS MAP, TO THE SUBDIVIDER NAMED BELOW IF THE CITY COUNCIL OF THE CITY OF SANTA PAULA SHOULD DETERMINE THAT THE SAME PUBLIC PURPOSE FOR WHICH SAID STREETS WERE DEDICATED IN FEE NO LONGER EXISTS OR THAT SAID STREETS OR ANY PORTION THEREOF IS NOT NEEDED, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS STILL REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

SUBDIVIDER:
LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
1156 N. MOUNTAIN AVENUE
UPLAND, CA 91786

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC. IN APRIL, 2017. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDATION OF THIS TRACT MAP) AND THAT THE MONUMENTS ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THE SHEETS TO ALL CENTERLINE MONUMENTS SHOWN HEREON AS SET BY ME WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS INTO THE CITY STREET SYSTEM.

DATE: 10-19-2017

William T Hurdle
WILLIAM T. HURDLE
PLS 5453



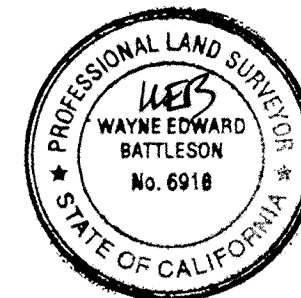
COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE MAP ENTITLED TRACT NO. 5854 AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATE: 12-18-2017

WAYNE E. BATTLESON
COUNTY SURVEYOR
COUNTY OF VENTURA

Wayne E. Battleson
WAYNE E. BATTLESON
PLS 6918



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE MAP ENTITLED TRACT NO. 5854, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES APPLICABLE AT TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: 12-7-17

Randy W. Toedter
RANDY TOEDTER
R.C.E. NO. 37316
CITY ENGINEER
CITY OF SANTA PAULA



CONSULTING

ABANDONMENT CERTIFICATE

THIS IS TO CERTIFY THAT PURSUANT TO SECTION 66434 (g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THOSE PORTIONS OF THE FOLLOWING EASEMENTS THAT ARE NOT SHOWN ON THIS MAP AND THAT LIE WITHIN THE EXTERIOR BOUNDARY OF THIS SUBDIVISION:

PUBLIC HIGHWAY EASEMENT TO THE COUNTY OF VENTURA, RECORDED APRIL 5, 1888 IN BOOK 25, PAGE 61 OF DEEDS.
PUBLIC ROADS EASEMENT TO THE COUNTY OF VENTURA, RECORDED SEPTEMBER 7, 1905 IN BOOK 96, PAGE 243 OF DEEDS.

DATE December 4, 20 17

Lucy Blanco
LUCY BLANCO
CITY CLERK
CITY OF SANTA PAULA
ASSISTANT/DEPUTY CITY CLERK

COUNTY RECORDER'S CERTIFICATE

FILED THIS 20th DAY OF December, 20 17 AT 8:00 A.M. IN BOOK 165 OF MISCELLANEOUS RECORDS (MAPS) AT PAGES 83-103, AT THE REQUEST OF LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC.

MARK A. LUNN
COUNTY RECORDER
COUNTY OF VENTURA

BY: Da
DEPUTY COUNTY RECORDER

20171220-00164292-0

CITY COUNCIL'S CERTIFICATE

THIS MAP ENTITLED TRACT NO. 5854, CONSISTING OF 21 SHEETS, IS PRESENTED TO THE CITY COUNCIL OF THE CITY OF SANTA PAULA, OF VENTURA COUNTY, CALIFORNIA AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 4th DAY OF December, 20 17 FOR APPROVAL. SAID COUNCIL HEREBY APPROVES THIS MAP.

AND ALSO HEREBY ACCEPTS FOR PUBLIC USE, IN FEE, THE RIGHT-OF-WAY FOR HALLOCK DRIVE, HARVEST LOOP, PACKING HOUSE STREET, SANTA PAULA STREET AND LIMONEIRA LANE (EXCEPT THAT PORTION SHOWN AS PRIVATE), AS SHOWN ON THIS MAP.

AND ALSO HEREBY ACCEPTS ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, THE ACCESS EASEMENT OVER THOSE PORTIONS OF LOTS 12, 14 & 15 (AUTUMN PATH LANE) AND LOT 4 (PUMP HOUSE STREET AND A PORTION OF LIMONEIRA AVENUE.), AS SHOWN ON THIS MAP.

AND ALSO HEREBY ACCEPTS FOR PUBLIC USE, AN ACCESS EASEMENT OVER ALL ROADWAY EASEMENTS (PRIVATE) BEING THOSE PORTIONS OF LOTS 12, 14 & 15 (AUTUMN PATH LANE) AND LOT 4 (PUMP HOUSE STREET AND A PORTION OF LIMONEIRA AVENUE.), AS SHOWN ON THIS MAP.

AND ALSO HEREBY ACCEPTS A PUBLIC UTILITY EASEMENT OVER ALL ROADWAY EASEMENTS (PRIVATE) BEING PORTION OF LOTS 4, 12, 14 AND 15, AS SHOWN ON THIS MAP.

AND ALSO HEREBY ACCEPTS A PUBLIC ACCESS AND UTILITY EASEMENT OVER THAT PORTION OF LOT 12, AS SHOWN ON THIS MAP.

AND ALSO HEREBY ACCEPTS A PUBLIC PEDESTRIAN ACCESS EASEMENT AND PUBLIC UTILITY EASEMENT OVER A PORTION OF LOT 8, AND PARCELS B, C, CI, F AND G, AS SHOWN ON THIS MAP.

AND ALSO HEREBY ACCEPTS A PUBLIC ACCESS AND UTILITY EASEMENT OVER A PORTION OF PARCEL D, AS SHOWN ON THIS MAP.

AND ALSO HEREBY ACCEPTS A MULTIPURPOSE TRAIL EASEMENT OVER THOSE PORTIONS OF LOT 1, AND PARCEL G1, AS SHOWN ON THIS MAP.

AND ALSO HEREBY ACCEPTS A PUBLIC ACCESS AND UTILITY EASEMENT OVER PORTIONS OF LOTS 10 AND 11 AND PARCEL E, AS SHOWN ON THIS MAP.

AND ALSO HEREBY ACCEPTS PARCEL "F" IN FEE FOR PARK PURPOSES, AS SHOWN ON THIS MAP.

IN WITNESS WHEREOF, SAID CITY COUNCIL HAS CAUSED THIS CERTIFICATE TO BE SIGNED BY THE MAYOR AND ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF SANTA PAULA TO BE AFFIXED HERETO THIS 4th DAY OF December, 20 17.

ATTEST:
Lucy Blanco
LUCY BLANCO
CITY CLERK
CITY OF SANTA PAULA

Jenny M. Crosswhite
JENNY CROSSWHITE
MAYOR
CITY OF SANTA PAULA

APPROVED AS TO FORM:

John P. Cotti
JOHN P. COTTI
CITY ATTORNEY

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

DATE: 12/12/17

BY: Lucy Blanco
LUCY BLANCO
DEPUTY COUNTY TAX COLLECTOR

GROSS AREA: 494.66 ACRES

TRACT NO. 5854

IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF SECTIONS 1, 2, 11 AND 12, ALL IN TOWNSHIP 3 NORTH, RANGE 21 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND FILED DECEMBER 8, 1874 IN THE DISTRICT LAND OFFICE.

JANUARY, 2017

SIGNATURE OMISSIONS AND SOILS REPORT ON SHEET 2

JENSEN DESIGN AND SURVEY, INC ♦ 1672 DONLON STREET ♦ VENTURA, CALIFORNIA 93003 ♦ (805) 654-6977

MONUMENT LEGEND/NOTES

- FD MONUMENT AS NOTED HEREON
- SET 2" IP W/TAG "LS 5453", FLUSH – UNLESS OTHERWISE NOTED.
- SET 3/4" IP W/TAG "LS 5453", FLUSH AT REAR LOT CORNERS – UNLESS OTHERWISE NOTED.
- SET LEAD, TACK W/TAG "LS 5453", AT ALL FRONT LOT CORNERS – UNLESS OTHERWISE NOTED
- SET 1-1/2" IP W/TAG "LS 5453", FLUSH AT ALL PUBLIC STREET CENTERLINE INTERSECTIONS, ALL ANGLE POINTS AND BC'S & EC'S – UNLESS OTHERWISE NOTED.

NOTES

DATA SHOWN () IS PER RECORD REFERENCE AS INDICATED.

(M) MONUMENTATION

(E) EXISTING EASEMENTS – EASEMENT SCHEDULE SEE SHEET 5

(PE) NEW/PROPOSED EASEMENTS

- (PE1) PUBLIC UTILITY EASEMENT OVER ALL ROADWAY EASEMENTS (PRIVATE) TO THE CITY OF SANTA PAULA
- (PE2) PUBLIC ACCESS EASEMENT OVER ALL ROADWAY EASEMENTS (PRIVATE) TO THE CITY OF SANTA PAULA.
- (PE3) AN ACCESS EASEMENT OVER ALL ROADWAY EASEMENTS (PRIVATE) TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE.
- (PE4) PUBLIC ACCESS AND UTILITY EASEMENT TO THE CITY OF SANTA PAULA OVER A PORTION OF LOT 12
- (PE5) PUBLIC PEDESTRIAN ACCESS AND PUBLIC UTILITY EASEMENT TO THE CITY OF SANTA PAULA OVER LOT 8 AND PARCELS B, C, C1, F AND G.
- (PE6) PUBLIC ACCESS AND UTILITY EASEMENT TO THE CITY OF SANTA PAULA OVER A PORTION OF PARCEL D.
- (PE7) MULTIPURPOSE TRAIL EASEMENT TO THE CITY OF SANTA PAULA OVER A PORTION OF LOT 1 AND PARCEL G1.
- (PE8) PUBLIC ACCESS AND UTILITY EASEMENT OVER LOTS 10 & 11 AND PARCEL E

PARCELS A, B, D, E, G AND G1, WILL BE GRANTED TO THE HOMEOWNER ASSOCIATION BY SEPARATE DOCUMENT.

PUMP HOUSE STREET (PRIVATE), LIMONEIRA LANE (PRIVATE) AND AUTUMN PATH LANE (PRIVATE), ARE ROADWAY EASEMENTS AND WILL BE GRANTED TO THE HOMEOWNER ASSOCIATION BY SEPARATE DOCUMENT.

SHEET LEGEND

- SHEET 3 VICINITY MAP, ABBREVIATIONS, MONUMENT SCHEDULE, RECORD REFERENCES
- SHEET 4 BOUNDARY INDEX
- SHEET 5 LOTS AND STREETS INDEX, EXISTING EASEMENT SCHEDULE
- SHEET 6 BOUNDARY
- SHEET 7 BOUNDARY
- SHEET 8 BOUNDARY
- SHEET 9 LOTS 3, 4 – PARCELS A & H
- SHEET 10 LOTS 1, 2 – PARCELS B, C1, & G1
- SHEET 11 LOT 11 – PARCEL G
- SHEET 12 LOTS 9, 10
- SHEET 13 PARCEL E
- SHEET 14 PARCEL D
- SHEET 15 LOTS 5, 6, 7
- SHEET 16 LOTS 13, 14, 15
- SHEET 17 LOT 8 – PARCELS C & F
- SHEET 18 LOT 12
- SHEET 19 HARVEST LOOP STREET/ SANTA PAULA STREET DETAIL
- SHEET 20 HARVEST LOOP STREET/ SANTA PAULA STREET DETAIL
- SHEET 21 HARVEST LOOP STREET DETAIL



EXISTING EASEMENT SCHEDULE

- E2 THE RIGHT TO TAKE, DIVERT, APPROPRIATE OR IN ANY WAY USE THE WATERS OF THE SANTA PAULA CREEK AND ITS TRIBUTARIES, TO SANTA PAULA WATER WORKS, RECORDED APRIL 1, 1892, IN BOOK 36, PAGE 3 OF DEEDS AND RE-RECORDED AUGUST 4, 1892, IN BOOK 36, PAGE 497 OF DEEDS (BLANKET IN NATURE).
- E3 WATER PIPELINE EASEMENT TO THERMAL BELT WATER COMPANY, RECORDED MAY 6, 1895, IN BOOK 45, PAGE 226 OF DEEDS, (BLANKET IN NATURE)
- E5 10' WIDE PUBLIC UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED FEBRUARY 2, 1921, IN BOOK 177, PAGE 401 OF DEEDS,
- E6 25' WIDE PUBLIC UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JANUARY 19, 1928, IN BOOK 181, PAGE 483 OF OFFICIAL RECORDS
- E7 PUBLIC UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 3, 1953, IN BOOK 1142, PAGE 594 OF OFFICIAL RECORDS
- E8 PUBLIC UTILITY EASEMENT TO SOUTHERN CALIFORNIA GAS COMPANY RECORDED APRIL 1, 1926, IN BOOK 99, PAGE 92 OF OFFICIAL RECORDS (UNLOCATABLE FROM RECORD)
- E10 10' PIPELINE EASEMENT TO UNION OIL COMPANY OF CALIFORNIA RECORDED AUGUST 13, 1946, IN BOOK 757, PAGE 444 OF OFFICIAL RECORDS AND RECORDED AUGUST 13, 1946, IN BOOK 757, PAGE 442 OF OFFICIAL RECORDS
- E13 PUBLIC UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED FEBRUARY 11, 1966, IN BOOK 2942, PAGE 338 OF OFFICIAL RECORDS
- E14 PUBLIC UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED FEBRUARY 21, 1966, IN BOOK 2946, PAGE 530 OF OFFICIAL RECORDS, AND RECORDED FEBRUARY 21, 1966, IN BOOK 2946, PAGE 534 OF OFFICIAL RECORDS
- E15 PUBLIC UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED FEBRUARY 21, 1966, IN BOOK 2946, PAGE 538 OF OFFICIAL RECORDS, AND RECORDED FEBRUARY 21, 1966, IN BOOK 2946, PAGE 540 OF OFFICIAL RECORDS
- E16 30' WIDE ROAD AND UTILITY EASEMENT TO JAMES F. BRUCKER AND IDA L. BRUCKER, RECORDED NOVEMBER 25, 1969, IN BOOK 3584, PAGE 19 OF OFFICIAL RECORDS
- E17 ROADWAY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED FEBRUARY 16, 1972, IN BOOK 3920, PAGE 443 OF OFFICIAL RECORDS, (UNLOCATABLE FROM RECORD)
- E18 10' WIDE AGRICULTURAL UTILITY EASEMENT TO M F LAND & CATTLE COMPANY, RECORDED SEPTEMBER 29, 1975, IN BOOK 4468, PAGE 978 OF OFFICIAL RECORDS
- E19 PUBLIC UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 9, 1987, AS INSTRUMENT NO. 87-109788 OF OFFICIAL RECORDS
- E20 PUBLIC UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED NOVEMBER 10, 2000, AS INSTRUMENT NO. 2000-0178608 OF OFFICIAL RECORDS
- E21 PUBLIC UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED SEPTEMBER 11, 2001, AS INSTRUMENT NO. 2001-0178944 OF OFFICIAL RECORDS
- E23 PIPELINE AND ACCESS EASEMENT TO BROKAW NURSERY, INC. AND ELLEN M. BROKAW, TRUSTEE OF THE WILLIAM H. BROKAW FAMILY SURVIVOR'S TRUST RECORDED MAY 9, 2017 AS INSTRUMENT NO. 20170509-00061082 OF OFFICIAL RECORDS.
- E24 PUBLIC UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MAY 1, 2017, AS INSTRUMENT NO. 20170501-00057146 OF OFFICIAL RECORDS
- E25 PUBLIC UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 3, 2017, AS INSTRUMENT NO. 20170703-00086275 OF OFFICIAL RECORDS

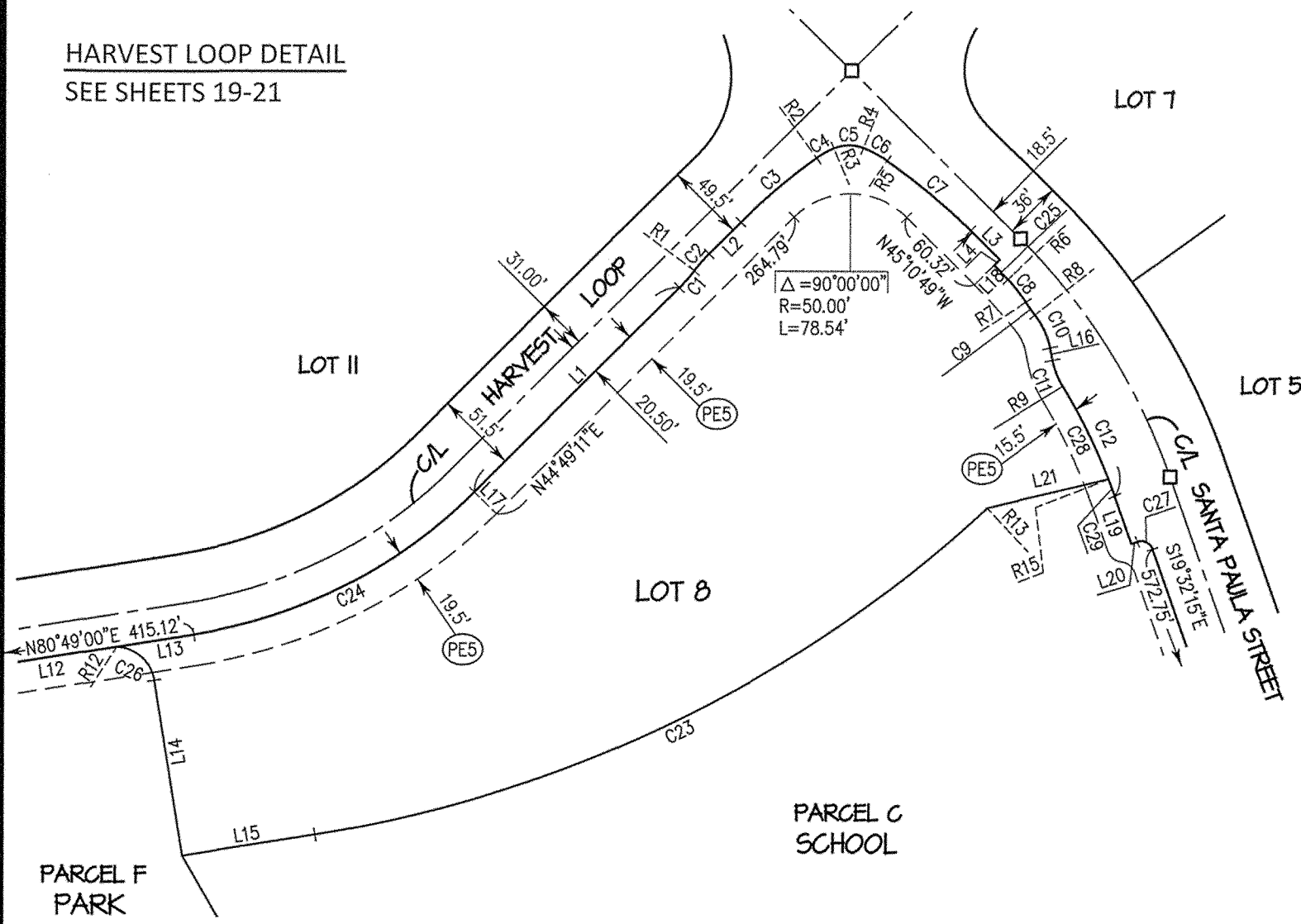
INDEX SHEET LOTS & STREETS
TRACT NO. 5854

IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF SECTIONS 1, 2, 11 AND 12, ALL IN TOWNSHIP 3 NORTH, RANGE 21 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND FILED DECEMBER 8, 1874 IN THE DISTRICT LAND OFFICE.

JANUARY, 2017

HARVEST LOOP DETAIL
SEE SHEETS 19-21



DETAIL A
SCALE: 1" = 100'

NOTES

- DATA SHOWN () IS PER RECORD REFERENCE AS INDICATED.
- (M) MONUMENTATION
 - (E) EXISTING EASEMENTS - EASEMENT SCHEDULE SEE SHEET 5
 - (PE) NEW/PROPOSED EASEMENTS
 - (PE1) PUBLIC UTILITY EASEMENT OVER ALL ROADWAY EASEMENTS (PRIVATE) TO THE CITY OF SANTA PAULA
 - (PE2) PUBLIC ACCESS EASEMENT OVER ALL ROADWAY EASEMENTS (PRIVATE) TO THE CITY OF SANTA PAULA
 - (PE3) AN ACCESS EASEMENT OVER ALL ROADWAY EASEMENTS (PRIVATE) TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE.
 - (PE4) PUBLIC ACCESS AND UTILITY EASEMENT TO THE CITY OF SANTA PAULA OVER A PORTION OF LOT 12
 - (PE5) PUBLIC PEDESTRIAN ACCESS AND PUBLIC UTILITY EASEMENT TO THE CITY OF SANTA PAULA OVER LOT 8 AND PARCELS B, C, C1, F AND G.
 - (PE6) PUBLIC ACCESS AND UTILITY EASEMENT TO THE CITY OF SANTA PAULA OVER A PORTION OF PARCEL D.
 - (PE7) MULTIPURPOSE TRAIL EASEMENT TO THE CITY OF SANTA PAULA OVER A PORTION OF LOT 1 AND PARCEL G1.
 - (PE8) PUBLIC ACCESS AND UTILITY EASEMENT OVER LOTS 10 & 11 AND PARCEL E
- PARCELS A, B, D, E, G AND G1, WILL BE GRANTED TO THE HOMEOWNER ASSOCIATION BY SEPARATE DOCUMENT.
- PUMP HOUSE STREET (PRIVATE), LIMONEIRA LANE (PRIVATE) AND AUTUMN PATH LANE (PRIVATE), ARE ROADWAY EASEMENTS AND WILL BE GRANTED TO THE HOMEOWNER ASSOCIATION BY SEPARATE DOCUMENT.

LINE DATA

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N44°49'11"E	182.58'	L17	S45°10'49"E	19.50'
L2	N44°49'11"E	28.37'	L18	N44°49'11"E	17.50'
L3	S45°10'49"E	25.90'	L19	S19°32'15"E	31.88'
L4	S44°49'11"W	5.00'	L20	N70°27'45"E	4.00'
L5	N67°52'30"W	15.50'	L21	N76°34'26"E	78.57'
L6	S22°07'30"W	2.13'			
L7	S87°15'10"W	68.13'			
L8	S87°15'10"W	237.53'			
L9	S42°15'10"W	8.41'			
L10	S87°15'10"W	55.28'			
L11	S69°49'16"W	62.60'			
L12	N80°49'00"E	366.02'			
L13	N80°49'00"E	49.10'			
L14	S09°11'00"E	112.00'			
L15	N80°49'00"E	84.40'			
L16	S11°33'50"E	7.94'			

CURVE DATA

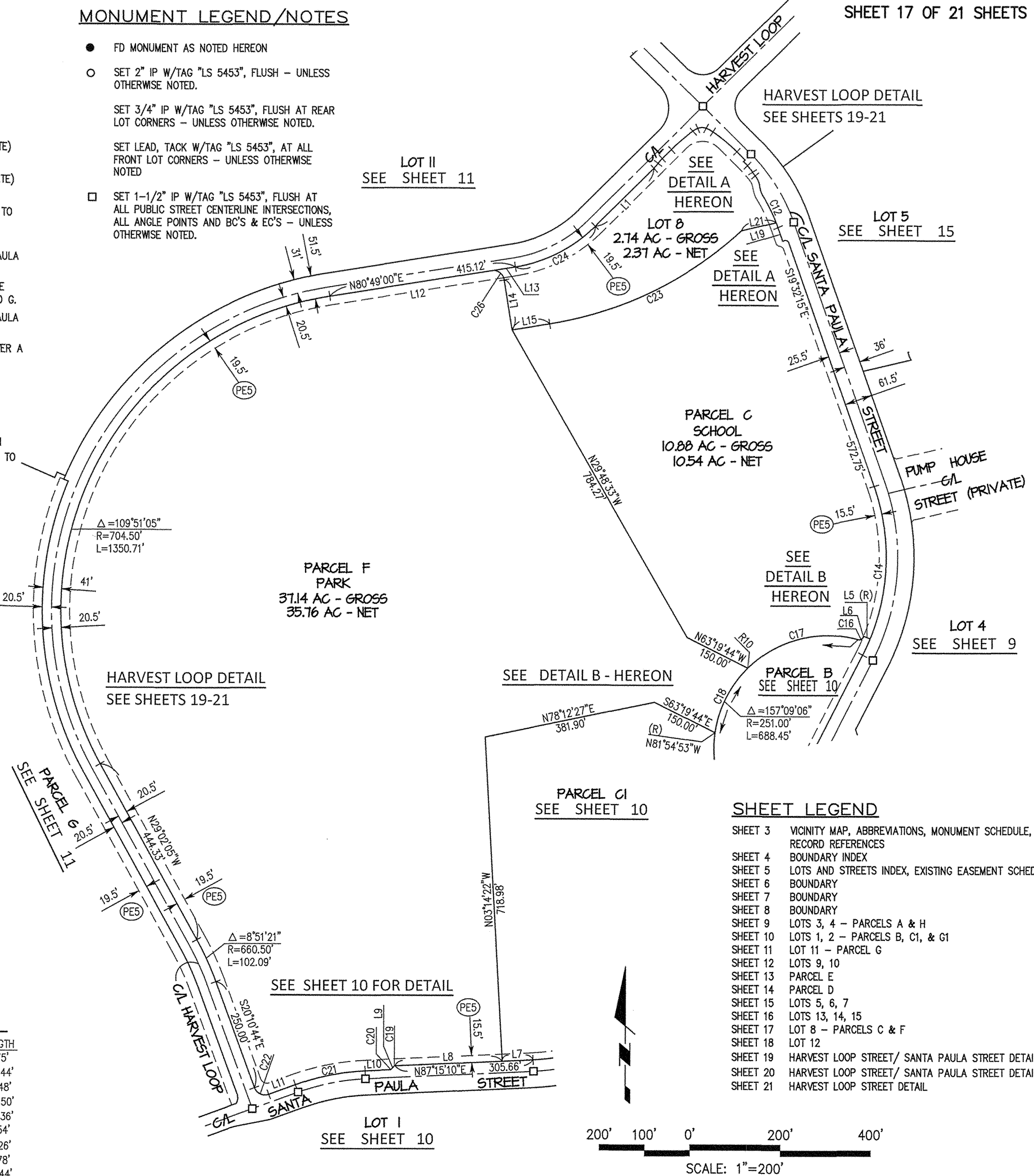
CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH
C1	8°06'35"	100.50'	14.22'	C20	45°00'00"	3.50'	2.75'
C2	8°06'35"	99.50'	14.08'	C21	17°25'54"	517.50'	157.44'
C3	9°16'44"	384.50'	62.27'	C22	90°00'00"	24.50'	38.48'
C4	13°04'23"	54.50'	12.44'	C23	33°54'06"	807.00'	477.50'
C5	44°20'54"	24.50'	18.96'	C24	35°59'49"	320.50'	201.36'
C6	13°03'55"	74.50'	16.99'	C25	1°54'31"	376.50'	12.54'
C7	10°14'03"	384.50'	68.68'	C26	78°31'18"	25.00'	34.26'
C8	10°38'14"	99.50'	18.47'	C27	90°00'00"	7.50'	11.78'
C9	5°41'32"	100.50'	9.98'	C28	10°19'45"	363.00'	65.44'
C10	26°45'47"	49.50'	23.12'	C29	1°46'59"	363.00'	11.30'
C11	20°05'09"	50.50'	17.70'				
C12	12°06'44"	363.00'	76.74'				
C13	46°27'25"	474.50'	384.74'				
C14	41°39'45"	474.50'	345.03'				
C15	4°47'39"	474.50'	39.70'				
C16	83°12'51"	10.00'	14.52'				
C17	60°04'56"	251.00'	263.21'				
C18	37°10'18"	251.00'	162.84'				
C19	45°00'00"	3.50'	2.75'				

RADIAL DATA

LINE	BEARING	LINE	BEARING
R1	N53°17'24"W	R8	S51°40'23"W
R2	N35°54'05"W	R9	S58°21'01"W
R3	N22°49'42"W	R10	S44°44'35"E
R4	S21°31'13"W	R11	N81°54'53"W
R5	S34°36'08"W	R12	S02°17'42"W
R6	N46°43'42"E	R13	S43°05'07"E
R7	S57°21'55"W	R14	N15°20'21"E
		R15	S68°40'46"W

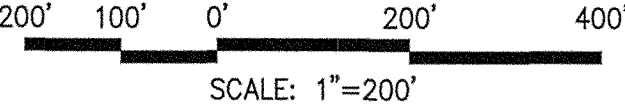
MONUMENT LEGEND/NOTES

- FD MONUMENT AS NOTED HEREON
- SET 2" IP W/TAG "LS 5453", FLUSH - UNLESS OTHERWISE NOTED.
- SET 3/4" IP W/TAG "LS 5453", FLUSH AT REAR LOT CORNERS - UNLESS OTHERWISE NOTED.
- SET LEAD, TACK W/TAG "LS 5453", AT ALL FRONT LOT CORNERS - UNLESS OTHERWISE NOTED
- SET 1-1/2" IP W/TAG "LS 5453", FLUSH AT ALL PUBLIC STREET CENTERLINE INTERSECTIONS, ALL ANGLE POINTS AND BC'S & EC'S - UNLESS OTHERWISE NOTED.



SHEET LEGEND

- SHEET 3 VICINITY MAP, ABBREVIATIONS, MONUMENT SCHEDULE, RECORD REFERENCES
- SHEET 4 BOUNDARY INDEX
- SHEET 5 LOTS AND STREETS INDEX, EXISTING EASEMENT SCHEDULE
- SHEET 6 BOUNDARY
- SHEET 7 BOUNDARY
- SHEET 8 BOUNDARY
- SHEET 9 LOTS 3, 4 - PARCELS A & H
- SHEET 10 LOTS 1, 2 - PARCELS B, C1, & G1
- SHEET 11 LOT 11 - PARCEL G
- SHEET 12 LOTS 9, 10
- SHEET 13 PARCEL E
- SHEET 14 PARCEL D
- SHEET 15 LOTS 5, 6, 7
- SHEET 16 LOTS 13, 14, 15
- SHEET 17 LOT 8 - PARCELS C & F
- SHEET 18 LOT 12
- SHEET 19 HARVEST LOOP STREET/ SANTA PAULA STREET DETAIL
- SHEET 20 HARVEST LOOP STREET/ SANTA PAULA STREET DETAIL
- SHEET 21 HARVEST LOOP STREET DETAIL



TRACT NO. 5854

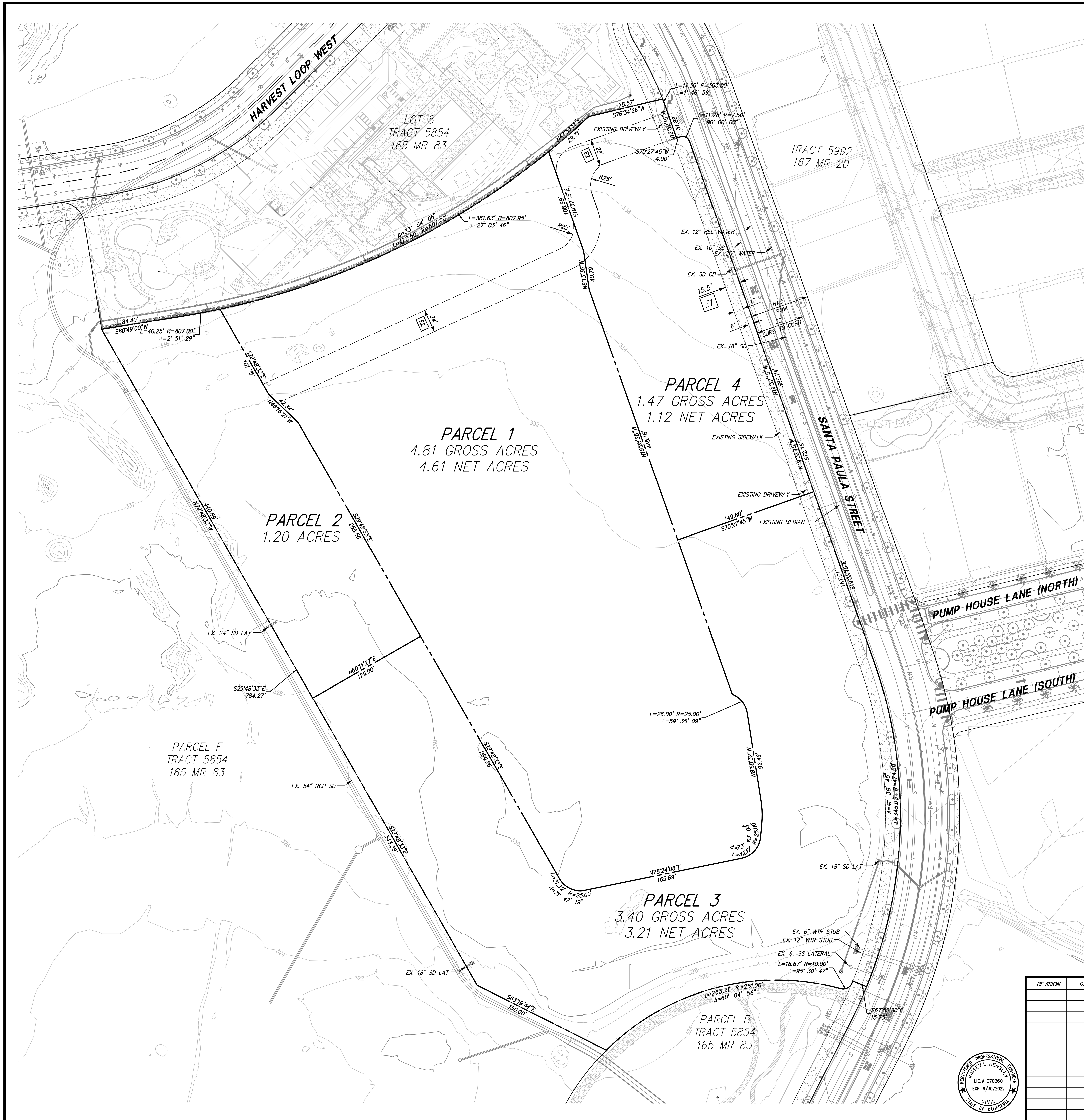
IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF SECTIONS I, 2, II AND 12, ALL IN TOWNSHIP 3 NORTH, RANGE 21 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND FILED DECEMBER 8, 1874 IN THE DISTRICT LAND OFFICE.

JANUARY, 2017

EXHIBIT C

APPROVED TENTATIVE PARCEL MAP AND SITE PLAN PARCEL C OF TRACT 5854



LEGEND

PROPOSED	EXISTING
20 LOT NUMBER	STORM DRAIN
17.2 PAD ELEV.	W WATER
STORM DRAIN	S SEWER
CATCH BASIN	G GAS
SURFACE DRAIN	T TELEPHONE
W WATER	OHE OVERHEAD ELEC.
S SEWER	X EXISTING FENCE
FM FORCE MAIN SEWER	W WATER VALVE
TOP OF SLOPE	F FIRE HYDRANT
TOE OF SLOPE	S STREET LIGHT
FLOWLINE	C CONTOUR LINE
EASEMENT LINE	S STREET SIGN
CONTOUR LINE	
DAYLIGHT LINE	
RETAINING WALL	
BLOCK WALL	
FIRE HYDRANT	
STREET LIGHT	
PROPERTY LINE	

ABBREVIATIONS

FDC	FIRE DEPARTMENT CONNECTION
FS	FINISH SURFACE
FG	FINISH GRADE
INV	INVERT
TG	TOP OF GRATE
SW	SIDEWALK
EX	EXISTING
FL	FLOW LINE
PA	PLANTER AREA
PVT	PRIVATE

LEGAL DESCRIPTION:

PARCEL C (SCHOOL SITE) OF TRACT 5854, IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER RECORDED IN BOOK 165, PAGES 83 TO 103 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

A.P.N. 107-0-230-195

UTILITIES

ELECTRIC: SOUTHERN CALIFORNIA EDISON 10060 TELEGRAPH RD. VENTURA, CA 93004 WENDY NICHOLSON (805) 477-9557 TELEPHONE: SPECTRUM-CHARTER 2525 KNOLL DR. VENTURA, CA 93003 JOHN PARRISH (805) 477-4435	CABLE TV: FRONTIER 119-121 N OJAI ST. SANTA PAULA, CA 93060 (800) 921-8101 GAS: SOUTHERN CALIF. GAS. CO. 9400 OAKDALE AVE. CHATSWORTH, CA 91313 JACK RUSSO (818) 701-3228	SEWER & WATER: CITY OF SANTA PAULA PO BOX 569 SANTA PAULA, CA 93061 (805) 933-4212 EXT-0
---	---	---

EASEMENT SCHEDULE

E1	EXISTING PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT TO THE CITY OF SANTA PAULA PER RECORDED TRACT MAP 5854 (165MR83)
E2	PROPOSED PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT TO THE CITY OF SANTA PAULA

FLOODPLAIN INFORMATION

PARCEL C IS LOCATED IN AN A99 FLOODZONE PER FIRM PANEL 0611C0781E

LAND USE DATA

EXISTING PARCEL 'C' TRACT 5854

A. GROSS AREA	10.88 AC
B. NET AREA	
PUBLIC UTILITIES & ACCESS	0.34 AC
TOTAL:	10.54 AC

PROPOSED PARCELS

PARCEL 1	4.81 AC
PUBLIC UTILITIES & ACCESS	0.20 AC
TOTAL NET:	4.61 AC
PARCEL 2	1.20 AC
PARCEL 3	3.40 AC
PUBLIC UTILITIES & ACCESS	0.19 AC
TOTAL NET:	3.21 AC
PARCEL 4	1.47 AC
PUBLIC UTILITIES & ACCESS	0.35 AC
TOTAL NET:	1.12 AC
TOTAL NET:	10.14 AC

EAST AREA ONE SPECIFIC PLAN ZONING

EXISTING SPECIFIC PLAN DESIGNATION	CIVIC DISTRICT
PROPOSED SPECIFIC PLAN DESIGNATION	NEIGHBORHOOD

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 NAD83 (EPOCH 2007.00) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING SYSTEM (CGPS) STATIONS "OVL5" AND "TMP" BEING N68°42'14"E AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC). ALL DISTANCES ARE GROUND.

REVISION	DATE	SUBDIVIDER/OWNER: LIMONEIRA LEWIS HOME BUILDERS, LLC 133 NORTH 10TH STREET SANTA PAULA, CA 93060 DAVID LAULETTA 805-420-9075	TENTATIVE PARCEL MAP No. _____ FOR CONDOMINIUM PURPOSES PARCEL C OF TRACT 5854		SHEET 1 OF 1
		ENGINEER: JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET VENTURA, CALIF. 93003 PHONE: 805/654-6977 FAX: 805/654-6979	CITY OF SANTA PAULA	COUNTY OF VENTURA	
		SCALE: 1"=40'		JLN: LIM01.4521	
		DATE: Apr 09, 2021		DWG. NAME: 4521-01-TPM.dwg	

EXHIBIT D

SURVEYOR APPROVAL LETTER (WILLDAN)

March 21, 2022

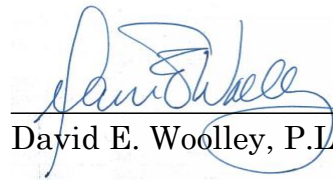
Roxanne Hughes, PE
City of Santa Paula
970 E. Ventura Street
Santa Paula, California 93060

Subject: City of Santa Paula – Final Mylar Check- Parcel Map 6065

Dear Roxanne Hughes:

We are transmitting herewith the original mylars of the subject map. The map has been examined as to items under the City Surveyor's jurisdiction and has been found satisfactory for the approval and signature of appropriate City officials.

Please call or email me if you have any questions regarding this map. My email address is dwoolley@willdan.com and the phone number is (562)364-8461.



David E. Woolley, P.L.S. 7304



EXHIBIT E

FINAL PARCEL MAP NO. 6065

OWNERS/SUBDIVIDERS STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, RECORD HOLDERS OF SECURITY INTERESTS THEREIN, OR ARE INTERESTED IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION AND CONDOMINIUM PROJECT ENTITLED PARCEL MAP NO. 6065, SHOWN ON THIS MAP WITHIN THE EXTERIOR BOUNDARY LINE AND THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION FOR CONDOMINIUM PURPOSES.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE,

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF SANTA PAULA, A ACCESS EASEMENT OVER PORTIONS OF PARCELS 1 THROUGH 4, INCLUSIVE AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF SANTA PAULA, A PUBLIC UTILITY EASEMENT OVER PORTIONS OF PARCELS 1 THROUGH 4, INCLUSIVE AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF SANTA PAULA, A PUBLIC PEDESTRIAN EASEMENT OVER A PORTION OF PARCEL 3, AS SHOWN ON THIS MAP.

OWNERS: LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

DAVID LAULETTA
AUTHORIZED AGENT

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) SS

ON BEFORE ME, NOTARY PUBLIC,

PERSONALLY APPEARED ,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 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

SIGNATURE PRINT NAME

PRINCIPAL PLACE OF BUSINESS IN COUNTY

MY COMMISSION EXPIRES COMMISSION NO.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LIMONEIRA LEWIS COMMUNITY BUILDERS ON JULY 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR AFTER FILING OF THIS PARCEL MAP) AND ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE

WILLIAM T. HURDLE, PLS 5854



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE MAP ENTITLED PARCEL MAP NO. 6065 AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATE

DAVID O. KNELL, PLS 5301
ACTING CITY SURVEYOR
CITY OF SANTA PAULA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE MAP ENTITLED PARCEL MAP NO. 6065, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

DATE: , 20

ROBERT WOODWARD
RCE NO. 63154
CONTRACT CITY ENGINEER
CITY OF SANTA PAULA

SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING PRESENT OWNERS OF EASEMENTS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

SANTA PAULA WATER WORKS, A CORPORATION, EASEMENT HOLDER FOR RIGHTS TO TAKE, DIVERT, APPROPRIATE OR IN ANY WAY USE THE WATERS OF THE SANTA PAULA CREEK AND ITS TRIBUTARIES, RECORDED APRIL 1, 1892, IN BOOK 36, PAGE 3 OF DEEDS AND RECORDED AUGUST 4, 1892, IN BOOK 36, PAGE 497 OF DEEDS.

THERMAL BELT WATER COMPANY, EASEMENT HOLDER FOR WATER PIPELINE PURPOSES, RECORDED MAY 6, 1895 IN BOOK 45, PAGE 226 OF DEEDS.

SOUTHERN CALIFORNIA GAS COMPANY OF CALIFORNIA, EASEMENT HOLDER FOR PUBLIC UTILITIES, RECORDED IN BOOK 99, PAGE 92 OF OFFICIAL RECORDS.

CITY OF SANTA PAULA, EASEMENT HOLDER PUBLIC PEDESTRIAN ACCESS AND PUBLIC UTILITY EASEMENT, RECORDED IN BOOK 165, PAGES 83 TO 103 OF MAPS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, EASEMENT HOLDER FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEM AND COMMUNICATION SYSTEMS, RECORDED JULY 26, 2018 AS INSTRUMENT NO. 20180726-00085833 OF OFFICIAL RECORDS

THE SIGNATURES OF THE PARTY(IES) NAMED HEREINAFTER AS OWNERS(S) OF AN INTEREST SET FORTH HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 (a)(3)(C) OF THE SUBDIVISION MAP ACT,

ALICE TEAGUE COX, ET AL., OWNER OF ALL OIL, GAS, HYDROCARBONS, OR OTHER MINERALS IN AND UNDER THAT PORTION OF SAID LAND AS CONVEYED IN DEEDS RECORDED MARCH 28, 1955, IN BOOK 1276, PAGES 459, 464, 469, 474, 479, 484, 494, 499, 504, 509, 514 AND 519 OF OFFICIAL RECORDS.

LIMONEIRA COMPANY, A CALIFORNIA CORPORATION OWNER OF AN UNDIVIDED 474/ 2500TH INTEREST IN OIL AND GAS AS QUITCLAIMED IN A DEED RECORDED JUNE 23, 2000 AS INSTRUMENT NO. 2000-0100215 OF OFFICIAL RECORDS

KATIE NOWAK, A WIDOW, OWNER OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LANDS, T60CETHER WITH THE RIGHT TO DRILL FOR, EXTRACT AND REMOVE THE SAME FROM SAID PREMISES, TOGETHER WITH THE RIGHT TO ENTER UPON SAID PREMISES FOR SUCH PURPOSES, RECORDED IN DEED JANUARY 7, 1953, IN BOOK 1108, PAGE 329 OF OFFICIAL RECORDS.

THE RIGHTS TO ENTER UPON AND/OR UTILIZE THE SURFACE OR ANY PORTION OF THE AREA WHICH IS WITHIN FIVE HUNDRED FEET BENEATH THE SURFACE THEREOF, WERE CONVEYED TO THE OWNERS OF RECORD BY DEED RECORDED JUNE 2, 1989, AS INSTRUMENT NO. 89-087112 OF OFFICIAL RECORDS.

CITY COUNCIL'S CERTIFICATE

THIS PARCEL MAP IS PRESENTED TO THE CITY COUNCIL OF THE CITY OF SANTA PAULA AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE DAY OF , 20 . SAID COUNCIL HEREBY APPROVES SAID MAP,

AND DOES HEREBY ACCEPTS ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, THE ACCESS EASEMENT OVER ALL PRIVATE STREETS AS SHOWN ON THIS MAP,

AND DOES HEREBY ACCEPT A ACCESS EASEMENT OVER THE PORTIONS OF PARCELS 1 THROUGH 4, INCLUSIVE AS SHOWN ON THIS MAP.

AND DOES HEREBY ACCEPT A PUBLIC UTILITY EASEMENT OVER THE PORTIONS OF PARCELS 1 THROUGH 4, INCLUSIVE AS SHOWN ON THIS MAP.

IN WITNESS WHEREOF, SAID CITY COUNCIL HAS CAUSED THIS CERTIFICATE TO BE SIGNED BY THE MAYOR AND ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF SANTA PAULA TO BE AFFIXED HERETO THIS DAY OF , 20 .

ATTEST:

JULIE LATSHAW
CITY CLERK
CITY OF SANTA PAULA

CARLOS JUAREZ
MAYOR
CITY OF SANTA PAULA

APPROVED AS TO FORM:

JOHN C. COTTI
CITY ATTORNEY

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

DATE:

BY:
DEPUTY COUNTY TAX COLLECTOR

COUNTY RECORDER'S CERTIFICATE

FILED THIS DAY OF , 20 AT .M. IN BOOK OF PARCEL MAPS AT PAGES , AT THE REQUEST OF LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC.

MARK A. LUNN
COUNTY RECORDER
COUNTY OF VENTURA

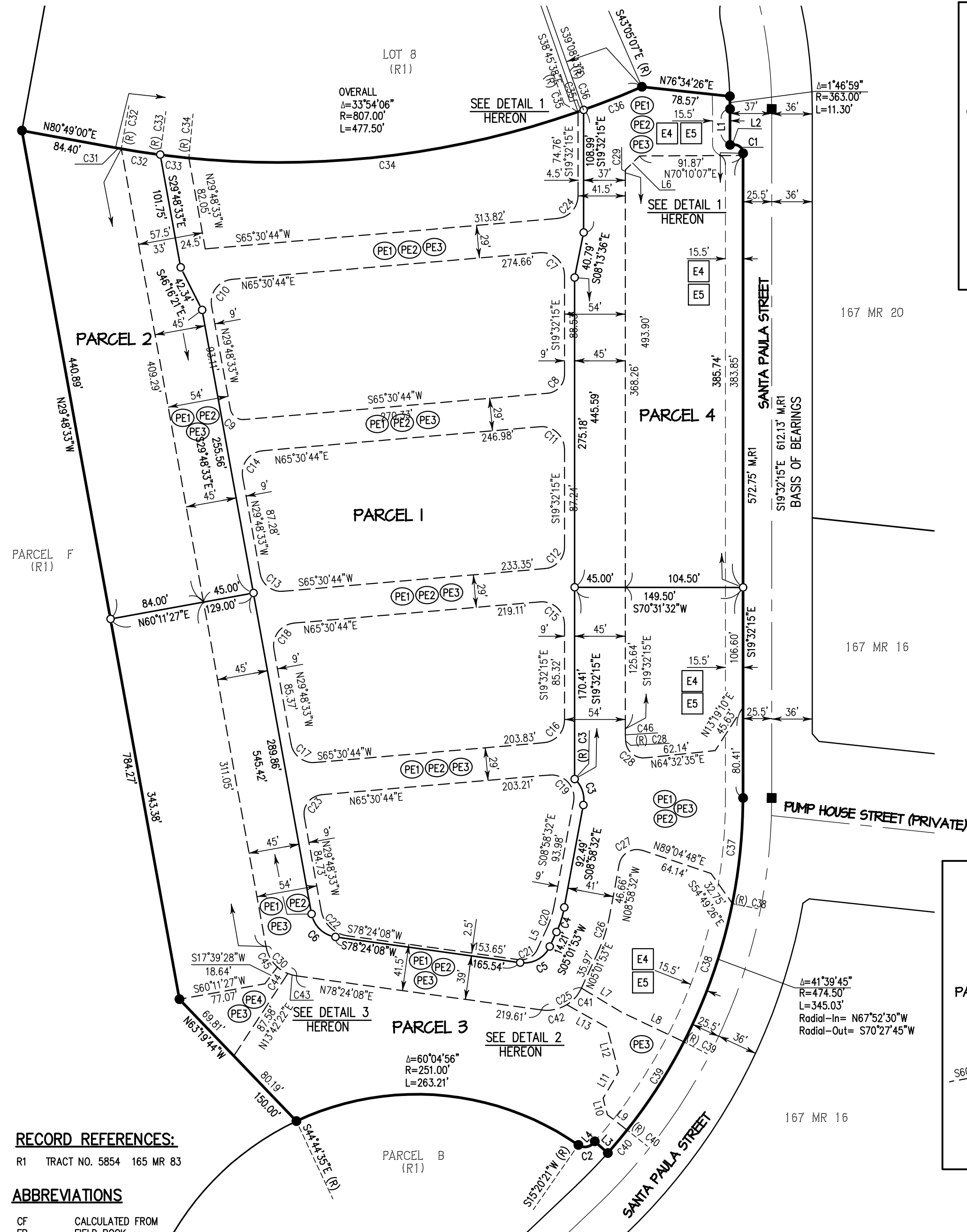
BY:
DEPUTY COUNTY RECORDER

SOILS AND/OR GEOLOGIC REPORTS

THE FOLLOWING SOILS AND GEOLOGIC REPORTS HAVE BEEN PREPARED RELATING TO PARCEL MAP NO. 6065 AND ARE ON FILE FOR PUBLIC INSPECTION IN THE OFFICE OF THE CITY ENGINEER.

DATE OF REPORT	FIRM NAME TITLE OF REPORT	ENGINEER OR GEOLOGIST REGISTRATION NO.
APRIL 19, 2007	LEIGHTON AND ASSOCIATES, INC. PRELIMINARY GEOTECHNICAL INVESTIGATION REPORT	CARL C. KIM GE 2620 ANDREW R. HILLSTRAND CEG 2366

FEBRUARY 8, 2012	LEIGHTON AND ASSOCIATES, INC. GEOTECHNICAL INVESTIGATION	JASON D. HERTZBERG GE 2711 GARETH L. MILLS CEG 2034
------------------	---	--



RECORD REFERENCES:

R1 TRACT NO. 5854 165 MR 83

ABBREVIATIONS

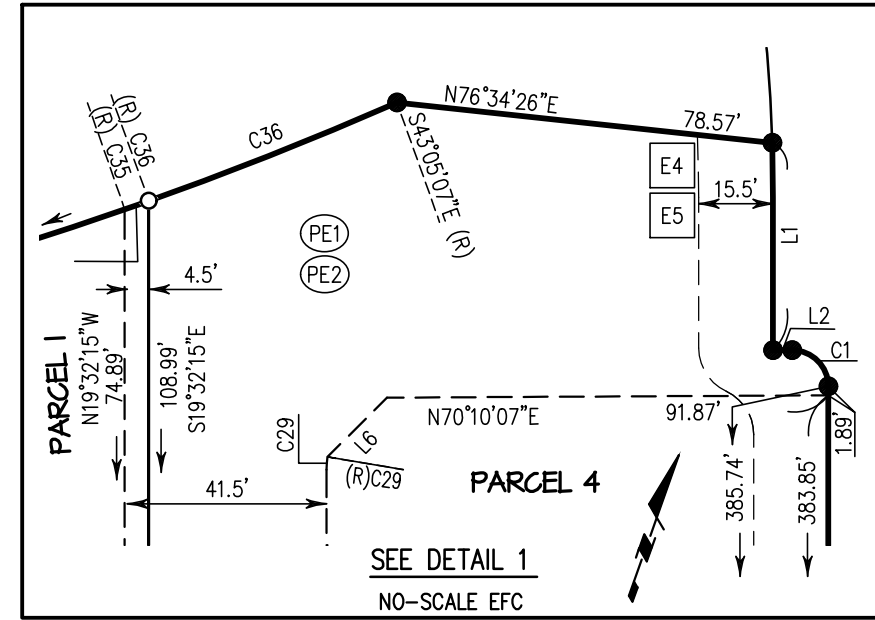
CF CALCULATED FROM
FD FIELD BOOK
FO FOUND
IP IRON PIPE
NO REC. NO RECORD
NFNS NOTHING FOUND NOTHING SET
OR OFFICIAL RECORDS
PEI POINT ESTABLISHED BY INTERSECTION
PRO PROPORTIONED
(R) RADIAL
SS SUB SURFACE
VC VENTURA COUNTY

MONUMENT LEGEND/NOTES

- FOUND 3/4" IRON PIPE TAGGED "LS 5453" FLUSH PER R1
- FOUND 1-1/2" IRON PIPE TAGGED "LS 5453" FLUSH PER R1
- SET 3/4" IP W/TAG "LS 5453"

BASIS OF BEARINGS

THE BEARING OF N19°32'15"W FOR THE CENTERLINE OF SANTA PAULA STREET PER TRACT NO. 5854 AS PER THE MAP RECORDED 165 MR 83 (R1) WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

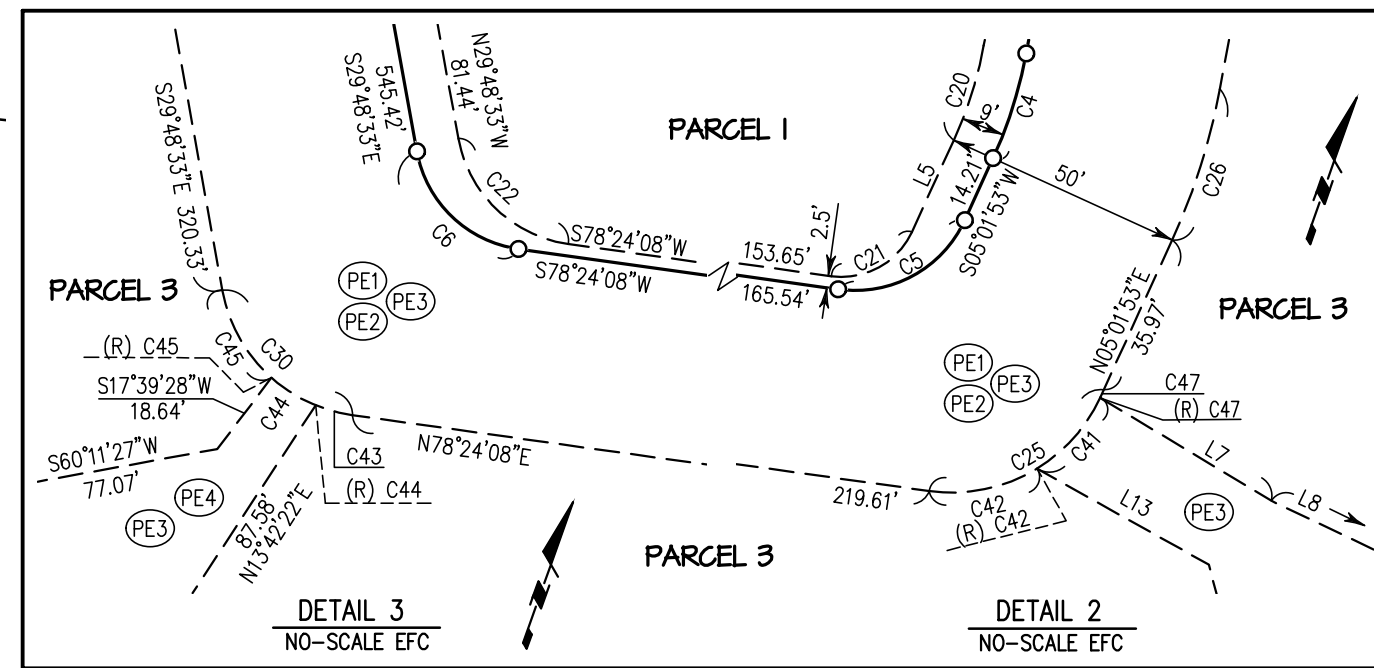


NEW/PROPOSED EASEMENTS

- (PE1) ACCESS EASEMENT TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE.
- (PE2) PUBLIC ACCESS EASEMENT TO THE CITY OF SANTA OVER PORTIONS OF PARCELS 1 THROUGH 4, INCLUSIVE AS SHOWN ON THIS MAP.
- (PE3) PUBLIC UTILITY EASEMENT TO THE CITY OF SANTA PAULA OVER PORTIONS OF PARCELS 1 THROUGH 4, INCLUSIVE AS SHOWN ON THIS MAP.
- (PE4) PUBLIC PEDESTRIAN ACCESS EASEMENT TO THE CITY OF SANTA OVER A PORTION OF PARCEL 3, AS SHOWN ON THIS MAP.

EXISTING EASEMENTS

- (E1) AN EASEMENT FOR RIGHTS TO TAKE, DIVERT, APPROPRIATE OR IN ANY WAY USE THE WATERS OF THE SANTA PAULA CREEK AND ITS TRIBUTARIES TO SANTA PAULA WATER WORKS RECORDED APRIL 1, 1892, IN BOOK 36, PAGE 3 OF DEEDS AND RECORDED AUGUST 4, 1892, IN BOOK 36, PAGE 497 OF DEEDS. (BLANKET IN NATURE)
- (E2) WATER PIPELINE EASEMENT TO THERMAL BELT WATER COMPANY, RECORDED MAY 6, 1895 IN BOOK 45, PAGE 226 OF DEEDS. (BLANKET IN NATURE)
- (E3) PUBLIC UTILITIES EASEMENT TO SOUTHERN CALIFORNIA GAS COMPANY OF CALIFORNIA RECORDED IN BOOK 99, PAGE 92 OF OFFICIAL RECORDS. (UNLOCATABLE FROM RECORD)
- (E4) PUBLIC PEDESTRIAN ACCESS AND PUBLIC UTILITY EASEMENT TO CITY OF SANTA PAULA RECORDED IN BOOK 165, PAGES 83 TO 103 OF MAPS.
- (E5) UNDERGROUND ELECTRICAL SUPPLY SYSTEM AND COMMUNICATION SYSTEMS EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JULY 26, 2018 AS INSTRUMENT NO. 20180726-00085833 OF OFFICIAL RECORDS



LINE DATA:

LINE	BEARING	DISTANCE
L1	S19°32'15"E	31.88'
L2	N70°27'45"E	4.00'
L3	N67°52'30"W	15.50'
L4	S22°07'30"W	2.13'
L5	S05°01'53"W	21.00'
L6	N25°38'18"E	17.50'
L7	S78°29'45"E	41.57'
L8	S84°05'42"E	61.36'
L9	N71°41'52"W	22.18'
L10	N34°05'52"W	15.19'
L11	N10°54'08"E	27.12'
L12	N34°05'52"W	40.99'
L13	N80°18'34"W	40.97'

ACREAGE

PARCEL 1
4.81 GROSS ACRES
3.72 NET ACRES

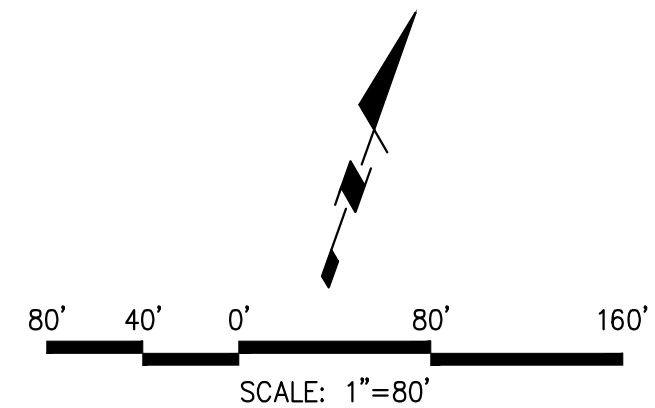
PARCEL 2
1.20 GROSS ACRES
0.82 NET ACRES

PARCEL 3
3.41 GROSS ACRES
2.08 NET ACRES

PARCEL 4
1.46 GROSS ACRES
0.92 NET ACRES

CURVE DATA:

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	RADIAL (R)
C1	90°00'00"	7.50'	11.78'	
C2	83°12'51"	10.00'	14.52'	
C3	58°04'51"	25.00'	25.34'	S22°56'37"W
C4	14°00'25"	94.00'	22.98'	
C5	73°43'57"	25.00'	32.17'	
C6	71°47'19"	25.00'	31.32'	
C7	94°57'01"	20.00'	33.14'	
C8	85°02'59"	16.50'	24.49'	
C9	84°40'43"	11.50'	17.00'	
C10	95°19'17"	20.00'	33.27'	
C11	94°57'01"	20.00'	33.14'	
C12	85°02'59"	19.00'	28.20'	
C13	84°40'43"	19.00'	28.08'	
C14	95°19'17"	20.00'	33.27'	
C15	94°57'01"	20.00'	33.14'	
C16	85°02'59"	20.00'	29.69'	
C17	84°40'43"	20.00'	29.56'	
C18	95°19'17"	20.00'	33.27'	
C19	105°30'45"	20.00'	36.83'	
C20	14°00'25"	85.00'	20.78'	
C21	73°22'14"	16.00'	20.49'	
C22	71°47'19"	27.00'	33.83'	
C23	95°19'17"	17.00'	28.28'	
C24	85°02'59"	20.00'	29.69'	
C25	73°22'15"	34.00'	43.54'	
C26	14°00'25"	135.00'	33.00'	
C27	98°03'19"	16.00'	27.38'	
C28	92°40'27"	16.00'	25.88'	N67°13'02"E
C29	9°34'39"	16.00'	2.67'	N79°58'39"E
C30	71°47'19"	32.00'	40.09'	
C31	0°22'47"	807.00'	5.35'	
C32	2°28'42"	807.00'	34.91'	N09°33'47"W
C33	1°49'04"	807.00'	25.60'	N12°02'29"W
C34	24°54'05"	807.00'	350.73'	N13°51'33"W
C35	0°22'35"	807.00'	5.30'	N38°45'38"W
C36	3°56'54"	807.00'	55.61'	N39°08'13"W
C37	11°24'07"	474.50'	94.43'	
C38	15°46'17"	474.50'	130.61'	S81°51'52"W
C39	11°16'13"	474.50'	93.34'	N82°21'52"W
C40	3°13'08"	474.50'	26.66'	N71°05'38"W
C41	33°57'13"	34.00'	20.15'	
C42	39°25'02"	34.00'	23.39'	N51°00'53"W
C43	14°11'19"	32.00'	7.92'	
C44	19°31'51"	32.00'	10.91'	N02°35'27"E
C45	38°04'08"	32.00'	21.26'	N22°07'19"E
C46	3°14'42"	191.00'	10.82'	
C47	0°12'07"	34.00'	0.12'	N84°45'59"W



PARCEL MAP NO. 6065

IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL C OF TRACT NO. 5854 RECORDED IN BOOK 165 AT PAGE 83 THROUGH 103 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

JULY 2021

EXHIBIT F

SUBDIVISION IMPROVEMENT AGREEMENT, PARCEL NO. 6065

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

No fee per Government Code § 6103

SUBDIVISION IMPROVEMENT AGREEMENT

Parcel Map NO. 6065

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, _____, by and between the CITY OF SANTA PAULA, a general law city and municipal corporation ("CITY") and LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware Limited Liability Company ("SUBDIVIDER").

The Parties agree as follows:

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

- A. SUBDIVIDER presented CITY with a final subdivision map on land identified as Parcel Map No. 6065 ("Map").
- B. SUBDIVIDER requested that CITY approve the Map before construction and completion of improvements including, without limitation, streets system (roads, parking lots, bicycle and pedestrian facilities, traffic control devices, street name signs, street lights, street trees, storm drains, and bridges); potable water system; wastewater (sewer) system; recycled water system; electric, natural gas, and communication utility facilities; grading and earth retaining structures; flood control facilities; and walls and fences ("Improvements") which are part of or appurtenant to the subdivision ("Subdivision") identified on the Map. The Improvements shall be constructed in accordance with plans and specifications on file with CITY.
- C. This Agreement is entered into in accordance with the Subdivision Map Act ("Act") and applicable ordinances adopted by CITY including, without limitation, as codified in the Santa Paula Municipal Code ("SPMC").

2. CONSTRUCTION OF IMPROVEMENTS. At its sole cost and expense, SUBDIVIDER agrees to furnish all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary to complete the Improvements on the Map set forth in the approved plans and specifications and in conformance with the Map's conditions of approval, CITY standards, and federal and state requirements.

3. ESTIMATED COST OF IMPROVEMENTS.

- A. The estimated cost of Improvements is \$995,715.57.
- B. A copy of the cost estimate is attached hereto as Exhibit A and incorporated by this reference.

4. COMPLETION. SUBDIVIDER shall complete the Improvements within thirty-six (36) months after recording the Map or within such further time as may be granted by the City Council.

5. COMPLETION BY CITY. Should SUBDIVIDER fail to complete the Improvements within the time for completion, CITY, at its option, may enter onto SUBDIVIDER's property to complete the Improvements at SUBDIVIDER's cost.

6. WARRANTY OF IMPROVEMENT PLANS. SUBDIVIDER warrants that the plans and specifications for the Improvements shall conform to the approved tentative map and the specific plan for the Subdivision previously approved by CITY's Planning Commission and the City Council, together with all conditions made a part of such approval(s). SUBDIVIDER further warrants that the plans and specifications can be relied upon to accomplish the improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect, SUBDIVIDER agrees to make such changes deemed necessary by CITY to accomplish improvement work in a good, workmanlike manner and in accordance with accepted construction practices. SUBDIVIDER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

7. CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS. CITY is not an insurer or surety for the design or construction of the Subdivision. And CITY, its officers, officials, employees, agents, representatives, and certified volunteers are not liable or responsible for any claim arising during construction of the Subdivision or Improvements, unless it can be shown that such person specifically directed that the Subdivision or Improvement be accomplished in a manner contrary to the wishes and desires of SUBDIVIDER, and SUBDIVIDER filed a written objection with the City Engineer before commencing such work or Improvement.

8. WARRANTY OF WORK. SUBDIVIDER warrants that the Improvements will be constructed in conformance with the plans and specifications, CITY standards, and the highest industry standards. Should any Improvement fail to comply with this warranty or

any other provision of this Agreement within one (1) year after CITY's final acceptance, SUBDIVIDER shall, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Should SUBDIVIDER fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY will, at its option, make the necessary repairs, replacements, or reconstruction, as determined by CITY. SUBDIVIDER shall pay to CITY the actual cost of such repairs, replacements, or reconstruction plus CITY's administrative costs. This section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

9. REPAIRS AND REPLACEMENTS. SUBDIVIDER shall repair or replace, as determined by CITY, Improvements and monuments destroyed or damaged by SUBDIVIDER's actions and to repair or replace, as determined by CITY, any property damaged or destroyed by SUBDIVIDER. Any such repair or replacement shall be completed to CITY's satisfaction and approval, and at no cost to CITY.

10. CITY'S RIGHT OF ENTRY. SUBDIVIDER grants CITY right of entry to SUBDIVIDER's property to inspect the Improvements constructed by SUBDIVIDER and to ensure compliance with this Agreement.

11. CONTRACT SECURITY.

- A. Concurrently with the execution of this Agreement, SUBDIVIDER shall furnish:
 - i. A surety bond in an amount equal to at least one hundred percent (100%) of the estimated cost of improvements as security for the faithful performance of this Agreement;
 - ii. A surety bond in an amount equal to at least ten percent (10%) of the estimated cost of the grading activities as security for the faithful performance of the grading activities;
 - iii. A separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price for said improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.
- B. SUBDIVIDER agrees that the form of the bonds provided by CITY are substantially similar to Government Code §§ 66499.1 and 66499.2.
- C. The surety bonds shall be paid and in effect for one year after CITY's final acceptance of the Improvements in accordance with the warranty required by Section 8.

12. MAINTENANCE BONDS. The bonds referred to in Section 11 will not be released until a surety bond guaranteeing the warranty requirements of Section 8 in the amount of at least ten percent (10%) of the sum shown in Section 3 is filed with CITY. The maintenance bond will be released one (1) year from the date of final acceptance of the Improvements.

13. PERFORMANCE BY CITY OR SURETY.

- A. Should SUBDIVIDER fail to construct the improvements in the manner and at such locations as specified within the time requirements of this Agreement, or if SUBDIVIDER is not carrying out the intent of this Agreement, CITY may serve written notice upon SUBDIVIDER and the surety on SUBDIVIDER's faithful performance bond demanding satisfactory compliance with this Agreement.
- B. Should CITY serve such written notice, CITY may do any one, or combination of, the following:
 - i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five (5) days, assume control and construct the Improvements as SUBDIVIDER's successor;
 - ii. CITY may construct the improvements itself, or by contract, at SUBDIVIDER's expense on a time a materials basis. In such event, CITY may take possession of and utilize in completing improvement construction, materials, appliances, and other property belonging to SUBDIVIDER as may be on the site of the work without liability to CITY. SUBDIVIDER's surety will be liable to CITY for any excess cost of damages incurred by CITY.
- C. Nothing in this section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

14. SURETY BOND TO INCLUDE LETTER OF CREDIT. The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in the State of California.

15. BEST MANAGEMENT PRACTICES. SUBDIVIDER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the Santa Paula Municipal Code, in constructing the improvements anticipated by this Agreement. SUBDIVIDER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

16. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports specific to the improvements identified herein prepared by SUBDIVIDER under this Agreement are CITY's property. SUBDIVIDER may retain copies of said documents and materials as desired, but must deliver all original materials to CITY upon CITY's written notice.

17. INDEPENDENT CONTRACTOR. CITY and SUBDIVIDER agree that SUBDIVIDER will act as an independent contractor and will have control of all work and the manner in which it is performed. SUBDIVIDER will be free to contract for similar service to be performed for other employers while under contract with CITY. SUBDIVIDER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct SUBDIVIDER as to the details of doing the work or to exercise a measure of control over the work means that SUBDIVIDER will follow the direction of CITY as to end results of the work only.

18. CASH CHARGES. SUBDIVIDER must pay to CITY in cash such subdivision fees that are established by ordinance or by the City Council in conferring approval or extension of time to the Subdivision.

19. INDEMNIFICATION.

- A. SUBDIVIDER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, SUBDIVIDER must defend CITY (at CITY's request and with counsel satisfactory to CITY) and indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. The Parties agree that this section will remain in full force and effect until the Improvements have been formally accepted by CITY.
- D. The requirements as to the types and limits of insurance coverage to be maintained by SUBDIVIDER, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by SUBDIVIDER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, SUBDIVIDER must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability (Bodily Injury, Personal Injury, and Property Damage)	\$2,000,000 Occurrence
Commercial Automobile Liability (Any Auto Hired and Non-Owned Liability)	\$2,000,000 Per Accident
Worker's Compensation	Statutory
Employers Liability (Bodily Injury by Accident)	\$1,000,000 Each Accident
Pollution Liability	\$2,000,000 Per Claim, or occurrence \$4,000,000 aggregate

- B. Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. SUBDIVIDER must furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. SUBDIVIDER

will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

21. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

If to the City

City of Santa Paula
Public Works Department
Attn: Clete J. Saunier, P.E., Public Works Director
P.O. Box 569
Santa Paula, CA 93061-0569

If to the Subdivider

Limoneira Lewis Community Builders LLC
c/o Lewis Management Corporation
Attn: David Lauletta
133 N. 10th Street
Santa Paula, CA 93060

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

22. COMPLIANCE WITH LAW. SUBDIVIDER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at SUBDIVIDER’s own cost.

23. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

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

25. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

26. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

27. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in the County of Ventura.

28. **AUTHORITY/MODIFICATION.** This Agreement is subject to and conditioned upon approval and ratification by the Santa Paula City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

29. **BINDING UPON SUCCESSORS.** The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the term will run with the Property and become binding upon SUBDIVIDER's heirs, successors and assigns.

30. **ENTIRE AGREEMENT.** This Agreement constitutes the sole agreement between SUBDIVIDER and CITY respecting the maintenance of the Property's common areas and correctly sets forth the obligations of SUBDIVIDER and CITY. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF SANTA PAULA,
a municipal corporation.

LIMONEIRA LEWIS COMMUNITY
BUILDERS, LLC,
a Delaware Limited Liability Company.

Jenny Crosswhite,
Mayor

David Lauletta,
Authorized Agent

ATTEST:

Julie Latshaw,
City Clerk

APPROVED AS TO CONTENT:

Daniel Singer,
City Manager

APPROVED AS TO FORM:

John C. Cotti,
City Attorney

EXHIBIT A

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: NONPROFIT EMERGENCY RELIEF FUND GRANT AWARDS

Date: April 6, 2022

Agenda Item: 11.A

RECOMMENDATION:

1. Approve the recommended grant awards for the Nonprofit Emergency Relief Fund program as determined by the ad hoc committee.

Presented by: Jonathan Royas, Management Analyst

BACKGROUND:

Our community, and the nonprofit organizations which support our residents, were severely impacted as a result of COVID-19. On May 5, 2021, City Council, after hearing from staff and the public, gave thoughtful consideration to several projects and programs to give back to our community. One item Council was supportive of was public/private partnerships to enhance the quality of life in Santa Paula.

As a result, on December 15, 2021, Council adopted Resolution 7381, amending the City's operating and CIP budget for FY2021/22, setting aside \$250,000 in American Rescue Plan Act (ARPA) funds from tranche one to establish a Nonprofit Emergency Relief Fund. Council's thoughts at the time were that nonprofit service organizations in our community were hit hard by the pandemic, impacting their programs and services and the ability to fundraise and that many entities provided essential services to this community during the pandemic and needed our support. Additionally, Council appointed an ad hoc committee composed of Councilmember Carlos Juarez and Councilmember Leslie Cornejo to assist in the relief fund selection process.

The guidelines for the Nonprofit Emergency Relief Fund were established as follows:

1. The City of Santa Paula recognizes that nonprofits have been especially impacted in negative ways by the COVID-19 pandemic. Through American Rescue Plan Act (ARPA) funding, the City is offering the 2021-2022 Nonprofit Emergency Relief Fund for the purpose of assisting qualified nonprofits with funding for operating costs, programs, services and staff. The objective of this program is to provide additional financial assistance to nonprofits experiencing negative impact from COVID-19 to ensure they can continue to provide services.

2. Since funding comes from the federal government, there are restrictions on how funds may be distributed and used. Allowable expenses include expenses related to: communications, facilities, fringe benefits, fundraising, insurance, marketing, mortgage/rent, professional fees, programming costs, and salaries. The City of Santa Paula will expect nonprofits receiving funds to demonstrate need and appropriate use of funds by submitting financial documentation and receipts.

3. Nonprofit applicants should meet the following criteria:

- Provide services to Santa Paula residents
- Must have been in operations on or before January 1, 2020
- Have experienced negative impacts (loss in revenue or demand exceeding capacity) as a result of COVID-19
- Will spend funds on expenses incurred on March 3, 2021 or after
- Possesses 501(c)3 designation from the Internal Revenue Service
- Be in good standing as a nonprofit by the State of California
- Will be required to sign a subrecipient award and reporting agreement with the City of Santa Paula

Additionally, recipients would be eligible for assistance up to \$50,000 per tranche.

ANALYSIS:

On February 14, 2022, staff launched the application period for the Nonprofit Emergency Relief Fund program which closed on March 14, 2022. Information about the program was shared with the public via the City's website, the Santa Paula Times, the City's monthly video newsletter, via email messaging to local nonprofits and shared several times through the Santa Paula Social Services Coalition, a local collaboration of over 25 nonprofits who serve the Santa Paula community.

At the conclusion of the application period, staff received a total of 11 applications from the following organizations:

Boys & Girls Club of the Santa Clara Valley
C.A.R.L. (Canine Adoption Rescue League)
Food Share
LUCHA / Poder Popular
Promotoras y Promotores
S.P.A.R.C. (Santa Paula Animal Rescue Center)
Santa Clara Valley Hospice
Santa Paula Latino Town Hall
SPIRT of Santa Paula
Proyecto Esperanza/Our Lady of Guadalupe Church
The House of MAGIC Foundation for the Arts, Inc.

Staff reviewed the applications to ensure they met the guidelines of the program and noted one exception, Proyecto Esperanza/Our Lady of Guadalupe Church.

Proyecto Esperanza is classified under IRS tax exemption codes as a 170(b) Church, and therefore does not meet the established program guidelines. To clarify, the reason only

501(c)3 organizations were allowed to apply for the program is due to the strict guidelines stipulated by the U.S. Department of the Treasury American Rescue Plan Act (ARPA) Final Rule which specifically states, “Nonprofits have faced significant challenges due to the pandemic’s increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees. Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “nonprofit”—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.”

Staff would like to acknowledge and thank Proyecto Esperanza, Elvia Hernandez, Selam Mekonnen and Reverend Thomas Dome for the tremendous work they performed on a daily basis for residents and families in Santa Paula throughout the entire COVID-19 pandemic. They were instrumental in assisting hundreds of families in obtaining housing/rent and utility relief through the HousingIsKey program throughout the pandemic.

On March 28, 2022, the ad hoc committee for the Nonprofit Emergency Relief Fund met with staff and reviewed the remaining ten submissions.

The committee evaluated the applications and reviewed the following information to help determine their recommendations:

1. Organization’s history, mission and goals;
2. How the organization was impacted by the COVID-19 public health crisis; or
3. What services the organization provided to residents of Santa Paula during the COVID-19 public health crisis;
4. How the funds received would specifically impact the Santa Paula community or our residents; and
5. How the organization will measure the impact of their project(s)

Of the ten submissions that met the program guidelines, the breakdown of requests and the recommended grant awards from the ad hoc committee are provided below.

Organization	501c3	Requested Grant \$	Recommended Grant \$
Boys & Girls Club of the Santa Clara Valley	Yes	\$50,000	\$42,500
C.A.R.L.	Yes	\$50,000	\$10,000
Foodshare	Yes	\$50,000	\$25,000
LUCHA Poder Popular	Yes	\$48,840	\$35,000
Promotoras y Promotores	Yes	\$25,000	\$20,000
S.P.A.R.C.	Yes	\$25,000	\$20,000
Santa Clara Valley Hospice	Yes	\$50,000	\$42,500
Santa Paula Latino Town Hall	Yes	\$50,000	\$20,000
SPIRIT of Santa Paula	Yes	\$50,000	\$30,000
The House of MAGIC Foundation for the Arts, Inc.	Yes	\$20,000	\$5,000
Total Requested Grant Funds		\$418,840	\$250,000

Council Approved Grantable Funds		\$250,000	\$250,000
Variance		(\$168,840)	\$0

Award Agreement

Applicants approved for funding will enter an award agreement with the City that outlines general obligations and reporting requirements. Additionally, the American Rescue Plan Act (ARPA) includes language that may require grant recipients to meet additional financial compliance if certain thresholds are met. Recipients are expected to be familiar with these requirements and willing to comply with all terms. Approved grants will be disbursed once all required reporting and compliance guidelines have been met.

In conclusion, the adhoc committee and staff are recommending Council approve the grant awards for the ten organizations above or make any adjustments to the recommendation.

It is anticipated organizations requesting funding may wish to address the Council and take any questions Council may have about their grant submittal.

STRATEGIC PLAN:

N/A

FISCAL IMPACTS:

On December 15, 2021, Council adopted Resolution 7381, amending the City's operating and CIP budget for FY2021/22, setting aside \$250,000 in American Rescue Plan Act (ARPA) funds from tranche one to establish a Nonprofit Emergency Relief Fund, GL 412-5-7501-199.

OPTIONS:

1. Council can make changes to the recommended grant award amounts or number of award recipients suggested by the ad hoc committee;
2. Direct staff to take other desirable action related to the Nonprofit Emergency Relief Fund program.

ATTACHMENTS:

[Exhibit A - Nonprofit Emergency Relief Grant Applications.pdf](#)

EXHIBIT A

Nonprofit Emergency Relief Fund Grant Applications



Nonprofit Emergency Relief Fund Grant Application

*FOR OFFICE USE ONLY (SÓLO PARA USO DE OFICINA)

DATE SUBMITTED: _____

REC BY: _____

CITY OF SANTA PAULA • 970 VENTURA ST. • SANTA PAULA, CA 93060 • (805) 933-4201 • www.spcity.org

PLEASE PRINT CLEARLY (POR FAVOR IMPRIME CLARAMENTE)

PART 1 – ELIGIBILITY (ELIGIBILIDAD)

An organization is eligible to apply if they:

1. Provide services to Santa Paula residents **and**
2. Possess 501(c)(3) designation from the Internal Revenue Service **and**
3. Are in good standing as a nonprofit by the State of California.

Una organización es elegible para aplicar si:

1. Proporcionan servicios a los residentes de Santa Paula **y**
2. Poseen la designación 501(c)(3) del Servicio de Impuestos Internos **y**
3. Están en buen estado como una organización sin fines de lucro por el Estado de California.

Part 2 - NONPROFIT INFORMATION (INFORMACIÓN SOBRE LA ORGANIZACIÓN)

Full Nonprofit/Organization Name: Boys & Girls Club of Santa Clara Valley
(Nombre de la organización)

Street Address: P.O. Box 152, Santa Paula, CA 90361
(Dirección de la calle)

Phone #: 805-525-7910
(Número de teléfono)

Email: jmarholin@bgclubscv.org
(Correo electrónico)

Website: www.BGClubSCV.org
(Página web)

Tax ID (EIN) Number: 95-2497853
(Número de identificación fiscal (EIN))

Executive Director (Director Ejecutivo)

Name: Jan Marholin
(Nombre)

Title: Executive Director
(Título)

Phone #: 805-525-7910
(Número de teléfono)

Email: jmarholin@bgclubscv.org
(Correo electrónico)

Program Contact (Contacto del programa)

Name: Jan Marholin
(Nombre)

Title: Executive Director
(Título)

Phone #: 805-525-7910
(Número de teléfono)

Email: jmarholin@bgclubscv.org
(Correo electrónico)

PART 3 - ITEMS TO BE SUBMITTED (ELEMENTOS A PRESENTAR)

1. How many employees does this organization have?

(¿Cuántos empleados tiene esta organización?) Our Club employs 29 people

2. What is the grant amount you are requesting? (Up to \$50,000.00)

(¿Cuál es el importe de la subvención que solicita? (Hasta 50.00000 dólares)) \$50,000

3. Organization budget size: Please provide a copy of your last budget.

(Tamaño del presupuesto de la organización: Proporcione una copia de su último presupuesto.)

Document attached? ☒ YES / SÍ ☐ NO
(¿Se adjunta el documento?)

Describe the organization's history, mission, and goals. (Max. 250 words)

(Describe la historia, la misión y los objetivos de la organización. (máx. 250 palabras))

Boys & Girls Club of Santa Clara Valley's (BGCSCV) mission is to enable young people, especially those who need us the most, to realize their full potential as productive, responsible, caring citizens. BGCSCV is located in the Santa Clara River Valley in Ventura County. Also known as Heritage Valley, this region relies on the abundant orchards of walnuts, lemons, avocados, and oranges for local industry and employment. Santa Paula, where our main site has been located since our founding in 1968, is officially known as the "citrus capital of the world." Our two satellite sites are located in nearby Fillmore and Piru.

Boys & Girls Club of Santa Clara Valley is well integrated into the fabric of our community, serving approximately 1,900 youth every year. For 54 years, BGCSCV has provided daily afterschool programming in the five categories: Character & Leadership Development; Education, STEM, & Career Development; Health & Life Skills; The Arts; and Sports, Fitness and Recreation.

Through this daily, year-round programming, Club staff create opportunities for high-yield programs that reinforce and enhance the skills and knowledge young people learn at school and help them make wise choices about issues they face. Over 15 programs, including homework assistance, computer literacy, sports leagues, and activities designed to increase self-confidence and build self-esteem.

Boys & Girls Club of Santa Clara Valley is ensuring that all our members graduate on time with a plan for the future and a lifelong love of learning. Because no single program or activity can accomplish this ambitious vision for education, BGCSCV has developed a holistic strategy to ensure every moment, staff member and space in the Club supports academic success. This strategic approach leverages the programming, staff practices, partnerships and overall Club environment.

Most parents of our Club members are farmworkers and immigrants employed in the local agricultural industry. The average income in the area is just over \$56,000, compared to \$84,000 county-wide, and children often have few resources available when compared to nearby affluent, suburban neighborhoods in Ventura County, further marginalizing the youth of this community. According to the Ventura County Star, many children grow up to work the same jobs as their parents and remain in farm work "because their language skills and lack of education are a barrier to landing non-farm jobs with higher wages."

83% of the population is Hispanic/Latinx, 14.8% are Caucasian, 1.3% are Asian, 1.2% are two or more races, 0.3% are listed as "other," and 0.2% are Black.

According to City-Data, 14.2% of residents are living in poverty, and the unemployment rate is 11%. 18.7% of residents of Piru are living in poverty. The estimated median household income in Santa Paula is \$63,285 compared to \$80,440 in the state of California. It is \$49,415 in Piru. The per capita income in Piru is \$19,968.

According to Ed-Data, 83% of Santa Paula Unified School District students qualify for free- and reduced-price lunches at school, and 32% are English learners. 66% have "nearly" or "not" met English language/literacy standards, and 74.5% have "nearly" or "not" met CAASPP math standards. 54% of students have not met UC/CSU course requirements.

The crime rate in Santa Paula is 159, higher than 59.6% U.S. cities, and has risen 2% compared to the previous year. In Fillmore, the rate is 83.8.

Because of our location and socio-economic status, this community faces tremendous challenges, including lack of access or barriers to services, resources, and opportunities that other, more affluent nearby communities enjoy. Challenges include poverty and food insecurity linked with low-wage jobs, gangs and violent crime, understaffed police force, lack of youth programming in the region, unacceptable teen pregnancy rates, severe rates of obesity and absence of healthy food choices, and low academic achievement and high dropout rates. We are working to change this dynamic by providing our members with the tools and skills to break the cycle of poverty, attain higher educational achievement, acquire a positive self-identity and confidence, and live healthy, active lifestyles.

Identify and describe how your organization was impacted by the COVID-19 public health crisis and/or describe what services your organization provided to the residents of Santa Paula during the COVID-19 public health crisis. (Max. 250 words) (Identifique y describa cómo su organización se vio afectada por la crisis de salud pública COVID-19 y/o describa qué servicios prestó su organización a los residentes de Santa Paula durante la crisis de salud pública COVID-19. (Máximo 250 palabras))

The pandemic has exacerbated the disparities in this community, and it has provided an even greater challenge than in previous years. The Department of Education's Education in a Pandemic: The Disparate Impacts of COVID-19 on America's Students states, "We know from early studies that for many students, the educational gaps that existed before the pandemic—in access, opportunities, achievement, and outcomes—are widening. And we can see already that many of these impacts are falling disproportionately on students who went into the pandemic with the greatest educational needs and fewest opportunities—many of them from historically marginalized and underserved groups."

The COVID-19 pandemic crisis has brought worry and uncertainty, it has disrupted daily business and every corner of our lives. Boys & Girls Club of Santa Clara Valley has been there for the children of our community, including in other times of worry such as the Thomas and Maria fires which had many of our residents evacuated or homes under threat and schools closed. Today, we are facing a new challenge together and the club will continue to provide education enrichment, physical activity, and mental wellness as we always have done.

In 2020, 100% of our members participated in distance learning from home for over a year. NWEA research shows that preliminary estimates that students returned in the fall of 2020 with "less than 50% of typical learning gains, and in some grades, nearly a full year behind what we would expect." Our members are more at risk living in low-income homes with few resources such as regular access to computers, internet, and parental involvement. Many of our member's parents work in the agriculture industry and their work was considered essential during the pandemic, and many parents do not speak English at all. This has caused COVID to have disproportionate consequences in our community. Boys & Girls Club of Santa Clara Valley's Education Enrichment Addressing Learning Loss, School Closures and Blended Distance Learning Program encompassed both onsite and virtual instruction opportunities to mitigate these issues.

The Virtual Club

While our objectives quickly changed in 2020, we always reevaluate and fine-tune our programs, building on what we have learned and by what engages our youth the most. COVID-19 required us to move quickly and become flexible, building something new relatively quickly. Executive Director Jan Marholin worked with multiple agencies and museums to provide new and engaging materials that continue to appeal to youth. As an initial response to school and Club closures, BGCSCV leadership developed a new way of delivering engaging content to youth who are not onsite. In the first phase, program staff created over 25 informational videos and posted them on various social media sites. The videos were well-received and received over 1,000 likes.

As school remained closed or restricted to hybrid learning, the Club expanded online content to include a mixed media web portal which contains an entire virtual instruction menu of programs – a Virtual Club. Every week we advertised and updated a well-publicized menu of programs provided free to all youth to access virtually and composed of a robust selection of programs to choose from. Partnerships have been established so that program content was similar to being at the Club. Afternoon virtual programming included daily activities that ranged from live demonstrations, hands-on experiments at home, and virtual field trips to discover local flora and fauna, for example. The program was designed to fill the learning loss gap due to the COVID-19 crisis by providing a robust curriculum to heavily emphasize STEM learning and higher education/career pathway connections. Club staff continually work to expand Virtual Club programming.

Onsite Programming

The Club was still open at limited capacity to serve students who need it most, welcoming members who required supervision for distance learning while parents work away from home in the mornings, for those who required after-hours care in the afternoons for our normal educational enrichment programming, and for those without access to the technology required to be successful at distance learning. The Club implemented sanitization, social distancing, mask wearing, and other safety measures to ensure the health and well-being of staff and members alike. We continued to provide our regular education enrichment programming on site. We are so proud that our members utilized career-building skills while learning to use our 3D printer, and our staff utilized it to make face shields for first responders when our doors were closed!

Onsite Distance Learning Cohorts

We targeted the members who needed us most to be a part of our distance learning cohort in the mornings on-site at the Club. Parents of these members who joined us for distance learning likely work in the agriculture industry, are essential workers, and those with parents who largely only speak Spanish and are experiencing language barriers with distance learning and school success. Additionally, Club staff was in communication with members' schools and teachers to ensure that they were receiving the support they need to do well and stay on track.

Providing Needed Technology

Due to the socio-economic status of individuals, as well as the continuing effects of COVID-19 on the community at large, many of our members do not have regular access to technology devices of their own to support online learning. All members of BGCSCV have access to iPads for check out to use for Club programming or to assist with schoolwork as needed. The Club has also provided subscription access to Buzz Math and Magicblox for math and reading skill practice at home.

BGCSCV has purposefully integrated agriculture, food, and nutrition into our Afterschool STEM Academy programming. Over the last year, staff and teachers have identified food insecurity as a prevalent ongoing concern for families in the districts. We have expanded our programming by partnering with Food Share, the Local Love Project, and Food Forward to provide healthy and nutritious breakfast meal boxes for our members and their families. In 2020, we provided 37,000 meals to either "grab and go" or provided onsite meals and snacks for those attending the Club in person.

Project(s) Summary (Max. 250 words) (Resumen del proyecto(s) (máx. 250 palabras))

Provide a general description of your project(s) and how the funds received would specifically impact the Santa Paula community or our residents. Be sure to include how many Santa Paula residents you anticipate the funds impacting.

(Proporcione una descripción general de su(s) proyecto(s) y cómo los fondos recibidos impactarían específicamente a la comunidad de Santa Paula o a nuestros residentes. Asegúrese de incluir el número de residentes de Santa Paula que usted anticipa que los fondos impactarán.)

Boys & Girls Club of Santa Clara Valley's programming is designed specifically to benefit the community and residents. We will utilize the 2021-2022 Nonprofit Emergency Relief Fund for "the purpose of assisting qualified nonprofits with funding for operating costs, programs, services and staff. During the pandemic, we stayed open and operational as noted above, providing services meant to keep youth on track regardless of their circumstances, and providing a safe place for them to be while parents worked in jobs that could not be done remotely. While we built on our successes and created an abundance of resources for youth during this time, our average daily in-person attendance dropped dramatically. We are able to see virtual/online engagement, and we can track how Club members have utilized materials and technology that we have made available to them at home, we are still working hard to recover membership registration and average daily attendance. Our aim in 2022 is to rebuild our membership so that we once again serve approximately 900 youth onsite and through community outreach in Santa Paula. We will accomplish this by providing more hands-on supplies and activities with a heavy emphasis on community outreach and STEM (science, technology, engineering, and math) programming, and Santa Paula's agricultural industry along with related college and career pathways. Education enrichment programming is focused on mitigating learning loss and closing the achievement gaps experienced by our community due to COVID-19. As we build back our capacity to pre-COVID times, we are expanding our cutting edge robotic and recreation opportunities to better serve our community

BGCSCV positively impacts youth from the moment they walk through our doors. A comprehensive education strategy will enable us to create a transformational experience in which all youth, families and youth development professionals can thrive. We are building both organizational and staff capacity to ensure all young people achieve academic success and fall in love with learning. We are providing our members with the tools and skills to break the cycle of poverty, attain higher educational achievement, acquire a positive self-identity and confidence, and live healthy, active lifestyles. We have surveyed Club parents, and they have indicated that access to technology and help staying on track with math and reading are making a big difference in school outcomes. We're preparing kids to stand on equal footing with their peers. By providing a safe-haven with caring mentors and life enhancing programs, Club kids thrive. They plan for great futures, learning skills for success. They reach their potential and emerge prepared for all sorts of possibilities--ready to impact the world.

We continue to provide our Afterschool STEM Academy, the most popular program at the Club. Our members are using tech like iPads, Pro-Scopes, Microscopes, and 3D printers to explore, problem-solve, and design. We have navigated through COVID with safety protocols and procedures by using technology so that our members can work together but at separate devices at the Club. We have purchased additional iPad Air devices, Sphero Bolts, and Snap Circuits, and other STEM activities to foster students' creativity through discovery and play while laying the foundation of STEM fundamentals. Also, we are one of the first Clubs in Ventura County to install a T-Wall – an interactive, cognitive, multicolor learning wall that features reaction training and programming, hand-eye coordination, neurological development games for youth of all ages. We are so proud that our members have been utilizing career-building skills while learning to use tech like our 3D printer.

There are no similar youth-serving organizations located in the area, and hands-on enrichment activities and vocational training is not available in or outside of our local schools. Without the Boys & Girls Club of Santa Clara Valley, our members would be left behind by their peers in more affluent communities. Through our daily, year-round programming, Club staff is connecting youth to relevant pathways toward higher education, careers, and opportunities in local industry. Our members generally attain better grades at school, have a lower dropout rate, experience greater enjoyment of reading and writing, develop a healthier lifestyle, have stronger interpersonal skills, and develop career awareness- all of which reflect the outcomes of our goals and further our mission.

While conditions related to COVID-19 are improving, we will remain flexible, serving youth wherever they are. We have built robust resources and learned many lessons that we can continue to apply in this ever-changing environment.

Please share how you will measure the impacts of your project(s). (Max. 250 words) (Por favor, comparte cómo va a medir los impactos de su(s) proyecto(s). (máx. 250 palabras))

We use quantitative and qualitative measurements to track these program objectives. Regarding quantitative measures, Jamshid Damooei, PhD, Professor and Chair at the California Lutheran University, conducts a periodic study that involves interviewing Club kids, their parents, teachers and school principals, asking questions about academic motivation, classroom behavior and social skills in relation to Boys & Girls Club programming in Ventura County. This study gives our organization statistical data, such as dropout rates among Club kids versus kids not affiliated with the Club but have similar socioeconomic status, as well as the economic value the Club's programming provides in this region. The Club's staff also tracks attendance and participation. In regard to qualitative measures, staff members seek informal feedback from Club parents on how their children are doing in school, their grades, if there are any behavioral issues, etc. Staff also tracks attendance and participation. Staff seek informal feedback from parents on how children are doing in school, grades, if there are any behavioral issues, etc. Our efforts to raise support continue to be through special events and annual campaign letters as well as foundation and corporate grants. We have established a funding/marketing plan, as well.

Success of the program will be assessed against the following outcomes:

1. Increased literacy fluency and comprehension
2. Increased basic math fluency
3. Classwork Support
4. Enrichment Programs Engagement
5. Career and Workforce Exploration
6. Increased member registration and Average Daily Attendance

SIGNATURE (FIRMA)

Applicant Signature: 	Date: March 10, 2022
Print Full Name: Jan Marholin	
Firma del solicitante:	Fecha:
Escribe el nombre completo:	

To submit your application, please send this application and all required documents to:
Jonathan Royas, Program Administrator
jroyas@spcity.org

Para presentar su solicitud, envíe esta solicitud y todos los documentos requeridos a:
Jonathan Royas, Administrador del Programa
jroyas@spcity.org



Nonprofit Emergency Relief Fund Grant Application

*FOR OFFICE USE ONLY (SÓLO PARA USO DE OFICINA)

DATE SUBMITTED: _____

REC BY: _____

CITY OF SANTA PAULA • 970 VENTURA ST. • SANTA PAULA, CA 93060 • (805) 933-4201 • www.spcity.org

PRINT CLEARLY (POR FAVOR IMPRIME CLARAMENTE)

PART 1 – ELIGIBILITY (ELIGIBILIDAD)

An organization is eligible to apply if they:

1. Provide services to Santa Paula residents **and**
2. Possess 501(c)(3) designation from the Internal Revenue Service **and**
3. Are in good standing as a nonprofit by the State of California.

Una organización es elegible para aplicar si:

1. Proporcionan servicios a los residentes de Santa Paula **y**
2. Poseen la designación 501(c)(3) del Servicio de Impuestos Internos **y**
3. Están en buen estado como una organización sin fines de lucro por el Estado de California.

Part 2 - NONPROFIT INFORMATION (INFORMACIÓN SOBRE LA ORGANIZACIÓN)

Full Nonprofit/Organization Name: Canine Adoption and Rescue League (CARL)

(Nombre de la organización)

Street Address: 901 Mission Rock Road, Santa Paula, CA 93060

(Dirección de la calle)

Phone #: 8055253212

(Número de teléfono)

Email: info@carldogs.org

(Correo electrónico)

Website: www.carlspetcarecenter.com or www.carldogs.org

(Página web)

Tax ID (EIN) Number: 770422714

(Número de identificación fiscal (EIN))

Executive Director (Director Ejecutivo)

Name: Sharon L Clark

(Nombre)

Title: Executive Director

(Título)

Phone #: 8056447387

(Número de teléfono)

Email: cashrike@aol.com

(Correo electrónico)

Program Contact (Contacto del programa)

Name: Mary O'Sullivan

(Nombre)

Title: Deputy Executive Director

(Título)

Phone #: 9498360188

(Número de teléfono)

Email: Maryomeh@gmail.com

(Correo electrónico)

PART 3 - ITEMS TO BE SUBMITTED (ELEMENTOS A PRESENTAR)

1. How many employees does this organization have? 15 paid employees and 150 unpaid volunteers

(¿Cuántos empleados tiene esta organización?)

2. What is the grant amount you are requesting? (Up to \$50,000.00) 50,000

(¿Cuál es el importe de la subvención que solicita? (Hasta 50.00000 dólares))

3. Organization budget size: Please provide a copy of your last budget.

(Tamaño del presupuesto de la organización: Proporcione una copia de su último presupuesto.)

Document attached? x YES / SÍ ☐ NO

(¿Se adjunta el documento?)

Describe the organization's history, mission, and goals. (Max. 250 words)

(Describe la historia, la misión y los objetivos de la organización. (máx. 250 palabras))

CARL was formed in 1996 with the same mission we have now: To place unwanted, abandoned and homeless dogs into pre-screened, responsible, permanent homes. We are operated by a volunteer board of directors with an executive director at the helm. We have maintained 501(c)3 status since that time. We operate a no-kill shelter in Santa Paula with 105 kennels, night runs and play yards. We also utilize a large active foster home program for our dogs. In addition to our non-profit kennel/sanctuary in Santa Paula, at the same site, we operate a boarding facility where we employ paid staff and utilize volunteers there as well. CARL makes a lifetime commitment to all animals in our program. Our goals are to expand our program and help the ever increasing numbers of homeless companion animals.

Identify and describe how your organization was impacted by the COVID-19 public health crisis and/or describe what services your organization provided to the residents of Santa Paula during the COVID-19 public health crisis. (Max. 250 words) (. (Máximo 250 palabras))

Covid19 presented drastic changes in the amount of people utilizing our boarding facility. People who were faced with working from home, losing employment, cancelling planned vacations and existing with reduced financial circumstances did not utilize our boarding facility. Numerous previously scheduled boarders cancelled. We lost the ability to pay our employees. We were assisted, however, in the amount of adoptions which did increase. Also, we received payroll protection loans which allowed us to maintain all our employees. We did not reduce service to Santa Paula residents. We kept as many employees as we could, however, the amount of income and available jobs from boarding was dramatically reduced. We followed all the protocols for safety and attempted to maintain as many staff for our sanctuary animals. CARL makes a lifetime commitment to every animal in our program. With the assistance of the devoted volunteers and the commitment of the Board of Directors and officers, we successfully cared for all our CARL companions. We maintained active boarding services for Santa Paula residents during the public health crisis whenever we were legally allowed to open.

Project(s) Summary (Max. 250 words) (Resume del proyecto(s) (máx. 250 palabras))

Provide a general description of your project(s) and how the funds received would specifically impact the Santa Paula community or our residents. Be sure to include how many Santa Paula residents you anticipate the funds impacting.

(Proporcione una descripción general de su(s) proyecto(s) y cómo los fondos recibidos impactarían específicamente a la comunidad de Santa Paula o a nuestros residentes. Asegúrese de incluir el número de residentes de Santa Paula que usted anticipa que los fondos impactará)

CARL has a high percentage of senior dogs in our program. We therefore have very expensive Veterinary bills. Each dog has the usual panel of inoculations/vaccinations, examinations and routine tests. In addition, we frequently take dogs at late stages of their lives with serious medical complications. Many of the senior animals in our program were in immediate risk of death, but with treatment are able to live happy and active lives. In our 2019 declaration of veterinary bills paid by CARL, we paid \$139,291 for our dogs. We spend at least one half of our annual funds on Veterinary care here in Santa Paula at the Ohana Pet Hospital. Many of our employees are Santa Paula residents. Our impact to the Santa Paula community includes the volume of animal care issues which require veterinary services. We know that our local use of the Ohana Veterinary clinic/hospital, allowed them to branch out and open a Santa Paula facility at 957 Faulkner road, Santa Paula. Also, our use of the Veterinary services at Four Paws on Harvard Blvd. at approximately \$1000 per year benefits the community.

If you select us, we intend to expand our program and accept more animals needing Veterinary care. Our Current budget is below. We allocate \$88,000 to veterinary services. We will increase our program by 10 dogs, as described in the "measurement" section to come.

We will include one additional paid employee at our boarding facility to assist with this expansion, as described in the "measurement" section to come. We currently pay approximately \$3,400 monthly per employee, five of whom currently are Santa Paula Residents.

CANINE ADOPTION AND RESCUE LEAGUE		CANINE ADOPTION AND RESCUE LEAGUE	
	BUDGET		BUDGET Expenses
	INCOME		July 2020-JUNE 2021
	July 2020-June 2021		
Adoption Center	\$282,000	Advertising	\$2,000
Kennel	180,000	Auto	2,700
Sales Fundraisers	7,000	Bank	52,000
Thrift Store	100,000	Dues & Subscriptions	1,000
Covid Grants	200,000	Fundraising Expense	8,400
TOTAL	769,000	Insurance	72,000
		Legal & Prof fees	6,600
		Office Expense	12,000
		Payroll	350,000
		Repairs & Maint	21,500
		Rent	63,000
		Supplies	31,000
		Taxes & Licenses	40,000
		Utilities	24,000
		Veterinary	88,000
		TOTAL	767,200

We will measure the specific animals included in our Ohana Santa Paula budget after the funds are disbursed. We will accept more animals into our program and the designated funds from this allocation will be budgeted for them.

We will accept 10 new dogs into our program. The time frame for this addition will be within one year from the date of disbursement. These will be senior dogs who require unusual or extraordinary treatment. We will, whenever possible, obtain their veterinary services from Ohana or other Santa Paula provider. The cost and specific treatment will be documented. We believe 10 is a reasonable expectation, however, it is an approximation.

We will hire one new part time employee who will be dedicated to the program. Documentation for reporting out will be on an hourly or daily rate depending on how much need there is for program staffing on a particular date. We have included the current Santa Paula Ohana Veterinary Services on the attached February treatment expense record for Ohana. Please note the figures under "practice 2" are attributable to the Santa Paula facility.

SIGNATURE (FIRMA)

Applicant Signature: 

Date: March 14, 2022

Print Full Name: Sharon L. Clark

Firma del solicitante:

Fecha:

Escribe el nombre completo:

To submit your application, please send this application and all required documents to:
Jonathan Royas, Program Administrator
jroyas@spcity.org

Para presentar su solicitud, envíe esta solicitud y todos los documentos requeridos a:
Jonathan Royas, Administrador del Programa
jroyas@spcity.org



Nonprofit Emergency Relief Fund Grant Application

*FOR OFFICE USE ONLY (SÓLO PARA USO DE OFICINA)

DATE SUBMITTED: _____

REC BY: _____

CITY OF SANTA PAULA • 970 VENTURA ST. • SANTA PAULA, CA 93060 • (805) 933-4201 • www.spcity.org

PLEASE PRINT CLEARLY (POR FAVOR IMPRIME CLARAMENTE)

PART 1 – ELIGIBILITY (ELIGIBILIDAD)

An organization is eligible to apply if they:

1. Provide services to Santa Paula residents **and**
2. Possess 501(c)(3) designation from the Internal Revenue Service **and**
3. Are in good standing as a nonprofit by the State of California.

Una organización es elegible para aplicar si:

1. Proporcionan servicios a los residentes de Santa Paula **y**
2. Poseen la designación 501(c)(3) del Servicio de Impuestos Internos **y**
3. Están en buen estado como una organización sin fines de lucro por el Estado de California.

Part 2 - NONPROFIT INFORMATION (INFORMACIÓN SOBRE LA ORGANIZACIÓN)

Full Nonprofit/Organization Name: **Proyecto Esperanza/ Our Lady of Guadalupe Church**

(Nombre de la organización)

Street Address: **427 N. Oak St., Santa Paula, CA**

(Dirección de la calle)

Phone #: **805-276-7671**

(Número de teléfono)

Email: **esperanzaproject.sp@gmail.com**

(Correo electrónico)

Website:

(Página web)

Tax ID (EIN) Number: **95-35-94759**

(Número de identificación fiscal (EIN))

Executive Director (Director Ejecutivo)

Name: **Elvia Hernandez**

(Nombre)

Title: **Project Coordinator**

(Título)

Phone #: **805-276-7671**

(Número de teléfono)

Email: esperanzaproject.sp@gmail.com

(Correo electrónico)

Program Contact (Contacto del programa)

Name: **Selam Mekonnen**

(Nombre)

Title: **Project Assistant**

(Título)

Phone #: **805-774-9445**

(Número de teléfono)

Email: selamma2008@gmail.com

(Correo electrónico)

PART 3 - ITEMS TO BE SUBMITTED (ELEMENTOS A PRESENTAR)

1. How many employees does this organization have? **5**

(¿Cuántos empleados tiene esta organización?)

2. What is the grant amount you are requesting? (Up to \$50,000.00). **- 50,000.00**

(¿Cuál es el importe de la subvención que solicita? (Hasta 50.00000 dólares))

3. Organization budget size: Please provide a copy of your last budget.

(Tamaño del presupuesto de la organización: Proporcione una copia de su último presupuesto.)

Document attached? ☐ YES / SÍ ☒ NO

(¿Se adjunta el documento?)

Proyecto Esperanza was founded in 2010 to serve the residence of Santa Paula community. Our mission is to increase awareness and knowledge regarding mental health issues and challenges in the Hispanic Community. We strive to increasing awareness of mental health and stand against the stigma and the myth faced our the local Hispanic community. We encourage the community to seek help early on, so that we may identify, engage, and provide follow up services with those eligible for Ventura County Behavioral Health or similar agencies. In this way, we hope and to reduce the stigma associated with mental health among the members of the Hispanic Community.

Identify and describe how your organization was impacted by the COVID-19 public health crisis and/or describe what services your organization provided to the residents of Santa Paula during the COVID-19 public health crisis. (Max. 250 words) (Identifique y describa cómo su organización se vio afectada por la crisis de salud pública COVID-19 y/o describa qué servicios prestó su organización a los residentes de Santa Paula durante la crisis de salud pública COVID-19. (Máximo 250 palabras))

During COVID-19 pandemic crisis our organization, Proyecto Esperanza served Santa Paula residence by distributing facemask and hand sanitizer. Moreover, during the Covid-19 vaccine outreach program our community were perplexed not to get the Covid-19 vaccine and we organize workshop with Dr. Robert Levin, MD and Dr. Lisa Solinas, MD and they answered all the myth around and their questions and helped them to remove their misunderstanding about the Covid-19 vaccine myth.

Project(s) Summary (Max. 250 words) (Resumen del proyecto(s) (máx. 250 palabras))

Provide a general description of your project(s) and how the funds received would specifically impact the Santa Paula community or our residents. Be sure to include how many Santa Paula residents you anticipate the funds impacting.

(Proporcione una descripción general de su(s) proyecto(s) y cómo los fondos recibidos impactarían específicamente a la comunidad de Santa Paula o a nuestros residentes. Asegúrese de incluir el número de residentes de Santa Paula que usted anticipa que los fondos impactarán.)

With this fund Proyecto Esperanza at Our Lady of Guadalupe Church in Santa Paula is planning to help the residence of Santa Paula Hispanic Community in with up-to-date information regarding the COVID-19 vaccines and answer their questions. Moreover, we will strive to provide information in a culturally competent manner regarding the COVID-19 virus, how to help preventing the spread of COVID-19, mask distribution, and to provide on-site locations for COVID-19 testing and the administration of the vaccine in our parish. We will outreach between 4,500 and 5,000 people in Santa Paula.

We are planning to initiate a survey of this new program on a weekly basis. This will help us to better understand where we can improve our services and outreach to our community.

SIGNATURE (FIRMA)

Applicant Signature: *Rw. Thomas J. Dome, CRIC*

Print Full Name: *Rw. Thomas J. Dome, CRIC*

Firma del solicitante:

Escribe el nombre completo:

Date: *3/1/2022*

Fecha:

To submit your application, please send this application and all required documents to:
Jonathan Royas, Program Administrator
jroyas@spcity.org

Para presentar su solicitud, envíe esta solicitud y todos los documentos requeridos a:
Jonathan Royas, Administrador del Programa
jroyas@spcity.org



Nonprofit Emergency Relief Fund Grant Application

*FOR OFFICE USE ONLY (SÓLO PARA USO DE OFICINA)

DATE SUBMITTED: _____

REC BY: _____

CITY OF SANTA PAULA • 970 VENTURA ST. • SANTA PAULA, CA 93060 • (805) 933-4201 • www.spcity.org

PLEASE PRINT CLEARLY (POR FAVOR IMPRIME CLARAMENTE)

PART 1 – ELIGIBILITY (ELIGIBILIDAD)

An organization is eligible to apply if they:

1. Provide services to Santa Paula residents **and**
2. Possess 501(c)(3) designation from the Internal Revenue Service **and**
3. Are in good standing as a nonprofit by the State of California.

Una organización es elegible para aplicar si:

1. Proporcionan servicios a los residentes de Santa Paula **y**
2. Poseen la designación 501(c)(3) del Servicio de Impuestos Internos **y**
3. Están en buen estado como una organización sin fines de lucro por el Estado de California.

Part 2 - NONPROFIT INFORMATION (INFORMACIÓN SOBRE LA ORGANIZACIÓN)

Full Nonprofit/Organization Name: Food Share

(Nombre de la organización)

Street Address: 4156 Southbank Rd., Oxnard, CA 93036

(Dirección de la calle)

Phone #: 805-983-7100

(Número de teléfono)

Email: kpollard@foodshare.com

(Correo electrónico)

Website: www.foodshare.com

(Página web)

Tax ID (EIN) Number: 77-0018162

(Número de identificación fiscal (EIN))

Executive Director (Director Ejecutivo)

Name: Monica White

(Nombre)

Title: President & CEO

(Título)

Phone #: 805-983-7100 x111

(Número de teléfono)

Email: mwhite@foodshare.com

(Correo electrónico)

Program Contact (Contacto del programa)

Name: Kristy Pollard

(Nombre)

Title: Grants Manager

(Título)

Phone #: 805-983-7100 x115

(Número de teléfono)

Email: kpollard@foodshare.com

(Correo electrónico)

PART 3 - ITEMS TO BE SUBMITTED (ELEMENTOS A PRESENTAR)

1. How many employees does this organization have? 34

(¿Cuántos empleados tiene esta organización?)

2. What is the grant amount you are requesting? (Up to \$50,000.00) \$50,000

(¿Cuál es el importe de la subvención que solicita? (Hasta 50.00000 dólares))

3. Organization budget size: Please provide a copy of your last budget.

(Tamaño del presupuesto de la organización: Proporcione una copia de su último presupuesto.)

Document attached? X YES / SÍ ☐ NO

(¿Se adjunta el documento?)

Describe the organization's history, mission, and goals. (Max. 250 words)

(Describe la historia, la misión y los objetivos de la organización. (máx. 250 palabras))

What started in a two-car garage in Ventura during 1978, has now become Food Share, Ventura County's regional food bank with over 44 years of continuous operation feeding those in need in our community. Food Share strives to alleviate hunger and serious food insecurity in Ventura County by gleaning, storing and distributing surplus donated food and related commodities to certified charitable agencies involved in feeding the needy. Our mission: Food Share is dedicated to leading the fight against hunger in Ventura County.

The food bank has long-standing support from the community in terms of volunteerism and funding and continues to grow support from broad and diverse stakeholders. Food Share, a member of Feeding America, provided food to over 190,000 people last year through its countywide network of partner agencies and through direct-feed programs equating to twelve million pounds of food. This is up from just 30,000 pounds just twelve years ago. The food bank continues its dedicated commitment to serve those in need throughout the county, who suffer from food insecurity and malnutrition.

Through local and national disasters, the food bank has also shown great strength, compassion and collaboration. In recent years, Food Share has stoically responded with support and food supplies for victims and rescue workers during wildfires and mudslides. Food Share continues to receive disaster response training and works with local disaster response agencies to ensure preparedness in the event of such catastrophe again.

Through the COVID-19 pandemic, Food Share had to pivot and re-think its usual mode of distributions. While pre-pandemic a majority of food was distributed through its pantry agencies, changes had to be made. The agencies, many of whom are run by volunteers, did not have the manpower or the capacity to accommodate the huge increases in demand for food assistance. So Food Share gave capacity enhancement grants to some agencies to booster ability to serve more people, as well as implemented drive-through, pop-up pantries to meet the food needs of the community. With thousands more residents economically impacted by the pandemic, Food Share had to find ways to serve them in a safe manner for them, our volunteers and staff.

Identify and describe how your organization was impacted by the COVID-19 public health crisis and/or describe what services your organization provided to the residents of Santa Paula during the COVID-19 public health crisis. (Max. 250 words) (Identifique y describa cómo su organización se vio afectada por la crisis de salud pública COVID-19 y/o describa qué servicios prestó su organización a los residentes de Santa Paula durante la crisis de salud pública COVID-19. (Máximo 250 palabras))

Two years ago, Food Share was ramping up operations and had no idea what was about to come our way. Due to the COVID-19 pandemic, the demand for food assistance has skyrocketed. The recently unemployed, which jumped to 13.5% in our community, began facing an immediate need for food due to job loss, work furlough and reduced hours. To further compound the issue, over shopping and stock piling of groceries disrupted the food chain system, decreasing the amount of food available for Food Share to rescue. In addition, our food bank's older and more vulnerable hunger-relief volunteers have been sheltering in place, forcing over a quarter of our 190 pantry partners to suspend distribution and volunteer availability decreased.

In order to meet the increased demand for assistance plus alleviate the stress on the remaining network of pantries, the food bank implemented daily "Pop-up Pantries" which operate as drive-thru, no-contact food pantries throughout the county, including Santa Paula. Thousands of emergency food boxes have been packed by the Air National Guard who helped at Food Share through 2021. These boxes contain a week's worth of purchased food including tuna, peanut butter, pasta, canned goods, milk, cereal and other nutritious items. Each family also received fresh produce and other items.

Food Share has increased our food purchase budget from \$50k/month to \$300k/month in order to purchase the hundreds of truckloads of additional food to fill the emergency food boxes and provide necessary staples for our pantry network. Last year in Santa Paula alone, Food Share provided:

- 2,328,287 lbs of nutritious food, the equivalent of 1,940,239 meals to the Santa Paula community
- The value of that food distributed totals \$6,565,769.
- Over 37,600 emergency food boxes were distributed
- 13,417 people served
- Provided food to 11 pantries in Santa Paula, including agencies like Spirit of Santa Paula, LUCHA, Valley Community Foursquare church pantry, Cabrillo Economic Development housing site, and others.

Food Share and its pantries are still experiencing increased demand for food assistance. While we don't know how long the affects of the pandemic will last, the food bank knows that it will be there for the long-haul, supplying nutritious food to low-income residents, the food insecure of our community.

Project(s) Summary (Max. 250 words) (Resumen del proyecto(s) (máx. 250 palabras))

Provide a general description of your project(s) and how the funds received would specifically impact the Santa Paula community or our residents. Be sure to include how many Santa Paula residents you anticipate the funds impacting.

(Proporcione una descripción general de su(s) proyecto(s) y cómo los fondos recibidos impactarían específicamente a la comunidad de Santa Paula o a nuestros residentes. Asegúrese de incluir el número de residentes de Santa Paula que usted anticipa que los fondos impactarán.)

Food Share intends to utilize funds for food and transportation to approximately 10,000 residents. The food bank can use its purchase power to secure nutritious food which is either provided to its Santa Paula partners for distribution or distributed directly from Food Share to Santa Paula community members. Food is sourced from wholesale vendors work largely with other hunger relief organizations. At times, Food Share can make a shared-buy with neighboring food banks to share truckloads and reduce cost. Over the course of the year, Food Share will distribute protein rich foods, fresh produce, high nutrient dairy products, like milk and eggs and much more. In addition, the food bank has begun sourcing food for specialized, vulnerable populations, such as un-housed persons and farmworkers. Appropriate foods will be purchased to meet the various needs of the community that we both serve.

Foods are distributed in a number of ways.

1. Pallets of food could be sent directly to pantry partners
2. Food is available at Food Share warehouses for agency partners to pick-up specific needed items. These are used for pantry distributions or for congregate meals.
3. Food could be pre-boxes or pre-bagged by Food Share volunteers for distribution.

Please share how you will measure the impacts of your project(s). (Max. 250 words) (Por favor, comparte cómo va a medir los impactos de su(s) proyecto(s). (máx. 250 palabras))

Food Share utilizes inventory and client-tracking software to track progress and evaluate success. These tools, in addition to ongoing program evaluations by Program Manager, Caitlin Barringer, will be used to share with the City of Santa Paula, the food bank's successes and challenges throughout the grant term.

The inventory system used to track food distribution is Primarius and is utilized by dozens of food banks across the nation in the Feeding America network. This system allows the food bank to see where and how food comes in and out of the food bank. In addition, the food bank uses a client intake system, so Food Share knows who it is serving and the frequency of food assistance. These tools help the food bank evaluate increased food access.

In the coming months, Food Share will also begin a hunger needs assessment in our county to determine whether there are food deserts or other challenges in residents ability to access food. This could bring about new distribution sites in Santa Paula to add to our comprehensive hunger alleviation work in the city.

SIGNATURE (FIRMA)

Applicant Signature: <i>Kristy Pollard</i>	Date: 3/14/22
Print Full Name: Kristy Pollard	
Firma del solicitante:	Fecha:
Escribe el nombre completo:	

To submit your application, please send this application and all required documents to:
Jonathan Royas, Program Administrator
jroyas@spcity.org

Para presentar su solicitud, envíe esta solicitud y todos los documentos requeridos a:
Jonathan Royas, Administrador del Programa
jroyas@spcity.org

Nonprofit Emergency Relief Fund Grant Application	<i>*FOR OFFICE USE ONLY (SÓLO PARA USO DE OFICINA)</i> DATE SUBMITTED: _____ REC BY: _____
CITY OF SANTA PAULA 970 VENTURA ST. SANTA PAULA, CA 93060 (805) 933-4201 www.spcity.org	

**PLEASE PRINT CLEARLY
(POR FAVOR IMPRIME CLARAMENTE)**

PART 1 – ELIGIBILITY (ELIGIBILIDAD)	
An organization is eligible to apply if they: 1. Provide services to Santa Paula residents and 2. Possess 501(c)(3) designation from the Internal Revenue Service and 3. Are in good standing as a nonprofit by the State of California.	
Una organización es elegible para aplicar si: 1. Proporcionan servicios a los residentes de Santa Paula y 2. Poseen la designación 501(c)(3) del Servicio de Impuestos Internos y 3. Están en buen estado como una organización sin fines de lucro por el Estado de California.	
Part 2 - NONPROFIT INFORMATION (INFORMACIÓN SOBRE LA ORGANIZACIÓN)	
Full Nonprofit/Organization Name: Santa Paula Latino Town Hall (Nombre de la organización)	
Street Address: P.O. Box 128, Santa Paula, CA. 93061 (Dirección de la calle)	
Phone #:8056658611 (Número de teléfono)	Email:splthcommunications@gmail.com (Correo electrónico)
Website: https://www.sp-lth.org/ (Página web)	
Tax ID (EIN) Number: 77-0521690 (Número de identificación fiscal (EIN))	
Executive Director (Director Ejecutivo)	
Name: Cynthia Salas (Nombre)	Title: President (Título)
Phone #:805-665-8611 (Número de teléfono)	Email:splthcommunications@gmail.com (Correo electrónico)
Program Contact (Contacto del programa)	
Name: (Nombre)	Title: (Título)
Phone #: (Número de teléfono)	Email: (Correo electrónico)

PART 3 - ITEMS TO BE SUBMITTED (ELEMENTOS A PRESENTAR)

1. How many employees does this organization have? All members are volunteers and one contracted vendor for book keeping purposes.

(¿Cuántos empleados tiene esta organización?)

2. What is the grant amount you are requesting? (Up to \$50,000.00)

(¿Cuál es el importe de la subvención que solicita? (Hasta 50.00000 dólares)) , \$50,000.00

3. Organization budget size: Please provide a copy of your last budget.

(Tamaño del presupuesto de la organización: Proporcione una copia de su último presupuesto.)

Document attached? YES / SÍ NO

(¿Se adjunta el documento?)

Describe the organization's history, mission, and goals. (Max. 250 words)

(Describe la historia, la misión y los objetivos de la organización. (máx. 250 palabras))

Santa Paula Latino Town Hall is a nonprofit organization dedicated to working to educate, promote, mobilize, cultivate, and raise the level of social awareness, interest and concern for the issues affecting the Latino Community in Santa Paula. Through the efforts of Santa Paula Latino Town Hall and partnering institutions, our mission is to help:

***expand educational and economic opportunities for undeserved populations**

***reduce and eventually eliminate poverty, crime, racial**

***tension and prejudices, and discrimination in any form (racial, economic, etc)**

In order to achieve its mission, the strategic focus of Santa Paula Latin Town Hall is on:

Educating and informing the community through programs that address issues of importance to the Latino community to advocate, educate, and mobilize

Building partnerships with and between other organizations to create synergy in addressing issues affecting the Latino community

Developing and implementing a youth empowerment initiative that builds leadership for the future

Increasing a diverse and active membership in Santa Paula Latino Town Hall

Please visit our website: <https://www.sp-lth.org/about-splth.html>

Identify and describe how your organization was impacted by the COVID-19 public health crisis and/or describe what services your organization provided to the residents of Santa Paula during the COVID-19 public health crisis. (Max. 250 words) (Identifique y describa cómo su organización se vio afectada por la crisis de salud pública COVID-19 y/o describa qué servicios prestó su organización a los residentes de Santa Paula durante la crisis de salud pública COVID-19. (Máximo 250 palabras))

The pandemic prevented our organization from our yearly fundraisers and activities that support community needs, scholarships, and student activities. Even though we had limited funds we were able to assist other non-profits in food distributions and vaccine information. Additionally, Latino Town Hall leadership partnered with county agencies to inform those most vulnerable on how to protect themselves from Covid-19. Specifically Latino Town Hall with Ventura County Public Health created a linguistic and culturally appropriate video using known trusted messengers to motive the community of Santa Paula to vaccinate.

Project(s) Summary (Max. 250 words) (Resumen del proyecto(s) (máx. 250 palabras))

Provide a general description of your project(s) and how the funds received would specifically

impact the Santa Paula community or our residents. Be sure to include how many Santa Paula residents you anticipate the funds impacting.

(Proporcione una descripción general de su(s) proyecto(s) y cómo los fondos recibidos impactarían específicamente a la comunidad de Santa Paula o a nuestros residentes. Asegúrese de incluir el número de residentes de Santa Paula que usted anticipa que los fondos impactarán.)

Our proposal intends to hire 20 college interns for a period of one year to work in the following three areas:

1. Reduce Health Disparities
2. Support Educational success within the K-22 areas
3. Civic Engagement

These efforts would positively impact the city of Santa Paula by improving health outcomes, close educational achievement gaps, and involve the community in local government through improved nonpartisan voter registration, and get out the vote in their neighborhoods. By connecting college interns to the city of Santa Paula there is a win-win opportunity for both the community, and the students who will learn about disparities, but also help organize neighborhoods in creating solutions. This project will empower students to assess the community through qualitative and quantitative methods to establish a baseline of our community needs.

The assessment would serve the entire city of Santa Paula, the outcomes will be determined by the number of participants in the city. We hope to reduce health disparities by referring 200 community members in need of mental health services.

Early Childhood Education Pilot Project-Student interns would support efforts to improve E.C.E efforts in the city of Santa Paula by hosting neighborhood meetings in city parks.

Civic Engagement Activities will include voter registration and get out the vote campaigns in lower voter registration and voting districts. Students would prepare presentations, social media, and in person house meetings.

Please share how you will measure the impacts of your project(s). (Max. 250 words) (Por favor, comparte cómo va a medir los impactos de su(s) proyecto(s). (máx. 250 palabras))

Student interns would supply a regular report to SPLTH leadership of their on going efforts and share their progress in reaching the project goals.

1. Reduce Mental Health Disparities -Student interns will aim to reach 200 referrals for mental health services by creating listening circles within community spaces in the City of Santa Paula.
2. Support Educational success within the K-22 areas-Student interns will aim to reach 300 families through community focus groups held at local community parks within the City of Santa Paula.
3. Civic Engagement-Student interns will look at County of Venture Election data to determine current registration and identify low voter registration neighborhoods in order to target and increase the registration of new voters by 10% .

SIGNATURE (FIRMA)

Applicant Signature:	Date:
Print Full Name:	
Firma del solicitante:	Fecha:
Escribe el nombre completo:	

To submit your application, please send this application and all required documents to:
Jonathan Royas, Program Administrator
jroyas@spcity.org

Para presentar su solicitud, envíe esta solicitud y todos los documentos requeridos a:
Jonathan Royas, Administrador del Programa
jroyas@spcity.org



Nonprofit Emergency Relief Fund Grant Application

*FOR OFFICE USE ONLY (SÓLO PARA USO DE OFICINA)

DATE SUBMITTED: _____

REC BY: _____

CITY OF SANTA PAULA • 970 VENTURA ST. • SANTA PAULA, CA 93060 • (805) 933-4201 • www.spcity.org

RINT CLEARLY (POR FAVOR IMPRIME CLARAMENTE)

PART 1 – ELIGIBILITY (ELIGIBILIDAD)

An organization is eligible to apply if they:

1. Provide services to Santa Paula residents **and**
2. Possess 501(c)(3) designation from the Internal Revenue Service **and**
3. Are in good standing as a nonprofit by the State of California.

Una organización es elegible para aplicar si:

1. Proporcionan servicios a los residentes de Santa Paula **y**
2. Poseen la designación 501(c)(3) del Servicio de Impuestos Internos **y**
3. Están en buen estado como una organización sin fines de lucro por el Estado de California.

Part 2 - NONPROFIT INFORMATION (INFORMACIÓN SOBRE LA ORGANIZACIÓN)

Full Nonprofit/Organization Name: **LUCHA/Poder Popular**

(Nombre de la organización)

Street Address: **113 North Mill Street Santa Paula, CA 93060**

(Dirección de la calle)

Phone #: **805.701.3423**

(Número de teléfono)

Email: **drgabino@gmail.com**

(Correo electrónico)

Website: **in development**

(Página web)

Tax ID (EIN) Number: **95-3400870**

(Número de identificación fiscal (EIN))

Executive Director (Director Ejecutivo)

Name: **Dr. Gabino Aguirre**

(Nombre)

Title: **LUCHA President**

(Título)

Phone #: **805-701-3423**

(Número de teléfono)

Email: **drgabino@gmail.com**

(Correo electrónico)

Program Contact (Contacto del programa)

Name: **Maria Jimenez**

(Nombre)

Title: **Project Coordinator**

(Título)

Phone #: **805-625-1212**

(Número de teléfono)

Email: **mjimenez1362@gmail.com**

(Correo electrónico)

PART 3 - ITEMS TO BE SUBMITTED (ELEMENTOS A PRESENTAR)

1. How many employees does this organization have? **One project coordinator, one office staff (plus 20 promotoras/es and volunteers)**

(¿Cuántos empleados tiene esta organización?)

2. What is the grant amount you are requesting? **(Up to \$50,000.00) \$ 48,840**

(¿Cuál es el importe de la subvención que solicita? (Hasta 50.00000 dólares))

3. Organization budget size: Please provide a copy of your last budget.

(Tamaño del presupuesto de la organización: Proporcione una copia de su último presupuesto.)

Document attached? ☒ YES / SÍ ☐ NO

(¿Se adjunta el documento?)

Describe the organization's history, mission, and goals. (Max. 250 words)

(Describe la historia, la misión y los objetivos de la organización. (máx. 250 palabras))

Poder Popular began almost twenty years ago as an organization of primarily immigrant women from Mexico and Central America. Its mission is to organize and sustain a powerful voice to ensure that all individuals can influence local and regional decisions that affect the health, safety and well-being of local residents. LUCHA has been the fiscal sponsor for this organization since 2017.

LUCHA/Poder Popular provides a variety of services to our community serving 300-500 residents each week. These include food distribution, micro-enterprise opportunities and literacy and basic education classes through the Mexican Consulate. Services also include workshops in community leadership development, immigration, pesticides and labor rights and an annual regional soccer tournament, "Copa Poder Popular". We also have annual cultural and community strengthening events including Las Posadas, El Dia de Reyes, El Dia Internacional de la Mujer and El Dia Internacional del Niño just to name a few.

Historically, Poder Popular has been an all-volunteer organization sustaining itself through donations, yard sales, swap meets and micro-enterprise ventures selling arts, crafts, and jewelry made by volunteers. We were a partner with the County on the Census 2020 campaign as part of the SPCounts coalition. Currently, Poder Popular is totally immersed in combatting the pandemic and keeping our community safe. Through a few small grants, they have organized and trained 24 *promotoras* and *promotores* (community health workers) that are involved in a variety of critical outreach activities in Santa Paula, Fillmore/Piru and the unincorporated areas of the Santa Clara River Valley. Statistics for our outreach campaign since 8/1/2021 through 1/31/2022

- Community Canvassing Activities = 66 reaching 27,265 persons
- Outreach events/meetings = 75 reaching 17,072
- Flyer drop-offs = 113 distributed 23,947 flyers
- Door-to-door canvassing = reached 6,578
- Vaccine appointment referrals = 342

Identify and describe how your organization was impacted by the COVID-19 public health crisis and/or describe what services your organization provided to the residents of Santa Paula during the COVID-19 public health crisis. (Max. 250 words) (Identifique y describa cómo su organización se vio afectada por la crisis de salud pública COVID-19 y/o describa qué servicios prestó su organización a los residentes de Santa Paula durante la crisis de salud pública COVID-19. (Máximo 250 palabras))

Similar to other organizations, Poder Popular was heavily impacted by COVID-19. The pandemic seriously hampered our ability to continue providing valuable community services as we had to close our doors given the safety protocols issued by CDC, the state and local health authorities. It was during this time that we realized the high levels of inequity especially in regards to essential workers. The urgency of this situation led us to train a cadre of promotoras/es in promoting and maintaining safe practices by individuals, families and the general community. We joined county efforts organized by the VC Community Foundation and the County of Ventura which allowed us to expand our range of services to include food distribution, diapers and clothing distribution, provision of personal protective equipment, community workshops and trainings about the pandemic and access to testing and available vaccines. Outreach included community and door-to-door canvassing, flyer drop-offs, telephone outreach and information dissemination via food distribution and community events. Additionally, we continue with our "Plaza Comunitaria" which is a literacy and basic education program in collaboration with the Mexican Consulate and the Secretary of Education in Mexico City. We also provide COVID-19 information on support services through our social media platforms. All together, we provide assistance to over 500 individuals and families every week.

Project(s) Summary (Max. 250 words) (Resumen del proyecto(s) (máx. 250 palabras))

Provide a general description of your project(s) and how the funds received would specifically impact the Santa Paula community or our residents. Be sure to include how many Santa Paula residents you anticipate the funds impacting.

(Proporcione una descripción general de su(s) proyecto(s) y cómo los fondos recibidos impactarían específicamente a la comunidad de Santa Paula o a nuestros residentes. Asegúrese de incluir el número de residentes de Santa Paula que usted anticipa que los fondos impactarán.)

This fund request will allow the continuance of all the above-mentioned services. This is critical given the high number of cases for local essential workers, the need for increased testing and vaccination access for the general community but especially for young children over five years of age. We expect to provide services as follows:

- food distribution: 300 to 400 families weekly
- diaper distribution: 30-40 families weekly
- rental assistance: 10-20 families weekly
- utility assistance: 20-25 families weekly
- cultural events (5 annual community events): 150-200 participants per event
- literacy and basic education classes: three classes weekly serving 6-10 individuals per session
- community leadership workshops: 15-20 participants per month
- walk-ins to the office for other services: 50-60 per week

Funding will be used for the following expenditures:

- stipend for a coordinator (12 hours/week x \$25/hour x 50 weeks ===== \$15,000)
- stipend for office assistance (8 hours/week x \$15 x 50 weeks ===== \$ 6,000)
- stipend for four promotoras/es for outreach (4 x 5 hours/week x \$15 x 50 weeks = \$15,000)
- facilities costs for rent/utilities (\$700/mo x 12 months ===== \$ 8,400)
- Sub-total ===== \$ 44,400)
- Indirect Costs @10% ===== \$ 4,440)

TOTAL FUNDING REQUESTED ===== \$48,840

Project impact will be measured through a variety of methods. Quantitative data collection will include outreach statistics using an Excel spreadsheet that includes type of outreach, number of activities, total number reached, number of individuals assisted through food distribution, rental and utility assistance and number of walk-ins for other services. All of these persons and families will be provided COVID-19 information including testing and vaccine sites, dates and schedules. A monthly survey will be conducted to collect impact information and suggestions for improvement. Office workers including project coordinator, promotoras and volunteers will evaluate project impacts at regularly scheduled staff meetings.

Qualitatively, three quarterly focus groups will be held that will focus on the following evaluation questions:

1. To what extent are service recipients acting on the information received?
2. To what extent have the outreach strategies reached the intended audiences?
3. What factors have impeded or facilitated the use of this information?
4. What lessons have been learned?
5. What external factors have influenced the implementation and outcomes of outreach efforts?
6. What are the core elements of best practices for maximizing impacts?

The results from these quantitative and qualitative data will inform the ongoing implementation of this project and determine the value being provided to the community. A final report will be submitted to the City of Santa Paula at the end of the grant period.

SIGNATURE (FIRMA)	
Applicant Signature: <i>Dr. Gabino Aguirre</i>	Date: <i>3/8/22</i>
Print Full Name: <i>Gabino Aguirre, PhD.</i>	
Firma del solicitante:	Fecha:
Escribe el nombre completo:	



Nonprofit Emergency Relief Fund Grant Application

*FOR OFFICE USE ONLY (SÓLO PARA USO DE OFICINA)

DATE SUBMITTED: _____

REC BY: _____

CITY OF SANTA PAULA • 970 VENTURA ST. • SANTA PAULA, CA 93060 • (805) 933-4201 • www.spcity.org

PLEASE PRINT CLEARLY (POR FAVOR IMPRIME CLARAMENTE)

PART 1 – ELIGIBILITY (ELIGIBILIDAD)

An organization is eligible to apply if they:

1. Provide services to Santa Paula residents **and**
2. Possess 501(c)(3) designation from the Internal Revenue Service **and**
3. Are in good standing as a nonprofit by the State of California.

Una organización es elegible para aplicar si:

1. Proporcionan servicios a los residentes de Santa Paula **y**
2. Poseen la designación 501(c)(3) del Servicio de Impuestos Internos **y**
3. Están en buen estado como una organización sin fines de lucro por el Estado de California.

Part 2 - NONPROFIT INFORMATION (INFORMACIÓN SOBRE LA ORGANIZACIÓN)

Full Nonprofit/Organization Name: Promotoras y Promotores Foundation y

(Nombre de la organización)

Street Address: 112 S Mill St mailing address: PO BOX 444 Santa Paula, Ca 93060

(Dirección de la calle)

Phone #: 818-427-5444

(Número de teléfono)

Email: maria.ryan@sbcglobal.net

(Correo electrónico)

Website:

(Página web)

Tax ID (EIN) Number: 42-1618670

(Número de identificación fiscal (EIN))

Executive Director (Director Ejecutivo)

Name: Maria-Felix Ryan

(Nombre)

Title: Executive Director

(Título)

Phone #: 818-427-5444

(Número de teléfono)

Email: maria.ryan@sbcglobal.net

(Correo electrónico)

Program Contact (Contacto del programa)

Name: Sandra Reynoso

(Nombre)

Title: Program Assistant

(Título)

Phone #: 805-873-4194

(Número de teléfono)

Email: sandramonotoya27@yahoo.com

(Correo electrónico)

PART 3 - ITEMS TO BE SUBMITTED (ELEMENTOS A PRESENTAR)

1. How many employees does this organization have? 11

(¿Cuántos empleados tiene esta organización?)

2. What is the grant amount you are requesting? (Up to \$50,000.00) \$25000

(¿Cuál es el importe de la subvención que solicita? (Hasta 50.00000 dólares))

3. Organization budget size: Please provide a copy of your last budget.

(Tamaño del presupuesto de la organización: Proporcione una copia de su último presupuesto.)

Document attached? ☒ X YES / SÍ ☐ NO

(¿Se adjunta el documento?)

Promotoras y Promotores Foundation (PyPF) was established in 2000 and became a 501C-3 in 2004. Since inception Promotoras have been aiding Latinos in Ventura County. They educate, advocate, create programs and most of all provide emotional support.

Our motto is “We come to the community the community does not come to us!” which falls in line with our mission to identify individuals and families in their own communities who have health needs and link them with accessible, culturally appropriate, and linguistically competent health services to improve their quality of life through education, preventive health care and community action.

Over the years the organization has received grants to educate on different health topics, encourage men and women to obtain health checks, vaccinate during epidemics of H1N1, HPV, Covid-19, and conduct health fairs, conferences, and emotional support activities in the community.

Promotoras are very active and understand their community and culture therefore can assist community members to obtain community services. They assist with internet access, enrolling in programs such as Covered California, Medicare, Medical, rent applications and more. They provide emotional support with existing mental health outreach, education programs and support groups. They assist with enrolling persons to therapeutic mental health services or find a medical home.

Identify and describe how your organization was impacted by the COVID-19 public health crisis and/or describe what services your organization provided to the residents of Santa Paula during the COVID-19 public health crisis. (Max. 250 words) (Identifique y describa cómo su organización se vio afectada por la crisis de salud pública COVID-19 y/o describa qué servicios prestó su organización a los residentes de Santa Paula durante la crisis de salud pública COVID-19. (Máximo 250 palabras))

PyPF has been funded to provide emotional support, education, and outreach to persons in the Santa Clara Valley since 2012 on mental health services. They were able to provide these services in support groups, one-on-one, and outreach by conducting presentations at schools, churches, businesses and community stores, laundry mats, etc. PyPF like many other businesses did not have access to conduct the services when Covid in place was enacted.

Covid hindered the Promotoras from conducting the services for a bit, but it didn't take long to figure out how to continue to provide emotional support. They moved forward as others did with creating new ways to conduct outreach. They made phone calls to participants to continue emotional support and very rarely met in person. They new the needs of the persons that participated in the support groups and maintained ongoing sessions as needed.

Conducting outreach was difficult but word of mouth and knowledge of our program, persons were contacted and assisted by the Promotora. With the connections that they created throughout the years, they were able to guide persons to food distribution centers, Covid-19 testing sites, assist with teaching persons on how to access applications on their phones or internet for Covid-19 financial assistance and most of all peace of mind for many by learning how to manage the stress during the pandemic. The stress, depression and anxiety continue

to date due to the loss of family members, jobs, residency, and fear of still catching covid.

Provide a general description of your project(s) and how the funds received would specifically impact the Santa Paula community or our residents. Be sure to include how many Santa Paula residents you anticipate the funds impacting.

(Proporcione una descripción general de su(s) proyecto(s) y cómo los fondos recibidos impactarían específicamente a la comunidad de Santa Paula o a nuestros residentes. Asegúrese de incluir el número de residentes de Santa Paula que usted anticipa que los fondos impactarán.)

PYPF is presenting a program that will provide community with education on how to manage their stress, anxiety and assist with identifying persons that need mental health services. Promotoras have been educated by a LCSW to understand persons emotional needs and how to listen, which is very important to this project because they will be able to answer questions during class sessions.

Through the grant funds community members will learn how to manage their lives better with these lessons which the Promotoras conduct in their support group sessions:

- 1. SODA: Process in which a person analyzes their Situation, document their Options to resolve their situation, Discuss the options and take Action.**
- 2. Connect with their feelings-learn how to communicate with those around them and understand their feelings and determine if they or a family member needs someone to talk too.**
- 3. Open their minds by discussing how they can identify other mental health illnesses with La Clave proven evidence-based program. Pre-post questionnaire.**
- 4. Use of exercise, meditation and breathing exercises which are proven forms of body relaxing and brain receiving more oxygen to think clearly and release endorphins.**

The sessions would be four weeks, one hour each at PyPF office or selected locations within Santa Paula with a minimum of 10 persons attendee. A minimum of 120 to 200 persons

would be impacted and would lead better lives. The Promotoras feel that the group sessions are successful and conducting class sessions will be very productive for the community.

Please share how you will measure the impacts of your project(s). (Max. 250 words) (Por favor, comparte cómo va a medir los impactos de su(s) proyecto(s). (máx. 250 palabras))

Project impact will be measured by post and pre-post questionnaire created for this program. In addition, if referrals are made to other agencies these will be reported.

SIGNATURE (FIRMA)

Applicant Signature: <i>Maria-Felix Ryan</i>	Date: 03/14/2022
Print Full Name: Maria-Felix Ryan	
Firma del solicitante:	Fecha:
Escribe el nombre completo:	



Nonprofit Emergency Relief Fund Grant Application

*FOR OFFICE USE ONLY (SÓLO PARA USO DE OFICINA)

DATE SUBMITTED: _____

REC BY: _____

CITY OF SANTA PAULA • 970 VENTURA ST. • SANTA PAULA, CA 93060 • (805) 933-4201 • www.spcity.org

PLEASE PRINT CLEARLY (POR FAVOR IMPRIME CLARAMENTE)

PART 1 – ELIGIBILITY (ELIGIBILIDAD)

An organization is eligible to apply if they:

1. Provide services to Santa Paula residents **and**
2. Possess 501(c)(3) designation from the Internal Revenue Service **and**
3. Are in good standing as a nonprofit by the State of California.

Una organización es elegible para aplicar si:

1. Proporcionan servicios a los residentes de Santa Paula **y**
2. Poseen la designación 501(c)(3) del Servicio de Impuestos Internos **y**
3. Están en buen estado como una organización sin fines de lucro por el Estado de California.

Part 2 - NONPROFIT INFORMATION (INFORMACIÓN SOBRE LA ORGANIZACIÓN)

Full Nonprofit/Organization Name:

(Nombre de la organización)

Santa Clara Valley Hospice; The Home Support Group, Inc.

Street Address: 217 No 10th Street, Santa Paula, CA 93060

(Dirección de la calle)

Phone #: 805.525.1333

(Número de teléfono)

Email: Santaclaravalleyhospice@gmail.com

(Correo electrónico)

Website: Santaclaravalleyhospice.org

(Página web)

Tax ID (EIN) Number: 95-366-8475

(Número de identificación fiscal (EIN))

Executive Director (Director Ejecutivo)

Name: Susana Willeford

(Nombre)

Title: Executive Director

(Título)

Phone #: cell 805.216.2007 -- office 805.525-1333

(Número de teléfono)

Email: Santaclaravalleyhospice@gmail.com

(Correo electrónico)

Program Contact (Contacto del programa)

Name: Susana Willeford

(Nombre)

Title: Executive Director

(Título)

Phone #: 805.216.2007 or 805.525.1333

(Número de teléfono)

Email: Santaclaravalleyhospice@gmail.com

(Correo electrónico)

PART 3 - ITEMS TO BE SUBMITTED (ELEMENTOS A PRESENTAR)

1. How many employees does this organization have?

(¿Cuántos empleados tiene esta organización?)

4

2. What is the grant amount you are requesting? (Up to \$50,000.00)

(¿Cuál es el importe de la subvención que solicita? (Hasta 50.00000 dólares))

\$50,000.00

3. Organization budget size: Please provide a copy of your last budget.

(Tamaño del presupuesto de la organización: Proporcione una copia de su último presupuesto.)

Document attached? ☒ YES / SÍ

☐ NO

(¿Se adjunta el documento?)

Describe the organization's history, mission, and goals. (Max. 250 words)

(Describe la historia, la misión y los objetivos de la organización. (máx. 250 palabras))

Santa Clara Valley Hospice/ Home Support Group (SCVHHSP) provides vital services to individuals who are disabled, terminally ill, or are experiencing catastrophic medical conditions in the Santa Clara Valley communities of Saticoy, Santa Paula, Somis, Fillmore, and Piru. Furthermore, Hospice remains the only regional organization providing a variety of free support services to the general public in the Santa Clara River Valley facing life-limiting illnesses. 12.6% of Santa Paula's residents over age 65 – the highest percentage in Ventura County (American Community Survey 2014-2018) – live below the federal poverty line. That number has been growing since.

Hospice does its best to stem this unfortunate tide by assisting frail elderly through the efforts of an experienced staff and hundreds of dedicated, trained volunteers, the organization offers a lifeline of support, end-of-life connections for care, key equipment, nutritional supplements, diapers, and other items, non-emergency medical transportation and case management services to those in desperate need.

The goal of the SCVHHSG is to bring dignity to patients' lives and respite to families through compassionate assistance. By continuing to provide free medical equipment and supplies to those who are socially economically impacted. All services are provided at no cost to patients or their families. However, more must be done. Through innovative outreach, Hospice intends to rise to the challenge and meet the needs of the region's fast-growing elderly population.

Identify and describe how your organization was impacted by the COVID-19 public health crisis and/or describe what services your organization provided to the residents of Santa Paula during the COVID-19 public health crisis. (Max. 250 words) (Identifique y describa cómo su organización se vio afectada por la crisis de salud pública COVID-19 y/o describa qué servicios prestó su organización a los residentes de Santa Paula durante la crisis de salud pública COVID-19. (Máximo 250 palabras))

During the covid pandemic Hospice was impacted by a loss of income and donations and we had to cancel all our fundraising events that are meant to assist and serve our community. Hospice took precautions to stay safe and continued supporting our communities and continued providing services to the community by providing uninterrupted services. We quickly adjusted our work schedules and shifted to more online support services, including delivery service of medical equipment and supplies. Our doors remained opened to meet the demand of much needed medical equipment. More people were sick due to COIV which gave rise to the increase of supplies. We were able to lend close to 2000 pieces of durable medical equipment, and over 6000 incontinence products, such as pull-ups, chucks, and pads. We provided over one hundred services that included in-home support, caregiving, crisis counseling, and grief counseling. We also developed an online/zoom program to provide the training and counseling/peer support classes to help with caregiving and having lost a family member due to Covid. We were also able to meet special needs for equipment and supplies for our local hospital and senior care facilities. Overall, we served the needs of over 3000 clients.

Project(s) Summary (Max. 250 words) (Resumen del proyecto(s) (máx. 250 palabras))

Provide a general description of your project(s) and how the funds received would specifically impact the Santa Paula community or our residents. Be sure to include how many Santa Paula residents you anticipate the funds impacting.

(Proporcione una descripción general de su(s) proyecto(s) y cómo los fondos recibidos impactarían específicamente a la comunidad de Santa Paula o a nuestros residentes. Asegúrese de incluir el número de residentes de Santa Paula que usted anticipa que los fondos impactarán.)

With our Giving back to our community initiatives, hospice will continue to provide support services to persons with life-limiting illnesses and respite to caretakers. Bereavement services are also provided for the community at large free of charge. The demand for services to the low-income and middle-income uninsured has risen dramatically over the recent years. As a result, Hospice provides a very direct service serving over 3000 clients, to these substantial and growing population groups: Hospice is the only regional organization able to provide, free of charge, assistance with activities of daily living and free medical equipment and incontinence supplies.

Hospice will be able to continue operating our extensive medical equipment loan program, loaning essential medical and home health equipment at no cost to the patient. The agency manages an extensive inventory of essential items that includes wheelchairs, transport chairs, commodes, walkers, lift chairs, hospital beds, shower chairs, crutches, canes, and many more small items that can make a huge difference in a patient's life. We foresee that we will serve over 3000 clients this year. The number of clients we serve continues to grow as the financial need is greater.

Casework Home Visits and volunteer Flower Delivery will continue each week by trained volunteers to home-bound seniors in need who were identified by physicians, nurses, clergy, caregivers, and neighbors. In 2019-2020, these dedicated volunteers delivered more than 2,500 bunches of fresh flowers. Often the only person the patient may see for several days, volunteers develop a rapport and a sense of trust with people who are often isolated, ill, depressed, and in need of care but who do not know where to turn. Through this program, SCVHHS volunteers not only offer much-needed social contact, but they are also trained to identify life-threatening medical issues that report to the SCVHHS staff social worker who can then offer vital assistance and linkages to services.

We are also building on our inventory management program an online database with a list of our inventory. This program will also prepare hospice in case of a disaster and assist the community of Santa Paula by being an intricate part of the emergency/disaster response team in Santa Paula. This program is will also be designed to assist with client demographics and the aging community in need in case of a disaster.

A portion of the funds will also be used with greater communications outreach, Hospice will "arm" volunteers with newly designed bilingual brochures, fact sheets, and rotating English/ Spanish door hangers.

Please share how you will measure the impacts of your project(s). (Max. 250 words) (Por favor, comparte cómo va a medir los impactos de su(s) proyecto(s). (máx. 250 palabras))

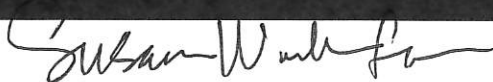
Funding would benefit Santa Paula, where Hospice is located, as well as the entire Santa Clara River Valley Corridor that Hospice serves – the cities of Fillmore, Piru, Somis, and East Ventura. These culturally diverse communities include a majority Latino Population: Santa Paula is 71.2% Hispanic and Fillmore is 66% Hispanic according to the U.S. Census Bureau.

The percentage of aging individuals in the Santa Clara River Valley Corridor who face life-limiting illnesses and, as members of the general public, can best use the support services only hospice offers free of charge, increases monthly. This may include assisting individuals with physical problems, those recently discharged from care facilities, and individuals with Alzheimer's. Just as importantly Hospice volunteers, through visitation, provide respite for caretakers who have been caring for loved family members and friends full-time. Furthermore, emergency rooms of Santa Paula Hospital & Ventura County hospitals including Ventura County Public Health Center, St. John's Regional Medical Center in Oxnard, Greenfield and Vista Cove Skilled Nursing and Convalescent homes, and orthopedic centers in the and area medical clinics regularly request free equipment lend-outs including wheelchairs, commodes, diapers, bed pads, walkers and much more from Hospice.

The non-profit Emergency Relief through the American Rescue Plan Dollars allocated by the City of Santa Paula will assist, by helping fund the Giving Back to our Community Campaign, and the Hospice bilingual communications initiative, to ensure that the families who can most greatly benefit from Hospice support will learn about the free benefits available to them. Sufficient numbers of new volunteers will be effectively trained in the most efficient manner as well, broadening Hospice outreach and ensuring adequate delivery of services. A portion of funds will mean that Hospice will not be able to increase its outreach to keep up with the unfortunately growing demand. Hospice greatly appreciates the cities gracious consideration of funding to support the communities in the Santa Clara River Valley.

SIGNATURE (FIRMA)

Applicant Signature:



Print Full Name: Susana Willeford

Date:

3-8-2022

Firma del solicitante:

Escribe el nombre completo:

Fecha:



Nonprofit Emergency Relief Fund Grant Application

*FOR OFFICE USE ONLY (SÓLO PARA USO DE OFICINA)

DATE SUBMITTED: _____

REC BY: _____

CITY OF SANTA PAULA • 970 VENTURA ST. • SANTA PAULA, CA 93060 • (805) 933-4201 • www.spcity.org

PLEASE PRINT CLEARLY (POR FAVOR IMPRIME CLARAMENTE)

PART 1 – ELIGIBILITY (ELIGIBILIDAD)

An organization is eligible to apply if they:

1. Provide services to Santa Paula residents **and**
2. Possess 501(c)(3) designation from the Internal Revenue Service **and**
3. Are in good standing as a nonprofit by the State of California.

Una organización es elegible para aplicar si:

1. Proporcionan servicios a los residentes de Santa Paula **y**
2. Poseen la designación 501(c)(3) del Servicio de Impuestos Internos **y**
3. Están en buen estado como una organización sin fines de lucro por el Estado de California.

Part 2 - NONPROFIT INFORMATION (INFORMACIÓN SOBRE LA ORGANIZACIÓN)

Full Nonprofit/Organization Name:

(Nombre de la organización) **SANTA PAULA ANIMAL RESCUE CENTER**

Street Address: **705 E Santa Barbara St., Santa Paula, CA 93060**

(Dirección de la calle)

Phone #: **805-525-8609**

(Número de teléfono)

Email: **info@santapaulaarc.org**

(Correo electrónico)

Website: **www.santapaulaarc.org**

(Página web)

Tax ID (EIN) Number: **45-4185395**

(Número de identificación fiscal (EIN))

Executive Director (Director Ejecutivo)

Name: **Lance Hunter**

(Nombre)

Title: **Director & CEO**

(Título)

Phone #: **805-525-8609**

(Número de teléfono)

Email: **lance@santapaulaarc.org**

(Correo electrónico)

Program Contact (Contacto del programa)

Name: **Kaja Gula-Thomas**

(Nombre)

Title: **Grants/Marketing/Fundraising**

(Título)

Phone #: **917-655-0545**

(Número de teléfono)

Email: **kaja@santapaulaarc.org**

(Correo electrónico)

PART 3 - ITEMS TO BE SUBMITTED (ELEMENTOS A PRESENTAR)

1. How many employees does this organization have? **25 (full & part time) plus volunteers**

(¿Cuántos empleados tiene esta organización?)

2. What is the grant amount you are requesting? **(Up to \$50,000.00) \$25,000**

(¿Cuál es el importe de la subvención que solicita? (Hasta 50.00000 dólares))

3. Organization budget size: Please provide a copy of your last budget.

(Tamaño del presupuesto de la organización: Proporcione una copia de su último presupuesto.)

Document attached? ☒ YES / SÍ ☐ NO

(¿Se adjunta el documento?)

Yes – Thank you!

Describe the organization's history, mission, and goals. (Max. 250 words)

(Describe la historia, la misión y los objetivos de la organización. (max. 250 palabras))

SPARC's mission is to provide the resources, progressive programs, and community education needed to rehabilitate and/or re-home the needy, abandoned, and stray animals of Santa Paula. SPARC was established in 2011 and is the first and only No-Kill animal shelter in Ventura County. It is a place where homeless animals are brought for humane care without risk of being killed for lack of space, injury, illness, or behavioral challenges. SPARC is actively partnering with the community to save lives through rescue/adoption/foster, education, and community programs. Through these services, SPARC is also reducing the risk of disease and injury among people and animals alike. Unwanted animals roaming the streets are often unaltered, unvaccinated, unhealthy, and uncared for. SPARC helps the Santa Paula community by rescuing, treating, and adopting out over 1100 animals every year and we hope to expand that even further. With increased funding opportunities, we hope to create more programs and become an even bigger community resource. We have instituted a No-Cost Spay/Neuter/Vaccine/Microchip clinic once a month for the Santa Paula community through a mobile unit, and hope to extend that to twice a month (at minimum). We hope to build a Low-Cost Veterinary Center at our shelter for the community. We are also developing a community dog training program, a TNR program for feral cats, (hopefully) an Emergency Relief program for the families of Santa Paula, and are trying to raise funds to improve our cages/kennels/infrastructure so that we can safely house more animals.

Identify and describe how your organization was impacted by the COVID-19 public health crisis and/or describe what services your organization provided to the residents of Santa Paula during the COVID-19 public health crisis. (Max. 250 words) (Identifique y describa cómo su organización se vio afectada por la crisis de salud pública COVID-19 y/o describa qué servicios prestó su organización a los residentes de Santa Paula durante la crisis de salud pública COVID-19. (Máximo 250 palabras))

As a 501(c)3 that relies on the generosity of our donors, SPARC has been heavily impacted by the COVID-19 public health crisis. Funding has been at an all-time low, employees keep getting sick, volunteers have been non-existent, and the animals still need our help. Families have been ravaged by this pandemic, and the animals often bear the brunt. Our shelter is often over capacity and has been operating at a deficit for over a year. We have had to rely on the generosity of an outside source to make payroll. However, even during these extremely challenging times, SPARC has never faltered. We continue to take in over 1100 animals every year, give them much needed medical treatment, get them spayed/neutered, vaccinate them, and adopt them into loving homes. No animal is euthanized at SPARC because of lack of space, illness, injury, or behavioral challenges. We don't make excuses, we help. SPARC has also established a pet food pantry to help those in need, and we try to help as many community members in any way that we can. We want to continue this work and be an even bigger resource for the community.

Project(s) Summary (Max. 250 words) (Resumen del proyecto(s) (max 250 palabras))

Provide a general description of your project(s) and how the funds received would specifically impact the Santa Paula community or our residents. Be sure to include how many Santa Paula residents you anticipate the funds impacting.

(Proporcione una descripción general de su(s) proyecto(s) y cómo los fondos recibidos impactarían específicamente a la comunidad de Santa Paula o a nuestros residentes. Asegúrese de incluir el número de residentes de Santa Paula que usted anticipa que los fondos impactarán.)

The entire country has suffered from the effects of the Covid pandemic, and the community of Santa Paula is no different. People have lost loved ones, lost jobs, lost childcare, lost their homes. As a result, pets are suffering as well. There isn't enough money for food, for veterinary bills, for flea/tick/worming treatment, for medication, for pet supplies. Families are forced to move and can't afford to take their pet because of additional application fees, security deposits, etc. SPARC would like to be a broader community resource to enable families to stay together, and to keep beloved pets in their homes. We would like to create and administer an "EMERGENCY RELIEF FUND" that community members would apply for when they can't afford a critical pet expense. 208 pets were surrendered to SPARC by their owners in 2021. Of those 208, at least 25% (52 pets with over 200 immediate family members) were surrendered due to medical issues that the owner could not pay for. Some examples include allergies that required special food, a mass that needed to be removed, ongoing diarrhea, and illnesses that required expensive medication. The number of "owner surrenders" is only increasing (jumped from 160 – 170 - 220 in the past 3 years). We want to make sure that families stay together, are happy and healthy, and beloved pets don't suffer and die. With this grant, we can help over 50 families per year. This help and goodwill then extends into the whole community.

Please share how you will measure the impacts of your project(s). (Max. 250 words) (Por favor, comparte cómo va a medir los impactos de su(s) proyecto(s). (max. 250 palabras))

SPARC will be able to directly measure the impact of the "EMERGENCY RELIEF FUND" through the number of families that apply for, and are helped through, this critical program. We receive calls almost every day from families who need help. Sometimes it's quite simple (pet needs special food, training, or medicine), sometimes it's urgent (pet was hit by a car, may have cancer, is jumping the fence because the fence is broken or they aren't spayed/neutered), and almost always, it can be fixed. If granted the funds, SPARC will create an application process, assign a SPARC caseworker, and let the community know that this vital resource is now available. Each case will be tracked and reported. We are confident that once everyone sees the impact of this program, we will be able to successfully fundraise to continue this program for years to come, and even expand upon it. Thank you for your consideration.

SIGNATURE (FIRMA)

Applicant Signature:



Date: 3/14/22

Print Full Name: Kaja Gula-Thomas

Firma del solicitante:

Fecha:

Escribe el nombre completo:



Nonprofit Emergency Relief Fund Grant Application

*FOR OFFICE USE ONLY (SÓLO PARA USO DE OFICINA)

DATE SUBMITTED: _____

REC BY: _____

CITY OF SANTA PAULA • 970 VENTURA ST. • SANTA PAULA, CA 93060 • (805) 933-4201 • www.spcity.org

PLEASE PRINT CLEARLY (POR FAVOR IMPRIME CLARAMENTE)

PART 1 – ELIGIBILITY (ELIGIBILIDAD)

An organization is eligible to apply if they:

1. Provide services to Santa Paula residents **and**
2. Possess 501(c)(3) designation from the Internal Revenue Service **and**
3. Are in good standing as a nonprofit by the State of California.

Una organización es elegible para aplicar si:

1. Proporcionan servicios a los residentes de Santa Paula **y**
2. Poseen la designación 501(c)(3) del Servicio de Impuestos Internos **y**
3. Están en buen estado como una organización sin fines de lucro por el Estado de California.

Part 2 - NONPROFIT INFORMATION (INFORMACIÓN SOBRE LA ORGANIZACIÓN)

Full Nonprofit/Organization Name: SPIRIT of Santa Paula

(Nombre de la organización)

Street Address: 1498 E. Harvard Blvd., Santa Paula, CA 93060

(Dirección de la calle)

Phone #: 805-340-5025

(Número de teléfono)

Email: Kay@Spiritsp.org

(Correo electrónico)

Website: www.SpiritOfSantaPaula.org

(Página web)

Tax ID (EIN) Number: 27-0005506

(Número de identificación fiscal (EIN))

Executive Director (Director Ejecutivo)

Name: Kay Wilson-Bolton

(Nombre)

Title: President/CEO

(Título)

Phone #: 805-340-5025

(Número de teléfono)

Email: Kay@spiritsp.org

(Correo electrónico)

Program Contact (Contacto del programa)

Name: Kay Wilson-Bolton

(Nombre)

Title: President/CEO

(Título)

Phone #: 805-340-5025

(Número de teléfono)

Email: Kay@spiritsp.org

(Correo electrónico)

PART 3 - ITEMS TO BE SUBMITTED (ELEMENTOS A PRESENTAR)

1. How many employees does this organization have? 13 Employees

(¿Cuántos empleados tiene esta organización?)

2. What is the grant amount you are requesting? (Up to \$50,000.00) \$50,000

(¿Cuál es el importe de la subvención que solicita? (Hasta 50.00000 dólares))

3. Organization budget size: Please provide a copy of your last budget.

(Tamaño del presupuesto de la organización: Proporcione una copia de su último presupuesto.)

Document attached? ☒ YES / SÍ

☐ NO

(¿Se adjunta el documento?)

Describe the organization's history, mission, and goals. (Max. 250 words)

(Describe la historia, la misión y los objetivos de la organización. (máx. 250 palabras))

Every day, we come alongside so many who are searching for a way to emerge out the depths of despair into a life of hope for the future. SPIRIT's Mission is to respond to the suffering of our neighbors, to prevent and end homelessness in the Santa Clara River Valley.

Spirit's first goal is to serve our Homeless by providing them with shelter, three healthy meals a day, and connecting them to benefits and health services, reuniting them with family.

We serve our unsheltered Homeless every day with meals, sanitary facilities, Friday showers and connecting them to benefits and health services.

We serve our struggling Community who are food insecure or may be at risk of losing their housing by providing two huge weekly Food Pantries to supplement their grocery budget and through Rental and Utility Assistance.

In 2002, SPIRIT of Santa Paula started when a group of six local business people meeting for Bible study wanted to help Santa Paula heal from a deep ethnic divide. Since 2008, SPIRIT has provided meals, counseling, and winter warming shelters for Santa Paula's homeless population in several locations in Downtown Santa Paula. Our leadership is a strong, diverse Board of Directors and a devoted, tireless Founder and CEO, Kay Wilson-Bolton. 2020 took us beyond our wildest dreams. One of our beloved benefactors donated a good, solid building on the outskirts of Santa Paula for our use as a Year-Round Emergency Shelter and Food Rescue facility just as COVID shut everything down.

Identify and describe how your organization was impacted by the COVID-19 public health crisis and/or describe what services your organization provided to the residents of Santa Paula during the COVID-19 public health crisis. (Max. 250 words) (Identifique y describa cómo su organización se vio afectada por la crisis de salud pública COVID-19 y/o describa qué servicios prestó su organización a los residentes de Santa Paula durante la crisis de salud pública COVID-19. (Máximo 250 palabras))

COVID-19 is why Spirit's Year-Round Emergency Homeless Shelter opened in March 2020. We had planned for a Year-Round Shelter for the future but with the advent of COVID, we could not leave our people out in the cold and rain, at risk of possible infection. This sudden change of events caused many new challenges.

We had to provide two quarantine facilities for our potential Shelter residents, plus COVID-testing protocol, Shelter shower pod, protocols for hand washing, taking of temperatures, admittance to the Shelter building, outdoor sanitary facilities, and to-go meals for non-residents. Our County Public Health nurses and doctors came to our aid as many of our staff and residents became ill. It became a time of bonding and gratefulness for staff and residents.

Similar requirements were set in place for our Food Pantries and Food Share donation trips. Thousands of our Community found themselves without enough food to feed their families, many lost jobs, some became sick, and some died. We never missed our twice weekly Food Pantries. We gained new friends who needed help with Rental and Utility Assistance, so they too did not become Homeless. We have continued our Food Rescuing so we can continue our Food Pantries and feeding our Homeless thanks to State of CA, CalRecycle.

Our local services continued at One Stop Shower and Health Care for our unsheltered Homeless every Friday, 9am to noon. Unsheltered Homeless Laundry services at a local Laundromat have continued throughout the pandemic every Friday, 7:30am to 9am.

Project(s) Summary (Max. 250 words) (Resumen del proyecto(s) (máx. 250 palabras))

Provide a general description of your project(s) and how the funds received would specifically impact the Santa Paula community or our residents. Be sure to include how many Santa Paula residents you anticipate the funds impacting.

(Proporcione una descripción general de su(s) proyecto(s) y cómo los fondos recibidos impactarían específicamente a la comunidad de Santa Paula o a nuestros residentes. Asegúrese de incluir el número de residente)

Overseeing the safety of SPIRIT's Harvard Homeless Shelter residents every day is one of our greatest challenges. The Shelter requires 24/7/365 monitoring of our residents for their protection as well as their sometimes-questionable activity. During daytime Shelter hours, our trained professional staff watches over our Homeless residents. Because some of our residents have past or current criminal backgrounds, some of their past "associates" come on our property to harass our residents, particularly in the evening and night-time hours.

A month ago, we hired uniformed professional Security Guards, for our night-time shift, 9pm to 6am, one inside the Shelter and one outside. We also installed additional security cameras for safety monitoring. All camera images are viewable "live" in the Shelter and off-site by our Executive Director and two of our managerial staff 24/7/365.

Night-time Security Guards are a necessary overhead cost for us. We hope these services are also relieving some of time impacted by our SPPD, local ambulance service and Emergency services at our local hospital when emergencies arise.

These security services give our 13 staff and 40 to 49 residents the assurance they are protected, and our greater Community will know the Shelter is professionally covered. The cost per month is \$12,000 for two full time guards. Your Grant Award for \$50,000 will cover 4 months of services. During those 4 months, we will work to raise additional funds for future security services.

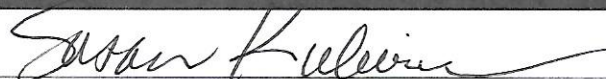
The measurement of impact for security services are significant to our Shelter operations. Having trained night-time Security Guards has already relieved pressures and concerns for our day-time staff. It has also helped our residents understand our concerns for their safety and behavior, so they realize they don't have to worry about uninvited people on the Shelter property. Our residents also realize we are serious about no drugs or alcohol on site or in their possession. The Security Guards conduct periodic inspections inside and outside the building including residents' personal belongings. Residents are given drug tests as their behavior deems necessary and are written up for offenses. Offenses can also be written up for a long list of issues each resident has read and acknowledged when he/she first was admitted to the Shelter.

Good Guard Security management visits our Shelter periodically to make recommendations for best practices at our particular site and establish specific check points for the Guards throughout the night so we can see through our camera system if there are any issues of concern.

SPIRIT has ongoing training recommendations for Guards and our staff so there is an exchange of information about issues as they come up with each resident regarding who is working, when to expect them to return, who may be visiting family, as well as many overlapping activities which are critical to know at change of shift. Each guard or staff member writes a summary of their shift happenings in an on-going email thread.

SIGNATURE (FIRMA)

Applicant Signature:



Print Full Name: Susan Kulwicz, Development Director,
SPIRIT of Santa Paula

Date: 3-14-2022

Firma del solicitante:

Escribe el nombre completo:

Fecha:



Nonprofit Emergency Relief Fund Grant Application

*FOR OFFICE USE ONLY (SÓLO PARA USO DE OFICINA)

DATE SUBMITTED: _____

REC BY: _____

CITY OF SANTA PAULA • 970 VENTURA ST. • SANTA PAULA, CA 93060 • (805) 933-4201 • www.spcity.org

PLEASE PRINT CLEARLY (POR FAVOR IMPRIME CLARAMENTE)

PART 1 – ELIGIBILITY (ELIGIBILIDAD)

An organization is eligible to apply if they:

1. Provide services to Santa Paula residents **and**
2. Possess 501(c)(3) designation from the Internal Revenue Service **and**
3. Are in good standing as a nonprofit by the State of California.

Una organización es elegible para aplicar si:

1. Proporcionan servicios a los residentes de Santa Paula **y**
2. Poseen la designación 501(c)(3) del Servicio de Impuestos Internos **y**
3. Están en buen estado como una organización sin fines de lucro por el Estado de California.

Part 2 - NONPROFIT INFORMATION (INFORMACIÓN SOBRE LA ORGANIZACIÓN)

Full Nonprofit/Organization Name: The House of MAGIC Foundation for the Arts, Inc.

(Nombre de la organización)

Street Address: 15500 W. Telegraph Road, Ste B15, Santa Paula CA 93060

(Dirección de la calle)

Phone #: 855.300.4422

(Número de teléfono)

Email: info@thomagic.org

(Correo electrónico)

Website: www.thomagic.org

(Página web)

Tax ID (EIN) Number: 45-5183229

(Número de identificación fiscal (EIN))

Executive Director (Director Ejecutivo)

Name: James E. Lantiegne

(Nombre)

Title: Executive Director

(Título)

Phone #: Cell: 805.746.3170

(Número de teléfono)

Email: james@thomagic.org

(Correo electrónico)

Program Contact (Contacto del programa)

Name: James E. Lantiegne

(Nombre)

Title: Executive Director

(Título)

Phone #: 855.300.4422

(Número de teléfono)

Email: james@thomagic.org

(Correo electrónico)

PART 3 - ITEMS TO BE SUBMITTED (ELEMENTOS A PRESENTAR)

1. How many employees does this organization have? 4

(¿Cuántos empleados tiene esta organización?)

2. What is the grant amount you are requesting? (Up to \$50,000.00) \$20,000

(¿Cuál es el importe de la subvención que solicita? (Hasta 50.00000 dólares))

3. Organization budget size: Please provide a copy of your last budget.

(Tamaño del presupuesto de la organización: Proporcione una copia de su último presupuesto.)

Document attached? ☒ YES / SÍ ☐ NO

(¿Se adjunta el documento?)

Describe the organization's history, mission, and goals. (Max. 250 words)

(Describe la historia, la misión y los objetivos de la organización. (máx. 250 palabras))

The House of MAGIC Foundation was formed in 2012, by James and Julie Lantiegne. Having seen the effects the arts can have on an individual's development, we felt a need to ensure that the arts are assessable to everyone regardless of race, creed, or financial status. Our Mission Statement is: Supporting the arts through the hearts of the community, by providing an outlet for individuals to learn, see, and experience art in a variety of forms.

To-date we have had thousands of individuals attend our various classes. We have worked with schools, non-profit organizations, etc. We have also worked with rehab centers to us magic as an aid in an individual's recovery. Magic is a great skill to help enhance someone's fine motor skills.

Due to budget cuts, many schools feel that the arts are expendable for our students. We believe the exact opposite. Everything we do, see, touch involves some form of art. Whether it is the design of a product, or a marketing campaign, or a building – it all involves art. The arts are a vital part of bringing communities together, improving grades, and reducing crime. And that is why James and Julie started this foundation and continue to run it today.

Identify and describe how your organization was impacted by the COVID-19 public health crisis and/or describe what services your organization provided to the residents of Santa Paula during the COVID-19 public health crisis. (Max. 250 words) (Identifique y describa cómo su organización se vio afectada por la crisis de salud pública COVID-19 y/o describa qué servicios prestó su organización a los residentes de Santa Paula durante la crisis de salud pública COVID-19. (Máximo 250 palabras))

COVID-19 had a major impact on our organization. When it first hit, we were not prepared to do anything other than live sessions with our students and showcases. For the first 13 months, we essentially shut down, while we regrouped to determine how to operate in this new environment. As a result, we created a full streaming service to assist ourselves in keeping the message alive, in addition to providing services to our local schools and other non-profits to be able to continue to present awards, raise money, or to deliver a message.

We continue to reach out to our community to help support the various programs being offered throughout the community. We have started a weekly podcast to keep residents informed of what is happening and well as a platform for other Santa Paula businesses to share their story on the air.

Project(s) Summary (Max. 250 words) (Resumen del proyecto(s) (máx. 250 palabras))

Provide a general description of your project(s) and how the funds received would specifically impact the Santa Paula community or our residents. Be sure to include how many Santa Paula residents you anticipate the funds impacting.

(Proporcione una descripción general de su(s) proyecto(s) y cómo los fondos recibidos impactarían específicamente a la comunidad de Santa Paula o a nuestros residentes. Asegúrese de incluir el número de residentes de Santa Paula que usted anticipa que los fondos impactarán.)

We developed a program called the Magic of Tolerance. It is designed to deliver important messages to our elementary aged kids. This program uses magic to help kids understand the effects of bullying, stranger danger, say no to drugs, stay out of gangs, self-respect, and more. The goal of this program is to work with local schools to help use the effects to help deliver important messages. Magic is a great way of capturing a child's attention and to help retain the message that is being presented.

One example - Say No to Bullying. "It is called the book of wisdom. Ask the book and it will answer the question. For example, are we born as bullies?" The teacher then shows the pages of the book are all blank. "That must mean that no one is born a bully. If that is the case, then what causes us to become bullies?" Now the teacher flips through each page of the book and it reveals situations that may cause someone to become a bully. "Problems at home. They are being bullied themselves, etc." The idea is that as you flip through the book it allows for dialog to take place during each answer. "The next question we want to ask is how to we prevent bullying?" Now when the pages are flipped through it is all about prevention. "The final question is, what would our communities look like if bullying didn't exist?" Now the pages reveal communities that operate in harmony.

The first part of our program is to take our designs to production. We have already worked on the various effects and the stories we want to share, now we need to have the effects built in mass quantities. Afterwards we will begin working with the local school system to implement these routines into their curriculum as these topics become discussions in the classroom.

The biggest measurement will be transparent to our program, but hopefully visible to our communities, by having less kids participate in gangs. Kids help kids to end bullying. Kids staying off drugs and keeping safe when using social media. As those things begin to have a positive impact on our community only then will we truly know the small impact we might have played in saving our youth.

SIGNATURE (FIRMA)

Applicant Signature:

James E. Lantegne

Print Full Name: **James E. Lantegne**

Date: **March 14, 2022**

Firma del solicitante:

Escribe el nombre completo:

Fecha:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: John Cotti, City Attorney

Subject: DISTRICT-BASED ELECTIONS

Date: April 6, 2022

Agenda Item: 11.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7393 Declaring the City's Intention to Transition from At-Large to District-Based Elections pursuant to California Elections Code Section 10010(E)(3)(A) and Finding the Action Exempt from CEQA.
2. Provide further or alternative direction to City Staff.

Presented by: John Cotti, City Attorney

BACKGROUND:

On February 22, 2022, the City of Santa Paula ("City") received a letter from attorney Jason Dominguez on behalf of "a large segment of the population and on behalf of Laura Espinosa" claiming that the City's at-large system of voting violates the California Voting Rights Act (CVRA). According to the letter, voting within the City is racially polarized, resulting in minority vote dilution and therefore the at-large system violates the CVRA. The letter, however, contains no evidence supporting this claim. Nor did Mr. Dominguez provide a timeline for a response, but under State law, the City has 45 days from receipt of the letter to determine whether it will voluntarily change its at-large system to district-based elections.

This item is before you to determine whether to transition to by-district elections. This is not a small decision as it will completely change the way the public is represented and how the public chooses its representation.

Under the CVRA, there are two general steps for transitioning to by-district elections: (1) engaging in the public hearing process required to set district boundaries; and, (2) adopting an ordinance transitioning to by-district elections.

This report provides an overview of the CVRA, the City's options, and risks involved in the decision.

ANALYSIS:

A. Background of the CVRA

The CVRA was signed into law in 2002 and is set forth at Elections Code sections 14025-14032. At-large elections are those where the entire jurisdiction votes for each member of the public agency's governing body.

The CVRA (like its federal counterpart) attempts to prevent the disenfranchisement of protected voting classes. A protected class is a class of voters who are members of a race, color, or language minority group (collectively referred to as "minority voters"). This same use of the term "protected class" is found in the federal Voting Rights Act cases.

Under the CVRA, a public agency can be sued if it elects members through at-large elections and if it can be proven that the votes of minority voters are being diluted. To prove a violation, plaintiffs must demonstrate "racially polarized voting." Racially polarized voting occurs when there is a difference between the choice of candidates (or ballot measures) preferred by voters in a protected class and the choice of candidates (or ballot measures) preferred by voters in the rest of the electorate. Proving racially polarized voting involves examining the results of elections where at least one candidate was a member of a protected class or elections involving ballot measures (or other electoral choices) that can be argued to have affected the rights and privileges of members of a protected class. The election(s) analyzed does not necessarily have to be a City election. It is important to note that while a plaintiff must establish racially polarized voting, the CVRA does not require the plaintiff to establish discriminatory intent on the City's part, historical discrimination, or that minority voters live in a geographically compact area of the City.

The CVRA does not require eliminating at-large elections but does make use of at-large election systems more susceptible to a legal challenge. The most common legal remedy for an alleged CVRA violation is to change from an at-large system to a by-district election system.

B. Litigation under the CVRA

Numerous public agencies across the state have received demand letters similar to the one the City received, alleging violations of the CVRA. Hundreds of public agencies have now changed to by-district elections as a result of litigation or threatened litigation. The primary reason why public agencies change to by-district elections is the potential exposure to attorneys' fees. The CVRA allows successful challengers to recover reasonable attorneys' fees and litigation costs (which include expert witness fees). However, if the City adopts by-district elections voluntarily and within the law's "safe harbor" provision, attorneys' fees are capped at approximately \$33,000.

No public agency has won a CVRA lawsuit after all appeals have been resolved. Several settlements have resulted in millions of dollars after the initiation of litigation, while many more have resulted in settlements well over \$30,000. The largest settlement so far has been the City of Palmdale, which settled its ongoing litigation for \$4.7 million. The City of Santa Monica recently fought a similar lawsuit and lost at the trial level, but won at the court of appeal. Plaintiffs in that case are claiming \$21.4 million in attorneys' fees, and it is currently on appeal to the California Supreme Court. The City of Modesto settled for \$3 million, and the cities of Highland, Anaheim, and Whittier all settled for \$1 million or more.

C. Procedure to Transition to By-District Elections

Deciding to go to by-district elections through the safe harbor provision triggers a very short

and aggressive timeline. The timeline to transition is as follows:

(1) Receive a Demand Letter and Response Period.

Once the prospective plaintiff has sent a demand letter, as Mr. Dominguez has done here, the prospective plaintiff cannot sue the City for at least 45 days from the City's receipt of the written notice. The 45th day from February 22, 2022 (the date Mr. Dominguez' letter was received) is Friday, April 8, 2022.

(2) Resolution of Intention.

Once a city council adopts a resolution outlining its intent to transition from an at-large to a district-based election, discussing the steps it will undertake to facilitate the transition, and providing an estimated time frame, the prospective plaintiff is barred from suing for at least 90 days from the date of the resolution's adoption.

(3) Public Hearing Prior to Drawing of District Map.

Before adopting district-based elections, the City must first prepare a draft map or maps. However, before drawing a map, the City must hold at least two public hearings over a period of no more than 30 days. The public must be invited to provide input regarding the districts' composition.

(4) District Map Drawing.

An expert is then required to prepare a proposed map or maps. Each district must be approximately the same size, using the data from the most recent census. The districts must be prepared in compliance with specific State and federal requirements, including consideration of communities of interest and natural geographic boundaries.

The drawing of districts must be done carefully to ensure that minority votes are not diluted. Dilution may occur through "cracking," which occurs when the minority community is fragmented across several districts to prevent the minority community from winning enough seats to gain a majority. Dilution may also occur through "packing," which occurs when a minority community is concentrated into one or two districts where their votes would cause preferred candidates to win by an overwhelming majority.

(5) Timing and Sequence of Elections.

The Council would also need to establish the timing and sequence of district elections. The change to district boundaries will not affect the terms of any incumbents. Following the first election, the Council would be comprised of approximately half of its members elected by a district and approximately half of its members elected City-wide.

(6) Public Hearings for Map Consideration.

After the draft maps have been prepared, the City must publish and make them available to the public. The City must also show the staggered terms of office and the potential sequence of the elections. The Council must hold at least two additional public hearings over a period of no more than 45 days during which the public will be invited to provide input regarding the draft map and sequence of elections. The first draft map must be published at least seven

days before it is considered at a public hearing. If the map is revised at or during a hearing, it must be published again and made available to the public for at least seven days before being adopted.

(7) Map Adoption.

The Council, after selecting a map and choosing the timing and sequence of the election, would then adopt an ordinance providing for district elections, approve the map, and begin implementing district elections.

(8) Attorneys' Fees.

Should the Council choose to comply with Mr. Dominguez' demand letter, after the adoption of the resolution establishing district-based elections, Mr. Dominguez would, within 30 days of the final adoption, demand reimbursement for the cost of the work product generated to support the notice. His demand must be made in writing and must be substantiated with financial documentation. The City must reimburse the potential plaintiff for reasonable costs incurred within 45 days of the written demand. The amount may not exceed approximately \$33,000.

D. Proposed Resolution of Intention

If the Council prefers to stay within the safe harbor provisions described above, it should adopt the attached resolution of intention ("ROI") which states:

The City Council intends to adopt an ordinance, pursuant to Government Code § 34886 to transition the election of its city council members from an at-large electoral system to a district-based system, with five (5) council members elected by district as provided by Government Code § 34871(a)

As stated above, this is not a small decision as it will completely change the way the public is represented and how the public chooses its representation. It should be noted that in 2002 Santa Paula voters resoundingly rejected Measure D, a ballot measure that asked whether council members should be elected by districts. As to Mr. Dominguez' February 22, 2022 request, the public has not participated in this question, nor has the public provided any input into whether they wish to change how they are represented. It will be up to the Council to decide whether, after going through the public hearing process and reviewing draft maps of the proposed districts, to adopt an ordinance transitioning to district-based elections.

The ROI provides for the proposed establishment of five (5) city council districts and contemplates a rotating mayor, which is the City's current practice.

The ROI provides the following timeline:

(1) Within twenty-one (21) days of the adoption of the ROI, the City will retain the professional services of a qualified and experienced demographer to assist the City with the transition to district-based elections.

(2) Within thirty (30) days of the selection and retention of a demographer, City staff and the demographer will develop a schedule of the steps necessary to transition to district-based elections by ordinance, as provided by Elections Code § 10010(a), including:

- (a) Conduct public outreach, including to non-English speaking communities, if any, to explain the districting process and to encourage public participation;
- (b) Before drawing a draft map or maps of the proposed district boundaries, hold at least two public hearings at which the public is invited to provide input regarding the composition of the districts and to consider district boundaries, as provided in Election Code § 10010;
- (c) After drawing a draft map or maps, publish the draft map and the potential sequence of the district elections, and hold at least two public hearings at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections;
- (d) Hold a public hearing at which the City Council will either consider and adopt an ordinance establishing district elections, including the adoption of a district boundary map and election sequence, or adopt a final map and election sequence that will be placed on the ballot initiative.
- (3) The City Council shall approve a schedule that takes all of necessary actions to implement the above in a timeframe in compliance with Elections Code Section 10010.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

If the Council adopts Resolution No. 7393, a demographer will be needed to prepare the maps in an amount that should not exceed \$20,000. If the City adopts by-district elections voluntarily and within the law's "safe harbor" provision, the City will be responsible for attorneys' fees for a maximum amount of approximately \$33,000 to the potential plaintiff. Neither of these expenses are incorporated in the City's adopted budget and may require future budget adjustments or spending cuts from other programs or departments in order to accommodate this unforeseen expense.

OPTIONS:

In addition to the recommended action:

1. The Council could choose to reject Mr. Dominguez' demand letter outright. If Mr. Dominguez then sues the City for allegedly violating the CVRA, the City will face, if unsuccessful, a significant award of attorneys' fees.

ATTACHMENTS:

[Resolution_No._7393_Santa_Paula_-_District_Election_Resolution-c1-jl.DOCX](#)
[Certified Letter_California Voting Rights Act_2-22-22-c1.pdf](#)

RESOLUTION NO. 7393

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10010(e)(3)(A) AND FINDING THE ACTION EXEMPT FROM CEQA

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

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

- A. On February 22, 2022, the City received a letter from attorney Jason Dominguez asserting that the City's at-large election system violates the California Voting Rights Act ("CVRA") and threatened litigation if the City did not voluntarily transition to a district-based election system for electing its City Council;
- B. The City denies that its election system violates the CVRA or any other similar law;
- C. The California Legislature has provided in Elections Code § 10010 a method whereby a jurisdiction may expeditiously transition to a district or division based election system and avoid the high costs of litigation under the CVRA by its adoption of AB 350;
- D. Section 10010 will delay the CVRA litigation and limit attorneys' fees associated with a CVRA claim if, within forty-five (45) days of receipt of a claim under the CVRA, the City adopts a resolution stating its intent to transition to district-based elections and within ninety (90) days thereafter (or as otherwise stipulated by the parties), the City takes action to transition to a district-based election system consistent with the intent and purpose of the CVRA; and
- E. The City Council desires to establish specific steps it will undertake to facilitate the establishing of districts and establish an estimated time frame for doing so.

SECTION 2: *Environmental Determination.* The City Council finds that the transition from at-large to by-district elections is exempt from environmental reviewed under the California Environmental Quality Act ("CEQA") (Pub. Resources Code § 21000 et seq.) pursuant to State CEQA Guidelines (Cal. Code Regs., tit. 14 § 15000 et seq.) sections 15061(b)(3), 15320, and 15378(b)(3). Adoption of this Resolution is an organizational and administrative activity of the City, does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment, and is therefore not

a project for purposes of CEQA. Further, CEQA review is not required because there is no possibility that transitioning the election of the City Council from at-large to district-based elections will have a significant effect upon the environment.

SECTION 3: *Notice of Intention.* The City Council intends to adopt an ordinance, pursuant to Government Code § 34886 to transition the election of its city council members from an at-large electoral system to a district-based system, with five (5) council members elected by district as described in Government Code § 34871(a).

SECTION 4: *Retention of a Demographer.* Within twenty-one (21) days of the effective date of this resolution, the City shall retain the services of a demographer experienced and qualified to assist the City in drafting a district map consistent with the CVRA and the Federal Voting Rights Act.

SECTION 5: *Schedule of Actions.* Within thirty (30) days of the selection and retention of a demographer, City staff and the demographer will develop and bring back to the City Council for approval a schedule for the following actions in accordance with Elections Code Section 10010(a):

(a) Conduct public outreach, including to non-English speaking communities, if any, to explain the districting process and to encourage public participation;

(b) Before drawing a draft map or maps of the proposed district boundaries, hold at least two public hearings at which the public is invited to provide input regarding the composition of the districts and to consider district boundaries, as provided in Elections Code § 10010;

(c) After drawing a draft map or maps, publish the draft map and the potential sequence of the district elections, and hold at least two public hearings at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections;

(d) Hold a public hearing at which the City Council will consider and intends to adopt an ordinance establishing district elections, including the adoption of a district boundary map and the sequence of elections.

SECTION 6: *Implementation.* The City Council shall approve a schedule that takes all of the actions necessary to implement the above in a timeframe in compliance with the requirements of Elections Code section 10010(e)(3).

SECTION 7: The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED by the City Council of the city of Santa Paula this 6th day of April, 2022.

Jenny Crosswhite, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO CONTENT:

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager

CITY MANAGER'S OFFICE

February 11, 2022

FEB 22 2022

Mr. Dan Singer, City Manager
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

RECEIVED

By certified mail

Re: California Voting Rights Act

Dear Mr. Singer:

I am writing you today on behalf of a large segment of the population and on behalf of Laura Espinosa, a member of a protected class and a registered voter in the City of Santa Paula. This letter identifies that the City of Santa Paula's method of conducting elections may violate the California Voting Rights Act.

Pursuant to state law, the City Council has 45 days from receipt of this letter to adopt a resolution outlining its intention to transition from at-large to district elections, detailing specific steps it will take to facilitate this transition, and estimating the timeframe for this transition. If they were not to adopt a resolution to this effect, then a legal action would be commenced in Superior Court to require the City to institute district elections pursuant to the California Voting Rights Act.

District elections are sweeping California. As far as this office is aware, no government agency in California has successfully defended a complaint alleging violation of the California Voting Rights Act. For this reason, we recommend a collaborative settlement which would cap costs to the City of Santa Paula and enable more participation by the Council in the transition to district elections than would be the case through a court action.

We appreciate that for a government agency that has not planned to institute district elections, the November 2022 deadline could be difficult. Time is of the essence. Reimbursement costs are capped at around \$30,000, provided the City adopts a resolution of intent to implement district elections. The terms of existing directors would not be affected by the move to district elections.

District elections elsewhere have been tied to greater representativeness on, and more candidates seeking election to, boards and councils, and to greater participation and interest by the community in local government agencies and elections. There are many benefits that public agencies receive from district elections, including higher voter turn-out and more community participation. Many government agencies in Ventura County, as around the state, have successfully enacted district elections.

Thank you for your consideration and attention to this matter. We look forward to working with you to establish district elections in the Santa Paula. We believe the Santa Paula will be an even better city with district elections--more representative of the people and in compliance with state law.

Very truly yours,


Jason Dominguez

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Travis Walker, Chief of Police

Subject: MILITARY EQUIPMENT POLICY - AB481

Date: April 6, 2022

Agenda Item: 11.C

RECOMMENDATION:

That the City Council introduce and waive first reading of Ordinance No 1315 adopting a Military Use Equipment Policy pursuant to AB 481.

Presented by: Travis Walker, Chief of Police

BACKGROUND:

On September 30, 2021, California Governor Gavin Newsom signed legislation aimed at reforming law enforcement agency funding, acquisition and use of specific types of "military equipment." This legislation, referred to as Assembly Bill 481 ("AB 481"), addresses and regulates the funding, acquisition, and use of military equipment by Law Enforcement Agencies throughout California. AB 481 mandates that Law Enforcement Agencies (LEAs) obtain approval from their applicable governing body of a "military equipment" use policy ("the Policy"). The Policy must be adopted by ordinance ("the Ordinance"), prior to the LEA funding, acquiring, or using such equipment. LEA's are required to begin proceedings prior to May 1, 2022.

Under AB 481, the term "military equipment" expands beyond equipment that has a default application to military use. It also expands beyond the equipment offered by the Defense Reutilization Marketing Office and Defense Logistics Agency's *1033 Program*. AB 481 expanded the categories of equipment types that are not typically used by the US armed forces; some of the equipment types identified are available for retail purchase by the general public. Some notable categories deemed by AB 481 to be "military equipment" include, but are not limited to, unmanned vehicles (aerial or ground), armored rescue vehicles, command type vehicles, pepper ball munitions, less lethal shotguns, "less lethal" projectile launchers, and light-sound diversionary devices (often referred to as "flashbangs"). Other items deemed to be "military equipment" per AB 481 include equipment such as semi-automatic rifles and unmanned aerial systems (also known as "drones") that are also available to the public by retail sales.

Government Code section 7070(c) (1-15) deems the following to be military equipment:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

ANALYSIS:

The Santa Paula Police Department seeks City Council adoption of the attached Military Equipment Use Policy (Attachment A), in order to allow the Police Department to continue to use the equipment specified therein. The Policy exists in section 705 of the *Santa Paula Police Department's Policy Manual*, and is visible to the public on the Santa Paula Police Department's website: (<https://www.spcity.org/DocumentCenter/View/1200>).

Items deemed to be “military equipment” by AB 481 are used as a component of overall best practices for LEA’s throughout the country. Such equipment has been tested in the field, and are used for the purposes of enhancing both the safety of peace officers and the public that they serve. Denial or loss of the use of these items would detract from the welfare of community members and peace officers within the Police Department, as that would eliminate resources or options that could be used to more safely and peacefully conclude incidents. For example, the loss of an agency to deploy “less lethal” equipment would eliminate an option that could have been used to end a volatile situation without the use of lethal force.

The Santa Paula Police Department is committed to using contemporary tools and equipment to safeguard the public that it serves. In fact, many of the items deemed to be “military equipment” by AB 481 have been employed by the Santa Paula Police Department and

agencies to specifically protect and reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of lethal force encounters. To that end, the equipment of discussion in this report, and the accompanying Military Equipment Use Policy, also provide Santa Paula Police Department personnel with vital tools that facilitate compliance with its use of force policy and reporting procedures.

The new Policy recognizes the need for agencies to provide assistance to each other, whether in ongoing combined or regional operations, occasional planned operations, or in exigent circumstances. Where applicable to the provisions of Government Code sections 7070 through 7075, such assisting agencies must comply with their respective military equipment use policies when rendering assistance (Policy section 705.6).

Under AB 481's mandate, the Police Department will produce an annual report to the Santa Paula City Council. The annual report will at a minimum contain the following information:

- The quantity possessed for each type of military equipment.
- A summary of how the military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning the military equipment.
- The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

AB 481 also requires the governing body to annually review the Ordinance, and to either:

- Approve/disapprove a renewal of the authorization for a type of military equipment, or
- Modify the military equipment use policy if it determines, based on an annual military equipment report (under Government Code Section 7072) prepared by the law enforcement agency, as provided, that the military equipment does not comply with the specified standards for approval.

The first annual report to the Santa Paula City Council would be placed on its agenda in the spring of 2023.

Within 30 days of submitting the annual military equipment report, the Police Department would hold at least one "well-publicized and conveniently located community engagement meeting," to allow for public discussion of the report.

STRATEGIC PLAN:

Not Applicable

FISCAL IMPACTS:

These new unfunded mandates will place new obligations on staff and add costs for

publication of the annual report and workshop, but no other direct fiscal impacts are associated with this item.

OPTIONS:

Introduce and Waive First Reading of Ordinance No 1315 to adopt a Military Use Equipment Policy Pursuant to AB 481.

ATTACHMENTS:

[AB 481 Ordinance Final.pdf](#)

[Military_Equipment Policy.pdf](#)

[AB481 Inventory.xlsx](#)

ORDINANCE NO. 1315

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

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

SECTION 1. The City Council finds and declares that:

A. On September 30, 2021 Governor Newsom signed a series of policing reform legislation items into law. These laws are aimed at increasing police transparency, and AB 481 in particular requires law enforcement agencies to adopt a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by the law. Santa Paula Police Department Policy No. 705, governing "Military Equipment," is attached hereto as Exhibit A (the "Policy"). The Policy must be adopted by ordinance at a regular meeting of the governing body for that agency (i.e., the City Council).

B. AB 481 requires adoption of the Policy before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute.

C. To continue to use military equipment acquired prior to January 1, 2022, the law enforcement agency must commence the process of adopting the Policy no later than May 1, 2022.

D. In accordance with AB 481, the proposed Policy will be made available on the Santa Paula Police Department's website at least 30 days prior to the public hearing by the City Council to adopt the Policy. Once adopted, the Policy will be made publicly available on the Police Department's website for as long as the covered military equipment is available for use.

E. In accordance with AB 481, the Policy is being agendaized as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act.

F. This Ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that must be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued

approval. If the City Council cannot make such a determination, it shall either disapprove a renewal of the authorization for that type of equipment, or require modifications to the Policy in a manner to resolve the lack of compliance.

SECTION 2. Findings. Pursuant to Government Code § 7071(d)(1), as may be amended or renumbered from time to time, the City Council hereby makes the following findings in support of its adoption of the Policy:

A. The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If the Police Department purchases military equipment pursuant to the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 3. Military Equipment Use Policy Adopted. In light of the findings in Section 2, and in accordance with AB 481, the City Council hereby adopts Santa Paula Police Department Policy No. 705, entitled "Military Equipment," attached hereto as Exhibit "A" and incorporated by this reference.

SECTION 4. Severability. Each of the provisions of this Ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Environmental Assessment. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) 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 6. City Clerk Certification. 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.

SECTION 7. *Effective Date.* This ordinance shall take force and effect thirty (30) days after its adoption.

PASSED, APPROVED, AND ADOPTED this 6th day of April, 2022.

JENNY CROSSWHITE, MAYOR

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

Military Equipment

705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department, in this case the Santa Paula City Council..

Military equipment – Includes but is not limited to the following:

- (a) Unmanned, remotely piloted, powered aerial or ground vehicles.
- (b) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- (c) High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- (d) Tracked armored vehicles that provide ballistic protection to their occupants.
- (e) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- (f) Weaponized aircraft, vessels, or vehicles of any kind.
- (g) Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- (h) Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- (i) Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handguns.
- (j) Any firearm or firearm accessory that is designed to launch explosive projectiles.
- (k) Noise-flash diversionary devices and explosive breaching tools.
- (l) Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- (m) TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- (n) Kinetic energy weapons and munitions.
- (o) Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

705.2 POLICY

It is the policy of the Santa Paula Police Department that its members comply with the provisions of Government Code § 7071 with respect to military equipment.

705.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will designate a member of the Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Santa Paula Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department's website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

705.4 MILITARY EQUIPMENT INVENTORY

The attachment to this policy section constitutes a list of qualifying "military equipment" for the Department.

SEE ATTACHMENT: MILITARY EQUIPMENT INVENTORY.PDF

705.5 APPROVAL

The Chief of Police or his/her authorized designee shall obtain approval from the governing body, by way of an ordinance, adopting the military equipment policy. As part of the approval process, the Chief of Police or his/her authorized designee shall ensure the proposed military equipment

Military Equipment

policy is submitted to the governing body, and is available on the Department's website at least thirty (30) days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

705.6 COORDINATION WITH OTHER JURISDICTIONS

This policy recognizes the need for agencies to provide assistance to each other, whether in ongoing combined or regional operations, occasional planned operations, or in exigent circumstances. Where applicable to the provisions of Government Code § 7070 through § 7075, such assisting agencies should comply with their respective military equipment use policies when rendering assistance.

705.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or his/her authorized designee will submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (a) A summary of how the military equipment was used and the purpose of its use.
- (b) A summary of any complaints or concerns received concerning the military equipment.

Military Equipment

- (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (e) The quantity possessed for each type of military equipment.
- (f) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Chief of Police or his/her authorized designee shall also make each annual military equipment report publicly available on the Department's website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

705.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Type	Armored vehicle	Mobile command post vehicle
Description	(1)Black armored, wheeled vehicle MRAP. Agency Name markings and red/blue lights. Equiped with a siren. Can hold a driver and nine passengers. (2)Tan Armored, wheeled vehicle MRAP ATV. Agency name markings, can hold a driver three passengers.	5th Wheel style trailer
Quatity	2	1
Capabilities	Armor rated to .50 cal.	Mobile Field Command capabilities du
Expected lifespan	20 yrs.	15 yrs.
Manufacturer's description	Four-wheeled, diesel engine-powered personnel carrier with ballistic glass and armor rated to .50 cal.	

Purpose and authorized uses	To provide for the safe transport, security, and rescue of agency personnel and citizens in high-risk incidents or national disasters.	Provides incident managers the ability to coordiante and manage police resources during incidents.
Fiscal impact	N/A aquired through military surplus program	\$2,000 annual maintenance
Legal and procedural rules	Policy	N/A
Required training	Class A drivers license	In-House training
Compliance mechanisms	Operational use with approval from Executive Command Staff or exigent circumstances	

Breaching shotgun	CS chemical agent	Flameless OC	CS chemical agent
Mossberg 500 12 gauge shotgun designed to fire frangible breaching rounds	Spede Heat CS	Flameless Expulsion OC	Defense Technology 40mm short range CS chemical agent round
3	10	5	10
Capable of defeating locks and deadbolts on doors and gates	2.9 oz of active agent	.02 oz. of active agent	
20 yrs.	5 yrs.	5 yrs.	5 yrs.
Royal Arms is the original inventor, as well as oldest manufacturer of: Breaching Stand-Off Device, 12 Gauge Breaching Shotgun, Copper & Clay Frangible Breaching Rounds	High volume device with continuous burn as it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom.	The OC Flameless Expulsion Device is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical grenades, this device's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet.	

Allows officers to safely and effectively breach doors and gates during high-risk search warrant services and hostage rescues.	Less lethal tool used to compel violent/ armed and barricaded suspects from vehicles and structures when the circumstances are too hazardous for officers to enter. May also be used to disperse large, violent and, riotous crowds. Verbal warnings should precede its use when feasible.	Less lethal tool used to compel violent/ armed and barricaded suspects from vehicles and structures when the circumstances are too hazardous for officers to enter. May also be used to disperse large, violent and, riotous crowds. Verbal warnings should precede its use when feasible.	Less lethal chemical agent designed to compel large, violent and, riotous crowds to disperse from an outdoor area. Verbal warnings should precede its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.
Tactical Team personnel are authorized to use the breaching shotgun after receiving the required training and have shown the ability to utilize the tool safely and competently. Tactical Team personnel must receive annual recertification and qualification.	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually.	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually
Operational use under the review of the Tactical Team Commander or appropriate team supervisor	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

CS chemical agent	OC chemical agent	CS chemical agent	CS chemical agent 40 MM
Defense Technology Triple Chaser CS	Defense Technology OC Stinger	Defense Technology triple chaser Riot Control CS	Defense Technology CS ferret
25	20	25	16
3.2 oz of active payload		3.2 oz of CS agent	
5 yrs.	5 yrs.	5 yrs.	5 yrs.
The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time.	The Stinger® OC Device is a maximum effect device that delivers four stimuli for psychological and physiological effects: rubber pellets, light, sound, and OC. The Stinger Device is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50 foot radius	Designed specifically for outdoor use in crowd control situations, the Riot Control Grenade is a high volume continuous burn canister that expels its payload in approximately 20 - 40 seconds. I	It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial.

Less lethal chemical agent designed to compel large, violent and, riotous crowds to disperse from an outdoor area. Verbal warnings should proceed its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.	Less lethal chemical agent / impact weapon / LSDD designed to compel large, violent and, riotous crowds to disperse from an outdoor area. Verbal warnings should proceed its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.	Less lethal chemical agent designed to compel large, violent and, riotous crowds to disperse from an outdoor area. Verbal warnings should proceed its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.	Less lethal tool used to compel violent/ armed and barricaded suspects from structures when the circumstances are too hazardous for officers to enter. Verbal warnings should proceed its use when feasible.
Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

OC vapor 40 MM	OC / CS vapor	Light sound diversionary device
Defense Technology ferret	Defense Technology Tri Chamber Flameless CS /OC	Defense Technology (DEFTEC)
24	18	11
Designed for indoor use. OC is released in a vapor form	.70 oz of agent. Designed for indoor use. CS chemical agents are released in a vapor form	Produces 6-8 candela of light and 175db of sound.
5 yrs.	5 yrs.	
The Defense Technology OC Vapor Aerosol Device is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist.	A unique device delivering an invisible vapor and rendering an intense respiratory effect. Provides best results when used indoors and requires no personal decontamination.	

Less lethal tool used to compel violent/ armed and barricaded suspects from structures and vehicles when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.	Less lethal tool used to compel violent/ armed and barricaded suspects from structures and vehicles when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.	The light sound diversionary device (flash bang) is a less lethal device used during high-risk search warrants, arrests of armed and violent suspects and, during hostage rescues. An intense bright light and loud noise are created temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.
Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	Tactical Team personnel responsible for formulating chemical agent plans must attend California POST certified chemical agent school and must recertify every three years. Tactical Team officers may deploy chemical agents during high-risk tactical operations after attending a chemical agents course taught by a POST certified instructor. Officers must qualify annually	All authorized personnel must attend a user's course taught by a POST certified instructor and complete a qualification. Personnel must qualify annually.
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

Light sound diversionary device	Light sound diversionary device	Patrol Rifles	40 MM Launcher
Defense Technology (DEFTEC) Low roll	Royal Arms Internantional 12 gauge flash bang	Colt AR-15 rifle variants	Defense Technology breach loading single shot 40 MM Launcher
10	25	58	7
Produces 6-8 candela of light and 175 db of sound.	Reusable LSDD using 12 gauge blanks.	The Colt Enhanced Patrol Rifle (EPR) is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle.	
This is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high risk arrest situations.	This is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high risk arrest situations.	.223 / 5.56 caliber rifle	The 40LMTS is a tactical 40mm single shot launcher that features a folding stock and an adjustable Integrated Front Grip (IFG) with a light rail. The Ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length. This weapon is NOT designed to fire 40mm High Velocity HE ammunition. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

The light sound diversionary device (flash bang) is a less lethal device used during high-risk search warrants, arrests of armed and violent suspects and, during hostage rescues. An intense bright light and loud noise are created temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.	The light sound diversionary device (flash bang) is a less lethal device used during high-risk search warrants, arrests of armed and violent suspects and, during hostage rescues. An intense bright light and loud noise are created temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.		Used to fire rounds to compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
		\$1,100 per unit	\$996.00 per unit
All authorized personnel must attend a user's course taught by a POST certified instructor and complete a qualification. Personnel must qualify annually.	This type of LSDD is non explosive and therefore all personnel can deploy if they have attended a user's course taught by a qualified instructor and complete a qualification. Personnel must qualify annually.	Initial orientation course including qualification; annual recertification including qualification.	Initial orientation course including qualification; annual recertification including qualification.
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

40mm kinetic energy projectiles	40mm kinetic energy projectiles	40mm kinetic energy projectiles
40mm, foam-tipped kinetic energy projectile fired from an agency-authorized 40mm launcher.	40mm, Extended range OC projectile fired from an agency-authorized 40mm launcher.	40mm, extended range kinetic energy projectile fired from an agency-authorized 40mm launcher.
26	10	26
Operartional range 10-40 meters.	Operartional range 10-70 meters.	Operartional range 10 70 meters
5 yrs.	5 yrs.	5 yrs.
40mm foam-tipped projectile capable of travelling 250 fps to a maximum range of 100 feet.	40mm foam and OC tipped projectile capable of travelling 250 fps to a maximum range of 100 feet.	The eXact iMpact 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher s rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.

To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
20.94 per unit		
Initial orientation course including qualification; annual recertificaiton including qualificaiton.	Initial orientation course including qualification; annual recertificaiton including qualificaiton.	Initial orientation course including qualification; annual recertificaiton including qualificaiton.
Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700	Use is subject to policies 300,303,305,404, and 700

40mm kinetic energy projectiles
40mm, Extended range marking projectile fired from an agency-authorized 40mm launcher.
9
Operartional range 10-70 meters
5 yrs.
The 40 mm Direct Impact® LE Extended Range Round is a point-of-aim, point-of-impact direct-fire round and is intended to be used in applications that exceed the performance capability of the standard Direct Impact Round. An excellent solution whether you need to incapacitate a single subject or control a crowd. When loaded with a green marking agent, the Direct Impact LE can be used to indicate the aggressor in a crowd or riot situation to the team on the ground

To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Initial orientation course including qualification; annual recertificaiton including qualificaiton.
Use is subject to policies 300,303,305,404, and 700

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete J Saunier, Public Works Director

Subject: HARVARD BOULEVARD WATER AND SEWER PIPELINE
REPLACEMENT AND PAVING REHABILITATION PROJECT BID
RESULTS

Date: April 6, 2022

Agenda Item: 11.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Reject all bids submitted for construction of the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project.
2. Authorize Staff to re-advertise for Project bids.

Presented by: Clete Saunier, Public Works Director

BACKGROUND:

The City's water and sewer systems consist of a network of pipelines that provide for domestic potable water delivery and waste collection for the community. This water and sewer infrastructure is aged in excess of 100 years in many areas and in need of continuing repair to maintain service and function to the City's residences and businesses. The City's capital improvement program (CIP) and associated budget provides for the incremental replacement of aging infrastructure over time. The 2005 Potable Water System Master Plan and the 2005 Wastewater System Master Plan identified needed water and sewer utility improvements for Harvard Boulevard based on both current and future demands. Subsequent design surveys and related investigation of Harvard sewer mains revealed additional deficiencies and areas of issue that will be addressed with the proposed project.

Pavement condition along the entire length of Harvard has continued to deteriorate over time, and the comprehensive rehabilitation of street paving has been awaiting the completion of required water and sewer improvements. The repair and upgrading of pedestrian improvements within Harvard Boulevard will be required following completion of the water and sewer main replacements, including the upgrade of disabled access ramps at intersections, the replacement of crosswalks, and upgrading street striping and signage to current standards.

ANALYSIS:

City staff advertised the Project for bid in December 2022. In January 2022, City staff conducted a mandatory pre-bid meeting and several prospective contractors and suppliers attended. The bids were opened on Thursday, February 17, 2022 and five contractors submitted bids: E.J. Meyer Company, Blois Construction, Inc., Mladen Buntich Construction, Inc., Toro Enterprises, Inc., and Vido Artukovich & Son, Inc. Bids ranged in price from \$13,888.888 to \$18,594,500, and are attached as Exhibit A. The engineer's construction estimate is \$14.1M, with an allowance for engineering, construction management, inspection and materials testing of \$1.1M, for a total of \$15.2M. The anticipated construction schedule is 350 workdays, or approximately 17 months.

After reviewing the bids, staff realized that there were general bid item anomalies that presented cost and schedule risk to the project and the City in five main areas. In order to obviate that cost and schedule risk and to ensure that City Staff can accurately compare competing bids, Staff intends to include additional bidding requirements in the following areas to ensure a fair comparison across all future bids:

- Temporary potable water service requirements – further defining the limits, duration and specific requirements regarding the temporary potable water service to the existing customers during the existing potable water pipeline replacement.
- Existing wastewater flow bypassing requirements – providing flow information for the sewer pipeline, bypassing requirements such as duration limitations, nearby manhole locations for bypass equipment staging and defining the requirements for temporary handling of the wastewater.
- Fagan Barranca Storm Channel crossing construction and permitting conditions – incorporating the County of Ventura permit requirements for crossing of the structure, incorporation of the bore and jacking excavation locations for the water and sewer pipelines as well as including the recently obtained geotechnical information in that area.
- Providing the temporary groundwater management requirements regarding elevation information obtained from the recent geotechnical exploration, disposal requirements and measurement and payment quantities.

Recognizing the importance of this project and the overall project schedule and its impact to the travelling public and local businesses, Staff and the City's design engineering firm have already started reviewing the issues along with the bid addenda questions from the contractors and developed a plan for making the necessary changes to the plans and specifications. Additionally, Staff has commenced the process for obtaining the County of Ventura encroachment permit for crossing the Fagan Barranca drain structure.

Upon Council approval to re-advertise the project, the anticipated schedule as follows:

- Refinement to plans and specifications efforts – April 2022
- Advertise for Bids – May 2022
- Bid Opening – June 1, 2022
- City Council Award of Contract – June 15, 2022
- Construction Notice to Proceed – July 2022

Staff delivered letters to the five prospective contractors who bid the project notifying them that Staff was recommending to City Council that the bids be rejected, the project plans and

specifications clarified in key areas mentioned above, and the project will be rebid at a very near future date. The bidders were thanked for submitting a bid for this important project and encouraged to rebid the project in the future. Recognizing that there is a considerable effort on the part of the contractor in compiling a bid, Staff intends to specifically notify each of the five contractors when the project is re-advertised as well as posted on the City's website and plan rooms.

STRATEGIC PLAN:

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

Economic Development

Objective 10: Create a welcoming environment to attract “drive-by” or “pass-through” traffic by identifying or building out key locations, access points and traffic circle islands where murals, landscaping, wayfinding signage or decorative fencing can be utilized.

The improved roadway surface and safety improvements will potentially attract drive-by and pass-through traffic to visit the Harvard Boulevard business corridor.

The rehabilitation of Harvard Boulevard improves the quality of the visitor experience in this business corridor for drive-by and local resident traffic alike.

Infrastructure, Transportation & Mobility

Objective 1: Improve and maintain pedestrian systems through a Sidewalk Maintenance Plan, which includes expanded efforts on annual sidewalk maintenance, repair, and ADA improvements.

The project will provide repairs and upgrades to curb ramps for disabled access throughout the project corridor.

FISCAL IMPACTS:

The fiscal impacts for the re-advertising of the project to prospective bidders are similar to those outlined in the previous staff report presented at the December 15, 2021 Council Meeting, attached as Exhibit B for reference. The costs associated with the refinement of plans and specifications will be supported by the current scope of the design engineer's contract. No additional allocation is needed at this time.

OPTIONS:

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

1. Do not approve the action to reject all bids submitted for construction of approving the plans and specifications for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project, which would create potential cost and schedule risks to the City.
2. Do not authorize Staff to re-advertise for bids for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project, which would delay the

completion of the project.

ATTACHMENTS:

[Exhibit A Bid Results.pdf](#)

[Exhibit B December 15, 2021 Agenda Report.pdf](#)

EXHIBIT A

BID RESULTS

CITY OF SANTA PAULA

P.O. Box 569 ♦ 970 Ventura Street ♦ Santa Paula, CA 93060 ♦ 805/933-4212

PROJECT: HARVARD BOULEVARD SEWER PIPELINE AND WATER
MAINLINE REPLACEMENT PROJECT
TASK: Water, Sewer and Pavement Improvements

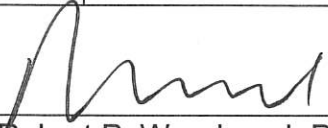
PROJECT No.: 9286/9324
Bid Date: Thursday, February 17, 2022

Time of Opening: 3:00 PM

Bidder Company Name/City	Bid Amount	Bond	Addendum/a
VIDO ARTUKOVICH & SON, INC	18,594,500.00	✓	✓
E.J. MEYER COMPANY	13,888,888.00	✓	✓
MLADEN BUNTICH	15,971,250.00	✓	✓
BLOIS CONSTRUCTION, INC	15,400,651.00	✓	✓
TORO ENTERPRISES, INC	16,375,660.00	✓	✓

February 17, 2022

Date


Robert P. Woodward, PE
Interim City Engineer

February 17, 2022

Date

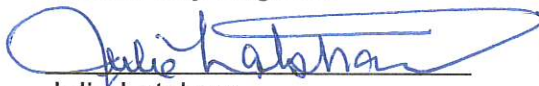

Julie Latshaw
City Clerk



EXHIBIT B

DECEMBER 25, 2021 AGENDA REPORT

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete J Saunier, Public Works

Subject: PLANS AND SPECIFICATIONS FOR HARVARD BOULEVARD WATER
AND SEWER PIPELINE REPLACEMENT AND PAVING
REHABILITATION PROJECT

Date: December 15, 2021

Agenda Item: 4.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7380 approving the plans and specifications for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project.
2. Provide Staff direction by selecting one of the supplemental funding options described in this report.
3. Authorize Staff to advertise for Project bids.
4. Approve the budget adjustments from the November 3rd Council Meeting related to the Harvard Boulevard Water and Sewer Mainline Replacement projects as noted in the fiscal impact section.

Presented by: Clete Saunier, Public Works Director

BACKGROUND:

The City's water and sewer systems consist of a network of pipelines that provide for domestic potable water delivery and waste collection for the community. This water and sewer infrastructure is aged in excess of 100 years in many areas and in need of continuing repair to maintain service and function to the City's residences and businesses. The City's capital improvement program (CIP) and associated budget provides for the incremental replacement of aging infrastructure over time. The 2005 Potable Water System Master Plan and the 2005 Wastewater System Master Plan identified needed water and sewer utility improvements for Harvard Boulevard based on both current and future demands. Subsequent design surveys and related investigation of Harvard sewer mains revealed additional deficiencies and areas of issue that will be addressed with the proposed project.

Water and sewer pipeline replacement efforts are coordinated with the City's Pavement Management Program (PMP) to allow for efficiencies in construction process and minimize disruption to the adjacent community associated with multiple infrastructure construction projects. Pavement condition along the entire length of Harvard has continued to deteriorate over time, and the comprehensive rehabilitation of street paving has been awaiting the

completion of required water and sewer improvements. The repair and upgrading of pedestrian improvements within Harvard Boulevard will be required following completion of the water and sewer main replacements, including the upgrade of disabled access ramps at intersections, the replacement of crosswalks, and upgrading street striping and signage to current standards.

ANALYSIS:

Water and Sewer Main Replacement

The Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project (Project) contemplates the installation of 8,600 lineal feet of new water main between Peck Road and Mill Street, 8,000 lineal feet of sewer main between Acacia Road and 7th Street, and south on Acacia Road to SR 126. These systems, which were generally installed in the period of 1930 - 1950, have exceeded their useful life. Water mains, consisting primarily of cast-iron construction, are under-sized and in a state of advanced deterioration. Sewer mains, consisting of clay or concrete construction, are similar in age and condition to the water mains. During the Project design phase, surveys and preliminary design revealed that large portions of the sewer between Craig Drive and 7th Street were of deficient slope and depth, which coincided with areas of maintenance and operations issues for City staff and local customers. Evaluation of potential solutions resulted in the design of a new parallel sewer main and the expansion of the Project limits to include a new tie-in connection at the south end of Acacia Road just north of State Route 126 (SR 126). The topography of the southern end of Acacia Road allowed the entire length of the Acacia-Harvard sewer alignment to be deepened to improve protective pipeline cover and sewer (gravity) flow. The construction of this new parallel sewer pipeline improves function and flow rate and provides uninterrupted sewer service by allowing the existing main to remain in operation during construction. This additional sewer depth and expansion of project limits, while improving future operation, reliability and service to customers, also increased project cost of sewer system components by 125% over the original planning cost estimate. Existing aged and undersized water mains will be replaced by a single large diameter water main of material meeting current standards of strength, flexibility, pressure rating and corrosion resistance. Consolidation of multiple parallel water mains will reduce utility congestion in Harvard right of way and reduce the burden of maintenance of multiple water mains.

The deferral of pavement improvement in anticipation of this major utility project, together with the effects of extensive trenching for water and sewer mains and service lateral reconnection will result in extensive areas of pavement repair. Thus, the original project goal of replacing water and sewer mains has practically necessitated a comprehensive rehabilitation of existing roadway structural section once the extensive network of piping installation and reconnection is complete.

Harvard Boulevard Roadway Rehabilitation and Pedestrian Safety Improvements

In general, water and sewer replacement projects are coordinated with the City's Pavement Management Program (PMP) to allow for efficiencies in construction process and minimize multiple disruptions to the adjacent businesses and residents associated with individual water, sewer and paving projects. Due to the extensive portions of City streets affected by the water and sewer main replacement along Harvard Boulevard, a comprehensive program of paving rehabilitation is projected to occur in coordination with the completion of water and sewer work.

This effort has been identified in current and past updates of the City's Pavement Management Program (PMP) and noted as occurring in coordination with the required utility work.

Further investigation and review during the design process identified pedestrian safety improvements that would be required to occur in conjunction with the pavement rehabilitation, which include disabled accessible curb ramps and crosswalk improvements. Current standards for pedestrian and disabled access compliance, together with existing field conditions require the reconstruction of the majority of the pedestrian access ramps at street intersections. These curb ramps were predominantly constructed prior to the passage of the Americans with Disabilities Act (ADA), and thus do not comply with related accessibility standards. Upgrading curb ramps to be accessible is both compliant with state and federal law and consistent with improving pedestrian safety at intersections. Additional considerations for pedestrian safety and accommodation include the upgrading of the existing lighted crosswalk at Isbell Middle School and the replacement of the damaged crosswalk beacon at Laurie Lane. These crosswalk upgrades will utilize Rectangular Rapid Flashing Beacons (RRFBs), which have become the standard for improving pedestrian safety and visibility for drivers. As the City reviews opportunities to improve safety and driver awareness, there is a need for consistency of driver expectation and experience throughout the City and better safety conditions for pedestrians and the travelling public.

Project Status and Schedule

The Project is currently at 100% Plans, Specifications and Estimates (PS&E), with release for bid pending formalization of budgetary commitments according to Staff recommendations and City Council approval.

The engineer's construction estimate is \$14.1M, with an allowance for engineering, construction management, inspection and materials testing of \$1.1M, for a total of \$15.2M. The anticipated construction schedule is 350 workdays, or approximately 17 months.

Once bids are received, Staff will review the results and select a recommended responsible bidder. Upon adoption of Resolution No. 7380 approving the plans and specifications for the Project, Staff anticipates 35 days will be needed before returning to Council to request construction contract award. If approved at this meeting, Staff anticipates requesting Council approval for construction contract award at its February 23, 2022 regular meeting. The Project plans and specifications are available for public review in the City Clerk's office.

STRATEGIC PLAN:

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

Economic Development

Objective 10: Create a welcoming environment to attract "drive-by" or "pass-through" traffic by identifying or building out key locations, access points and traffic circle islands where murals, landscaping, wayfinding signage or decorative fencing can be utilized.

The rehabilitation of Harvard Boulevard improves the quality of the visitor experience in this business corridor for drive-by and local resident traffic alike.

Infrastructure, Transportation & Mobility

Objective 1: Improve and maintain pedestrian systems through a Sidewalk Maintenance Plan, which includes expanded efforts on annual sidewalk maintenance, repair, and ADA improvements.

The project will provide repairs and upgrades to curb ramps for disabled access throughout the project corridor.

FISCAL IMPACTS:

Funding for the Project's water and sewer construction is established in the FY 2021-2023 amended capital improvement budget, adopted by Council action on November 3, 2021 and presented in Table 1 below. The Project construction contract includes language indicating final contract execution is contingent upon budget adoption by the City Council.

Table 1: Funding Sources – Water and Sewer Construction*

2021-2023 CIP Program	Fund	Budget
CIP 9324 - Harvard Blvd Water Main Replacement	620-Water Enterprise	\$5,488,152
CIP 9286 - Harvard Blvd Sewer Pipe Rehabilitation	610-Sewer Enterprise	\$6,656,640
Total =		\$12,144,792

*Amended CIP budgets approved by City Council on November 3, 2021.

Council supported the increased budgets via the use of unassigned fund balances in the Water and Sewer funds at the November 3rd Council meeting, however an official budget adjustment request was to be brought back. Below is the adjustment needed:

2021-2023 CIP Program	Account	Increase	Decrease
CIP 9108 - Water Main Replacement	620-5-9108-660		\$450,000
CIP 9324 - Harvard Blvd Water Main Replacement	620-5-9324-660	\$1,898,152	
CIP 9286 - Harvard Blvd Sewer Pipe Rehabilitation	610-5-9286-660	\$3,706,640	
Total		\$5,604,792	\$450,000

Additional Funding Options – Street Improvement Costs

Street improvement costs include paving costs associated with the rehabilitation of Harvard Boulevard, as well as costs related to the reconstruction of curb ramps, sidewalk and crosswalks. Funding sources for these costs are outlined in Table 2 below.

Table 2: Funding Sources – Roadway Rehabilitation and Pedestrian Safety

2021-2023 CIP Program	Fund	Budget
CIP 9285 – Citywide Street Rehab	104-Measure T	\$1,150,000
CIP 9359 – Citywide Street Preservation	104-Measure T	\$290,000

CIP 9285 – Pavement Rehab	283-SB1	\$550,000
CIP 9285 – Pavement Streets/Repairs	502-TDA	\$722,434
CIP 9294 – Sidewalk Repair	281-Sidewalk Repair	\$173,273
CIP 9297 - Crosswalks	281-Crosswalk Safety Improvement	\$274,520
Current FY21/22 PMP Work Orders	104-Measure T	(1,020,413)
Total =		\$2,139,814

Staff requests Council direction for selecting one of the two following options for financing the anticipated costs for these critically needed street improvements:

Option 1: Existing CIP Funds (Austerity)

This option would address project costs associated with paving, sidewalk, curb ramp and crosswalk construction from existing funding allocations contained in the current FY 2021-2023 CIP budget as summarized in Table 2 above. It is anticipated that current budgetary allocations are sufficient to fund the required construction work. However, these budgetary allocations are currently intended to address Citywide Streets CIP costs for FY 2021-2022, including annual PMP paving maintenance and repair, sidewalk repair, and crosswalk improvement and repair work. Utilizing the entirety of the Citywide Streets CIP budget for a single project would severely limit the Department's capacity to address other critically needed street repair, replacement and maintenance work. Ongoing Streets CIP design and repair/replacement efforts, including the Main Street and SR 150 lighted crosswalks project, would potentially delay this work until FY 2023-2024 or later fiscal years after new funding becomes available.

Option 2: Loan Funding

This option would address project costs associated with paving, sidewalk, curb ramp and crosswalk construction costs utilizing a loan from the State Division of Finance State Revolving Fund Infrastructure Bank (IBank). The IBank program provides for low interest loans to fund municipal infrastructure projects that can be repaid over a 10-15 year period. Loan funding would be applied toward the rehabilitation of streets, sidewalks, and accessibility features in conjunction with Harvard Boulevard, as well as crosswalk safety improvements for 3 locations on Main Street and 3 locations on SR 150. Staff has reviewed projected CIP needs for FY 2021-2023 and recommends pursuing a \$3M loan. The loan terms is preliminary estimated to be 3% with repayment terms (as well as an upfront 1% origination fee and 30 basis point annual servicing fee) according to choice of term:

10 year term - \$405,000/year

15 year term - \$313,000/year

Should the Council direct staff to pursue the iBank Loan (Infrastructure State Revolving Fund) the following timeline would be anticipated:

1. 2-4 Weeks - The City to submit program data and 3-5 year revenue projections to the State.
2. 4-6 Weeks – The State to complete preliminary review. If approved, the State will invite the City to apply for the ISRF loan.
3. February 2022 – Staff to return to Council with a completed application and resolution to apply for the SRF loan.

4. 4-8 Weeks – The IBank Board to review the City’s application and a rate would be locked in.
5. TBD - Loan agreement signed and funds disbursed (awaiting additional information from the State).

Funding for required debt service would be derived from Measure T funds. Staff recommends Option 2 (10 year term) be selected by the Council for funding the Project and direct Staff to commence the loan application process with the State Division of Finance State Revolving Fund IBank.

Staff anticipates hiring a construction management firm to supervise the construction of the Project and proper implementation of required traffic control, business access and safety measures for the project, as well as to assist with coordination of field engineering, materials testing, contractor submittals, communication with residents and property owners. This additional cost is budgeted for 8% of the current engineer’s Project estimate as described in Table 3 below, or \$1.1M.

Table 3: Estimate of Water, Sewer and Street Related Construction Costs*

Harvard Boulevard Water/Sewer/Paving	Fund	Estimate
Water Main Replacement	620-Water Enterprise	\$5,488,152
Sewer Main Replacement	610-Sewer Enterprise	\$6,656,640
Paving, Curb Ramps, Crosswalks	Various – See above	\$1,984,800
Construction Management, Inspection, Testing		\$1,100,000
Total =		\$15,229,592

*Costs reflect Engineer's Opinion of Probable Construction Cost (OPCC) including a 20% contingency.

OPTIONS:

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

1. Do not approve the plans and specifications for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project, which would delay the completion of the project.
2. Approve the plans and specifications for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project, without directing Staff to prepare a loan application for an IBank loan, which would require the street paving, curb ramps and crosswalks to be funded by the established fund balances for FY 21-23.

ATTACHMENTS:

[Exhibit A - Project Location Maps.pdf](#)

[Exhibit B - Resolution No. 7380.pdf](#)

EXHIBIT A

PROJECT LOCATION MAPS

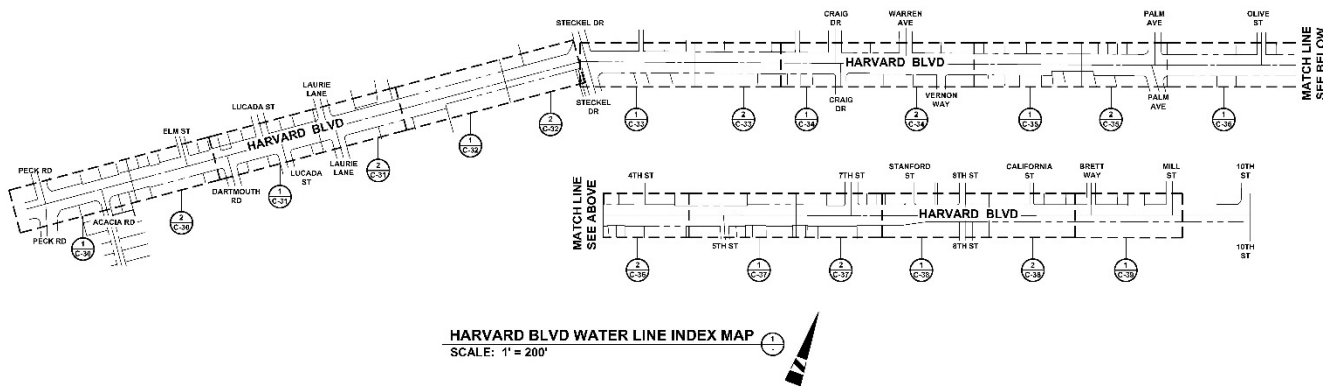
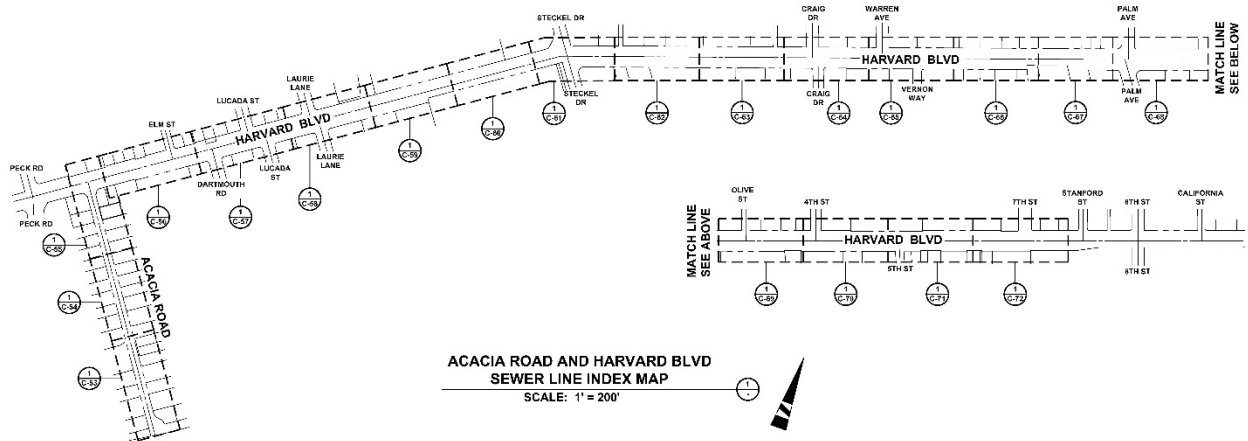
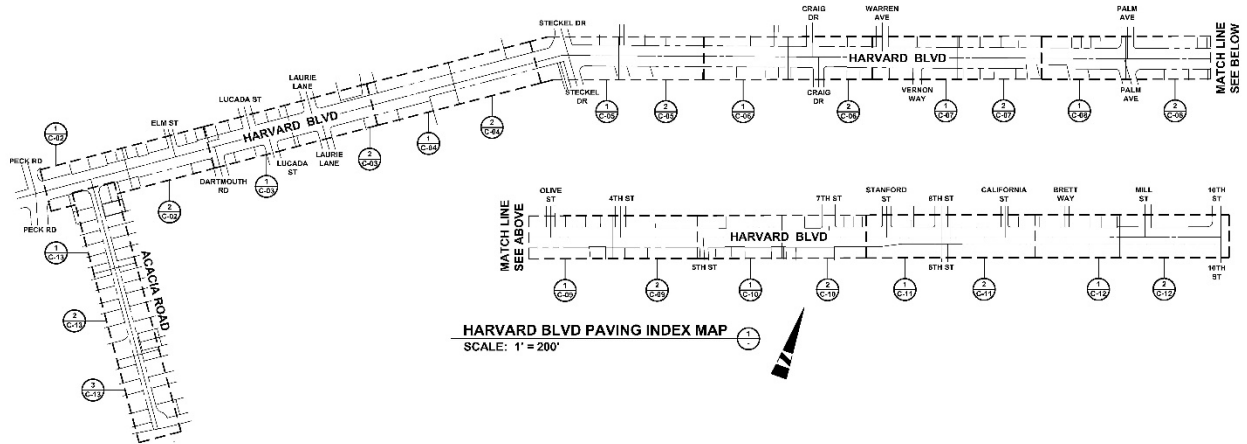


EXHIBIT B

RESOLUTION NO. 7380

RESOLUTION NO. 7380

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE HARVARD BOULEVARD WATER AND SEWER PIPELINE REPLACEMENT AND PAVING REHABILITATION PROJECT PURSUANT TO GOVERNMENT CODE SECTION 830.6.

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

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

- A. The City Engineer reviewed the completed plans and specifications for the Project, and finds said plans and specifications complete, and the Project may be constructed;
- B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans, specifications, and construction of the Project.

SECTION 2: The plans and specifications for the Project are determined to be consistent with the City standards and are approved by the Public Works Department.

SECTION 3: The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

SECTION 4: The approval granted by this Resolution conforms to the City's General Plan and the City Standards.

SECTION 5: The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the plan approved by this Resolution.

SECTION 6: The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 7: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 8: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2021

Jenny Crosswhite, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager



Santa Paula City Council Tentative Agenda Schedule

DEPARTMENT	MEETING DATE	Wednesday, April 20, 2022
CDD	4/20/2022	Community Development Department Report
PW		SWFA with Athens Services
Finance		Citywide User Fee Study- Award of Contract
Admin		Council Compensation Discussion
Admin		PBID Renewal
PW		PMP Annual update & Spring Pavement Fund Allocation
P&R		Eucalyptus Tree Contract Award
P&R		Summer School Agreement
		Wednesday, May 4, 2022
Admin	5/4/2022	City Manager Department Report
HR		Parks & Recreation Organizational Changes
P&R		Parks & Recreation Commission – Ordinance Change
		STUDY SESSION TOPICS
Admin		No Smoking Ordinance
CDD		Cultural Arts Council
Admin		Homelessness Discussion
		FUTURE AGENDA ITEMS
Admin		SoCal Edison discussion on rates
CDD		Franchise esVolta – Public Hearing
CDD		Housing Element Adoption
CDD		Inclusionary Housing DIF
P&R		Teague Park Restroom Construction Contract
Admin		Harvest at Limoneira Project Update
CM		Community Choice Aggregation Discussion
Finance		Measure T Surplus Funding Recommendations