City of Santa Paula

City Council Regular

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL REGULAR

WEDNESDAY, OCTOBER 21, 2026

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
KELLAN MARTZ, INTERIM CITY ATTORNEY

CITY COUNCIL REGULAR MEETING

City Council Regular meetings are held the first and third Wednesday of each month, at 6:30 p.m. in the City of Santa Paula City Hall Council Chamber, 970 Ventura Street, Santa Paula, and occasionally at the City of Santa Paula Community Center at 530 W Main Street, Santa Paula. Special and Closed Sessions vary by date and time.

HOW TO PARTICIPATE IN PERSON DURING THE MEETING

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

HOW TO VIEW ON YOUR TELEVISION, COMPUTER, OR MOBILE DEVICE

Watch from home live on the local Channel 10, or view the live feed on the city website at the following link: https://www.spcity.org/523/Public-Meeting-Agendas.
NOTE: Special Meetings are generally not recorded, nor generally available on Channel 10 or live feed on the City website.

HOW TO PARTICIPATE BEFORE THE MEETING

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

Your participation in this meeting is in the public domain. Meetings are cablecast. Minutes of this meeting will reflect your participation in this meeting and are posted on the City's website.

HOW TO PROVIDE REMOTE PUBLIC COMMENT

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

Join Zoom Meeting

https://us02web.zoom.us/j/87209665855?pwd=EQvmRTu4y5MXCuCZbC6YJ2S7sSuxn2.1

Meeting ID: 872 0966 5855

Passcode: 316943

One tap mobile

+16699006833

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

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

PLEASE NOTE

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

In compliance with the ***Americans with Disabilities Act****, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate remotely or in person in this meeting, please contact the City Clerk at (805) 933-4208 or cityclerk@spcity.org. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Requests will be received and resolved promptly, with any doubt resolved in favor of accessibility. (28 CFR 35, 102-35.104 ADA Title II).*

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office.

REGULAR MATTERS - COUNCIL CHAMBERS

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

2. **INVOCATION**

3. **FLAG SALUTE**

4. **ROLL CALL**

5. **CLOSED SESSION REPORT**

6. **PUBLIC COMMENT**

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

7. **PRESENTATIONS**

7.A REHABILITATION PROJECT STATUS UPDATE FOR SR-150

7.B VENTURA COUNTY FIRE DEPARTMENT REPORT

7.C **PUBLIC WORKS DEPARTMENT REPORT**

8. **CITY COUNCIL REPORTS**

9. **CITY MANAGER REPORTS**

10. **CONSENT CALENDAR**

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

10.A **SOFTWARE SERVICES PURCHASE FOR RECORDS MANAGEMENT SYSTEM DATA MIGRATION PLATFORM**

RECOMMENDATION:

Staff Recommends that City Council:

1. Waive formal bidding requirements pursuant to SPMC Section 41.10 and award LiftShift LLC a contract for a data archival platform and related services, based on a finding that LiftShift is the only vendor offering the product required for the Police Department's system.

2. Authorize the City Manager to execute the contract with LiftShift LLC in an amount not to exceed $56,250.

10.B **APPROVAL OF THE 8th STREET LIGHTING INSTALLATION PROJECT**

RECOMMENDATION:

Staff recommends that the City Council: Authorize a Section 41.10 Waiver, and award a Contract Change Order to J&H Engineering, Inc. in the amount of $66,628.00 for the installation of 14 solar-powered streetlights on 8th St, between Harvard Blvd and Main St. inclusive of a 5% contingency, for a total of $69,959.40.

10.C **AMENDMENT NO. 3 TO BIOSOLIDS HAULING SERVICES AGREEMENT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 3 to the Biosolids Hauling Services Agreement with Synagro-WWT, Inc., extending the agreement through December 31, 2027, and establishing a not-to-exceed amount of $275,000 for FY 2026/27, consisting of $250,000 for biosolids hauling and disposal services and a $25,000 contingency, in a form approved by the City Attorney.

10.D **SEPTEMBER 2026 WARRANTS AND CERTIFICATIONS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for September 2026, starting check number 345417 and ending check number 345621.
2. Review and accept the "Certification of Salaries" for the pay period ending dates September 4th, 2026, through September 18th, 2026.

10.E **CONTRACT FOR THE UNION OIL BUILDING HVAC REPLACEMENT PROJECT WITH F.M. PEARCE CO. INC.**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with F.M. Pearce Co. Inc. for the Union Oil Building HVAC Replacement, in the amount of $161,425.50.

10.F **CONTRACT FOR THE UNION OIL BUILDING WATERPROOFING PROJECT WITH ARDALAN CONSTRUCTION COMPANY INC.**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with Ardalan Construction Company Inc. for the Union Oil Building Waterproofing Project, in the amount of $112,295.20.

10.G **STORM DRAIN REPLACEMENT (PLEASANT TO SANTA PAULA STREET) PROJECT**

RECOMMENDATION:

Staff recommends that the City Council: Authorize a Section 41.10 Waiver, and approve a Contract Change Order for J&H Engineering, Inc. for $231,521.00, with an allowance for 15% contingency for a total of $266,249.00.

10.H **RETROACTIVE APPROVAL FOR DURHAM SCHOOL SERVICES (SUMMER CAMP TRANSPORTATION)**

RECOMMENDATION:

Staff recommends that the City Council:

Retroactively waive bidding requirements pursuant to SPMC 41.10 for a $22,006.03 expenditure for summer camp bus services (Durham School Services).

10.I **APPROVAL OF MINUTES**

- **City Council Special Meeting August 19, 2026**
- **City Council Regular Meeting August 19, 2026**
- **City Council Special Meeting August 25, 2026**
- **City Council Special Meeting September 2, 2026**
- **City Council Regular Meeting September 2, 2026**
- **City Council Regular Meeting September 16, 2026**
- **City Council Special Meeting September 28, 2026**
- **City Council Regular Meeting October 7, 2026**

RECOMMENDATION:

Staff recommends Council approve minutes.

11. PUBLIC HEARING

- Verification of posting notice by City Clerk
- Declaration of conflicts (if any)
- Declaration of ex parte contacts (if any)
- Open public hearing
- Staff presentation
- Public comments
- Close public hearing
- Discussion and action

12. ACTION ITEMS

12.A **ARRIVE SANTA PAULA PROJECT- REGULATORY AGREEMENT PROMISSORY NOTE AND DEED OF TRUST FOR 53 MARKET RATE UNITS TO DEED RESTRICTED AFFORDABLE UNITS AND RELATED CITY GRANT**

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution to:

1. Approve project-level entitlements enabling the conversion of 53 units

(40%) of the 132-unit market-rate component of the Arrive Santa Paula Project, to deed-restricted affordable units at or below 80% of Ventura County Area Median Income ("AMI");
2. Approve a one-time City loan/grant of $53,000 ($1,000 per restricted unit) to Alma Santa Paula, L.P., a California limited partnership. to enable Alma Santa Paula, L.P., to seek qualification of certain portions of the Project for the California welfare exemption from property tax under Revenue and Taxation Code section 214(g)(1)(A) and related Board of Equalization guidance (Rule 140(a)(2));
3. Approve, and authorize the City Manager to execute, the Regulatory Agreement and Declaration of Restrictive Covenants, the Promissory Note, and the Deed of Trust and Fixture Filing (with Assignment of Rents and Security Agreement) in substantially the forms attached hereto, subject to conforming and clarifying changes acceptable to the City Attorney; and
4. Authorize the City Manager to execute any other documents and take any other actions reasonably necessary to implement this action, including appointment of an Administrator to monitor compliance.

Presented by: City Manager, Dan Singer

12.B

REQUEST FOR FINANCIAL ASSISTANCE WITH CONSULTING SERVICES FOR DOWNTOWN SANTA PAULA PROPERTY AND BUSINESS IMPROVEMENT DISTRICT (PBID) RENEWAL

RECOMMENDATION:

It is recommended that the City Council:

Consider the downtown Santa Paula Property and Business Improvement District's (PBID) request for financial assistance with consulting services associated with a potential district renewal and expansion, and provide direction as appropriate.

Presented by: Aminah Mears, Deputy City Manager

12.C

UPDATE ON CLOSED SESSION MATTERS RELATED TO THE RALPH M. BROWN ACT AND DISTRICT ATTORNEY RESPONSE

RECOMMENDATION:

Receive and file the City Attorney's update concerning the Ventura County District Attorney's response regarding the City Council's June 23 and June 30, 2026 closed sessions.

13. ITEMS FOR FUTURE AGENDAS

13.A

FUTURE AGENDA ITEMS

RECOMMENDATION:

Staff recommends City Council review future agenda items.

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 Regular

From: Dale Goodman, Public Works Director

Subject: PUBLIC WORKS DEPARTMENT REPORT

Date: October 21, 2026

Agenda Item: 7.C

RECOMMENDATION:

BACKGROUND:

ANALYSIS:

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Donald Aguilar, Police Chief

Subject: SOFTWARE SERVICES PURCHASE FOR RECORDS MANAGEMENT SYSTEM DATA MIGRATION PLATFORM

Date: October 21, 2026

Agenda Item: 10.A

RECOMMENDATION:

Staff Recommends that City Council:

1. Waive formal bidding requirements pursuant to SPMC Section 41.10 and award LiftShift LLC a contract for a data archival platform and related services, based on a finding that LiftShift is the only vendor offering the product required for the Police Department's system.
2. Authorize the City Manager to execute the contract with LiftShift LLC in an amount not to exceed $56,250.

BACKGROUND:

In July of 2025, the Santa Paula Police Department transitioned to a comprehensive Records Management System (RMS) with Mark 43. The RMS with Mark 43 included comprehensive data collection from Computer Aided Dispatch (CAD) and all police records created by reports, citations, field contacts, and other Police Department databases.

The previous RMS, known as TracNet, was not able to be migrated to Mark 43 due to data archive platform and migration steps needed for that would support retrieval and transfer of the archived records. This data existed over a period of more than ten years. To prepare the TracNet database for implementation into Mark 43, the process of creating an archive platform is necessary as Step 1. Migration of the archive platform into Mark 43 is Step 2, which will be implemented at a later time.

ANALYSIS:

To complete Step 1 of the archive platform implementation, staff sought quotes from multiple vendors. After contacting numerous vendors, staff determined LiftShift LLC is the only vendor capable of performing this particular law enforcement records management data migration for Step 1 to the desired tracking and formatting of data archives. Liftshift LLC submitted a quote for $56,250, attached as Exhibit A.

The LiftShift agreement is a combination services and supplies agreement because, in

addition to the associated products and services, LiftShift provides an archive platform for the Police Department's system. Pursuant to SPMC 41.15, the City Manager may contract for professional services in an amount not to exceed $50,000. Accordingly, professional services agreements exceeding $50,000 require City Council approval.

Additionally, pursuant to SPMC 41.09, purchases of supplies and general services with an estimated value exceeding $50,000 are subject to the City's formal bid process, with the City Council having sole authority to award bids exceeding $50,000.

Pursuant to SPMC 41.10, the City Council may waive the purchasing procedures when required or desirable and consistent with state law, including where supplies or general services are available from only one vendor. Staff recommends that the City Council waive the formal bidding requirements based on a finding that LiftShift is the only vendor offering the product and archive platform required for the Police Department's system.

A Professional Services Agreement for the cost estimate is attached as Exhibit B.

A Software Services End User License Agreement Document is attached as Exhibit C.

Order Form pursuant to End User License Agreement is attached as Exhibit D.

STRATEGIC PLAN:

This item supports City Council's goal of creating an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating identified in Section C. Public Safety & Emergency Preparedness of the two-year Strategic Plan.

FISCAL IMPACTS:

The cost for the data migration purchase will be allocated from account GL # 100-5-4502-207.

OPTIONS:

1. Approve as recommended and waive the bidding requirements
2. Do not approve as recommended

ATTACHMENTS:

EXHIBIT A - LiftShift Services Estimate.pdf
EXHIBIT B - Professional Services Agreement.pdf
EXHIBIT C - LiftShift End User License Agreement.pdf
EXHIBIT D - LiftShift Order Form.pdf

SANTA PAULA DATA ARCHIVAL

Professional Services and Support

Grand Total (USD)

$56,250.00

BILL TO

City of Santa Paula Police Department
Commander Starna

805-933-4228
estarna@spcity.org

Estimate Number: SPD-004
Estimate Date: June 24, 2026
Valid Until: August 23, 2026
Grand Total (USD): **$56,250.00**

SKU	QUANTITY	PRICE	AMOUNT
Archival Assessment and Solution Design Discovery and design for the archive: working sessions to scope the source system, database, reports and fielded data. Produces a written design for the archive reports and implementation.	1	$10,000.00	$10,000.00
RMS Archive Implementation Services The archive platform is configured for a single RMS source database (Tracnet) on agency provisioned hardware. Roles and permissions are defined and configured. Core entities (case jackets, vehicles, property, and subjects) are defined and mapped. Four to six reports, varying in complexity, are built for delivery with an agile validation approach as each report completes. Reports will be validated by the agency team, through the platform, resulting in rapid real-time changes as allowed during working sessions. Delivery can span up to two environments, one production and one nonproduction (test), with hands-on deployment assistance and administrator documentation for agency staff to maintain.	1	$52,500.00	$52,500.00

LiftShift

LIFTSHIFT LLC
2850 34TH ST N #1001
St. Petersburg, Florida 33713
United States

Contact Information
8137583165
liftshift.io

SANTA PAULA DATA ARCHIVAL

Professional Services and Support

Grand Total (USD)

$56,250.00

SKU	QUANTITY	PRICE	AMOUNT
Active Archive Operations - Annual Renewal - Year 1 (included) Included with the implementation. While your support and maintenance are active, you'll have full archive operations (the management and lifecycle functions for archived records), plus the updates and patches we make generally available and up to 20 hours of technical assistance per year. That assistance covers diagnosing errors in the application, reviewing logs and error messages, taking an initial look at discrepancies in a delivered report, and helping determine whether an issue is coming from the archive, the source data, the report logic, or your infrastructure.	1	$0.00	$0.00
Active Archive Operations - Annual Renewal - Year 2 (optional) Optional annual renewal - $17,500/year, quoted and billed separately at renewal. Not included in this estimate total. You can view, search, save to PDF, and export your data at any time. Read-only access is permanent. It continues indefinitely for your single source system (Tracnet) whether or not you renew. Renewing keeps the active operations, updates, and support in place. If you choose not to renew after Year 1, those active functions end while your records remain fully viewable, searchable, and exportable.	0	$17,500.00	$0.00

LiftShift

LIFTSHIFT LLC
2850 34TH ST N #1001
St. Petersburg, Florida 33713
United States

Contact Information
8137583165
liftshift.io

SANTA PAULA DATA ARCHIVAL

Professional Services and Support

Grand Total (USD)

$56,250.00

Subtotal:	$62,500.00
10% Discount:	($6,250.00)
Grand Total (USD):	**$56,250.00**

Notes / Terms

Milestone 1 (25%) - Kick-Off: Due upon contract execution and project mobilization.

Milestone 2 (45%) - Validation: Due upon the first delivery and validation. The agreed report set comprises the approximately four to six reports, in addition to core entities (reports, subjects, vehicles, property and evidence) defined and accepted during the Archival Assessment and Solution Design. Reports beyond that set, or materially more complex than the samples reviewed during assessment, are handled after agency approval of professional services at $250/hr.

Milestone 3 (30%) - Due upon sign-off and go-live.

LiftShift

LIFTSHIFT LLC
2850 34TH ST N #1001
St. Petersburg, Florida 33713
United States

Contact Information
8137583165
liftshift.io

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 24th day of August, 2026 (the “Effective Date”), 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 LiftShift LLC, a Florida limited liability company, with its principal place of business at 7901 4th St N Ste 300 St. Petersburg, FL 33702 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the Tracnet Data Archival Platform Implementation project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term. Acceptance.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, services, and materials necessary to fully and adequately supply the professional data archival consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Changes. Changes to the Project scope, incorrect assumptions, missing prerequisites or additional services, tasks or functionalities may affect cost, resources or scheduling. Other circumstances may arise beyond Consultant’s control that may cause it to be unable to accomplish the Project objectives and would require a modification to the Scope of Services set forth in Exhibit “A.” Consultant agrees to promptly inform City of any factors, occurrences, or events that may impact Consultant’s ability to fulfill the requirements of this Agreement, result in schedule delays, or incur additional fees, and the Parties will memorialize such modification(s) in a mutually executed change order (each a “Change Order”) that details material changes to deliverables, fees and milestones, as applicable. Additionally, City may make a written request to Consultant to modify or add Services to the original scope of work set forth in Exhibit A. Consultant and City agree to discuss such modification in good faith, including its impact

on fees and the schedule, and the Parties will memorialize such modification(s) in a Change Order. If the Parties do not agree on a proposed Change Order, Consultant shall continue to perform the Services as set forth in Exhibit "A" and this Agreement shall otherwise remain in full force and effect.

3.1.3 Acceptance.

3.1.4 Upon completion of each phase of the Services, City shall have ten (10) business days to accept or reject the Services and related deliverables (the "Acceptance Period"). If, before the Acceptance Period expires, City gives Consultant written notice reasonably detailing how the Services or deliverables materially fail to conform to the requirements of Exhibit "A" (the "Specifications"), Consultant shall re-perform under the following provisions. Absent a timely written rejection, acceptance shall be deemed to occur upon expiration of the Acceptance Period.

3.1.5 Consultant shall have fifteen (15) days, or such other period agreed in Exhibit "A," to make the changes reasonably required to bring the Services or deliverables into material conformity with the Specifications. Consultant shall notify City of all changes made and resubmit the Services and deliverables to City for acceptance as provided above.

3.1.6 If the corrected Services or deliverables do not materially conform to the Specifications after two (2) re-work attempts, City may, in its sole discretion and in addition to the City's rights under Section 3.5: (a) accept the non-conforming Services or deliverables at a discount negotiated by the Parties; (b) require additional corrections on a mutually agreed schedule; or (c) terminate the affected Services and receive a refund of all pre-paid amounts corresponding to the non-conforming Services or deliverables.

3.1.7 Term. The term of this Agreement shall be from the Effective Date and shall continue until completion of the Year 1 Active Subscription described in Exhibit "A," unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty-Six Thousand Two Hundred Fifty and 00/100 Dollars** (**$56,250.00**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City an invoice which indicates work completed upon achievement of each milestone set forth in Exhibit "C. Each invoice shall identify the milestone achieved and describe the Services completed. The City shall, within 30 days of receiving such invoice (the "Due Date"), review the invoice and timely pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City must give written notice to Consultant of any disputed fees before the Due Date, and timely pay the undisputed portion of fees under such invoice. Payment shall not constitute acceptance of any

Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City. Extra Work shall be documented in a Change Order pursuant to Section 3.1.2 and, unless the Change Order provides otherwise, shall be billed at the rate set forth in Exhibit "C."

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services. Notwithstanding the foregoing, Consultant shall not be responsible or liable for any delay in performance, failure to meet any schedule or milestone, or any resulting damages or liability, to the extent caused by circumstances beyond Consultant's reasonable control, including, without limitation, the City's failure to timely perform its obligations and responsibilities under this Agreement (including provisioning infrastructure, providing access to the Source System, or delivering validation feedback or approvals). Any schedule or milestone affected by such circumstances shall be equitably extended by the period of delay.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City in accordance with Section 3.1.3.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant

cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Brendon Bigelow, LiftShift LLC (Managing Member).

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, to the extent not corrected through the acceptance process in Sections 3.1.3 through 3.1.6. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Data Security. Consultant shall implement and maintain reasonable safeguards appropriate to the nature and sensitivity of City data accessed or processed in connection with the Services. Consultant shall promptly notify City of any actual or reasonably

suspected unauthorized access to, acquisition, use, disclosure, loss, alteration, or destruction of City data and shall reasonably cooperate with the City in investigating and responding to the incident.

3.3.10 Period of Performance.

3.3.10.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.7 above ("Performance Time"). Consultant shall also perform the Services in accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones").

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

3.3.10.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation, except as provided in a Change Order under Section 3.1.2. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.11 Laws and Regulations; Employee/Labor Certification.

3.3.11.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner applicable to its performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with its performance of the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. Services provided by Consultant do not constitute legal or regulatory compliance advice. City will assess its legal, privacy, security, and regulatory requirements and whether use of the Services meets those requirements. City shall assume responsibility for City's own legal and compliance obligations ("City Legal Requirements"). City is responsible for notifying Consultant of any applicable City Legal Requirements.

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

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

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

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

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

3.3.12 Insurance.

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

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

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

(B) Automobile Liability Insurance: The City waives the Automobile Liability Insurance requirement for this Agreement because Consultant does not own vehicles and does not perform on-site work under the scope of Services.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease. Workers' compensation may be provided through Consultant's professional employer organization; a certificate under the PEO's master policy identifying Consultant as a covered client, with a waiver of subrogation in favor of the City, satisfies this requirement.

(D) Professional Liability (Errors & Omissions): Technology Professional Liability (Errors & Omissions) and Cyber Liability insurance, which may be written as a combined policy, covering acts, errors, omissions, negligence, or failures in the performance of technology and professional services, including, without limitation, data archival, conversion, migration, and processing, loss, corruption, or inability to access electronic data; failure to properly preserve, transfer, archive, or make available City data and network security and privacy breaches, including breach response and notification costs, with limits of not less than $2,000,000 per claim and $2,000,000 in the aggregate. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: In lieu of a cancellation notice endorsement, Consultant shall provide the City with written notice directly if any required policy is canceled, non-renewed, or its coverage reduced, within ten (10) business days for non-payment of premium and otherwise as promptly as practicable following Consultant's receipt of notice from its insurer.

(B) Intentionally Omitted.

(C) Professional Liability (Errors & Omissions):(1) Cancellation: In lieu of a cancellation notice endorsement, Consultant shall provide the City with written notice directly if any required policy is canceled, non-renewed, or its coverage reduced, within ten (10) business days for non-payment of premium and otherwise as promptly as practicable following Consultant's receipt of notice from its insurer. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: In lieu of a cancellation notice endorsement, Consultant shall provide the City with written notice directly if any required policy is canceled, non-renewed, or its coverage reduced, within ten (10) business days for non-payment of premium and otherwise as promptly as practicable following Consultant's receipt of notice from its insurer. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

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

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

3.3.12.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City hereby approves a deductible or self-insured retention of Fifty Thousand Dollars ($50,000) for Consultant's Technology Errors & Omissions / Cyber Liability (Professional Liability) coverage.

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

3.3.12.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Notwithstanding the foregoing, the City accepts Consultant's Technology Errors & Omissions / Cyber Liability (Professional Liability) coverage placed with a non-admitted surplus lines insurer rated no less than A- by A.M. Best (including under A.M. Best's prior ratings) through a licensed surplus lines broker.

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

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

3.3.12.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the

commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

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

3.5.1.2 Consultant's Termination for Cause. In addition to the foregoing, Consultant may terminate this Agreement upon written notice to City if City breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof. Consultant may also terminate this Agreement immediately upon written notice to City if the End User License Agreement is terminated by Consultant on account of City's uncured material breach.

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to the City, such approval not to be unreasonably conditioned, withheld, or delayed), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all third party claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner to the extent arising out of, pertaining to, or incident to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

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

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

Consultant: LiftShift LLC
2850 34th St N #1001
St. Petersburg, FL 33713
ATTN: Brendon Bigelow

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Chief of Police Don Aguilar

Such notice shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named above; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named above; (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier; or (iv) on the date and time of delivery shown in the records of the transmitting party after transmission by facsimile machine or email to the recipient named above.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Consultant's Proprietary Platform. Notwithstanding anything to the contrary in this Section 3.7.4, the Platform and all software, source code, tools, methodologies, know-how, templates, and other intellectual property owned by or licensed to Consultant, including any modifications, enhancements, configurations, or derivative works thereof (collectively, "Consultant IP"), are and shall remain the sole and exclusive property of Consultant. The City's access to and use of the Platform and Consultant IP is governed solely by the End User License Agreement and nothing in this Agreement grants the City any ownership

interest in, or any right to copy, modify, reverse engineer, sublicense, or reuse, the Platform or Consultant IP except as expressly permitted thereunder.

3.7.4.2 City Data and City Deliverables. Notwithstanding the foregoing, all data provided by or on behalf of the City, or accessed, collected, processed, or generated from City data in connection with the Services ("City Data"), shall remain the sole property of the City and the City shall own the Design Document and the administrator documentation delivered under Exhibit "A," subject to Consultant's retained rights in any Consultant IP embodied therein, which is licensed to the City as provided in the EULA. Upon the City's written request, Consultant shall return or securely destroy all City Data in Consultant's possession or control, except to the extent retention is required by law and shall certify such destruction upon request.

3.7.4.3 Intentionally Omitted.

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

3.7.4.5 Confidential Information. The City shall refrain from releasing Consultant's proprietary and non-public information, data, and trade secrets ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) business days after receipt of the written release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. The City shall have no obligation to withhold any record absent a court order or other protective relief, which Consultant may seek at its sole expense.

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

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Notwithstanding the foregoing, this Agreement does not supersede or modify the End User License Agreement between the Parties dated [DATE] (the "EULA") or Order Form No. 001 thereunder dated [DATE], which remain in full force and effect and exclusively govern the City's license to and use of the Platform. In the event of a conflict between this Agreement and the attached exhibits, this Agreement shall control.

3.7.7 Scope of Agreement; Relationship to EULA. This Agreement solely

governs the Services described herein. The City hereby agrees that the license to the Platform and any software, together with any related support services, shall be governed solely and exclusively by the End User License Agreement executed by the Parties and any applicable Order Form thereunder. In the event of any conflict between this Agreement and the End User License Agreement with respect to the license to the Platform or software or any related support services, the End User License Agreement shall control.

3.7.8 Limitation of Liability.

3.7.8.1 IN NO EVENT SHALL CONSULTANT BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF GOODWILL, EVEN IF CONSULTANT WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

3.7.8.2 CONSULTANT'S LIABILITY ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE DAMAGES THEORY, SHALL NOT EXCEED THE TOTAL FEES PAID AND PAYABLE BY THE CITY TO CONSULTANT UNDER THIS AGREEMENT. THE FOREGOING EXCLUSIONS AND CAP SHALL NOT APPLY TO: (A) CONSULTANT'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (B) CONSULTANT'S BREACH OF ITS CONFIDENTIALITY OR DATA SECURITY OBLIGATIONS; (C) LOSS, CORRUPTION, OR DESTRUCTION OF CITY DATA TO THE EXTENT CAUSED BY CONSULTANT'S BREACH OF THIS AGREEMENT OR NEGLIGENCE; OR (D) CONSULTANT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD. CONSULTANT'S AGGREGATE LIABILITY UNDER CLAUSES (A) THROUGH (C) OF THE PRECEDING SENTENCE SHALL NOT EXCEED TWO (2) TIMES THE TOTAL FEES PAID AND PAYABLE BY THE CITY TO CONSULTANT UNDER THIS AGREEMENT; LIABILITY DESCRIBED IN CLAUSE (D) SHALL NOT BE SUBJECT TO ANY CAP UNDER THIS AGREEMENT.

3.7.9 Source System Condition and Failure. The City acknowledges that the Source System (as defined in Exhibit "A") runs on legacy hardware that is at risk of failure and data loss. Consultant will use read-only access where the Source System supports it and will take reasonable care to minimize load on it. Consultant shall have no liability for any failure of the Source System or loss of data residing in the Source System, except to the extent caused by Consultant's gross negligence or material breach of this Agreement.

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

3.7.11 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no

such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.12 RESERVED.

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

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

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

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

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

3.7.18 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.

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

3.7.20 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.

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND LIFTSHIFT LLC

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

LIFTSHIFT LLC

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

1. Overview. LiftShift will implement its data archival software platform (the "Platform") on City-provisioned infrastructure to provide a read-only archive of designated legacy data from the City's single Tracnet records management system database (the "Source System"), enabling the City to retire the Source System while retaining searchable access to archived records through the Platform. The City hosts the Platform, the Source System, and all archived data on City-provisioned infrastructure. LiftShift does not host the Platform or City Data and performs the Services primarily by remote access to that infrastructure. The records and data elements to be archived (the "Archived Data Set") will be established report by report during Phase 2, as each report in the Report Set is built and validated. The Platform stores the Archived Data Set in a structured archive and presents it through configured report definitions. Each report in the Report Set is a configuration built with the Platform's design tools that defines a report type, including the entities and data fields it presents, the record relationships it draws together, the queries and filters that select its records, the search fields used to locate records, and the page layout for viewing and PDF export. Reports are defined through Platform configuration rather than custom software development, and report definitions are Platform configurations that remain part of the licensed Platform. The Platform supports search, retrieval, report-style viewing, and export of individual records as PDFs for records within the Archived Data Set as scoped below. Source System data that is not included in the Archived Data Set is not archived. Before retiring or decommissioning the Source System, the City is responsible for determining whether the Archived Data Set meets the City Legal Requirements (as defined in Section 3.3.11.1 of this Agreement), including the City's records retention requirements.

2. Archival Assessment and Solution Design (Phase 1). LiftShift will conduct remote working sessions with City staff to assess the Source System's database structure, existing reports, and fielded data, and to identify the report types the City requires. LiftShift will then deliver a written design (the "Design Document"), which will propose the Report Set of four (4) to six (6) reports and will define, for each report, the report type, its purpose, the principal entities it presents, its primary search fields, and the acceptance criteria for validation. The Design Document will also define the core entities (case jackets, subjects, vehicles, and property/evidence), the roles and permissions to be configured, and the validation process. The detailed data elements, record relationships, queries, and layout for each report will be established during Phase 2 as that report is built. LiftShift will separately deliver a specification for the deployment environments (the "Infrastructure Specification"), a technical document maintained by LiftShift that is not fixed by Design Document approval.

3. Design Document Approval. The City will review the Design Document and provide written approval (which may be given by email) or written requested revisions within ten (10) business days of delivery. Upon the City's written approval, the Design Document becomes the definitive scope for Phase 2, fixing the Report Set and the report types. Changes to the approved Design Document require a written Change Order. Phase 2 does not begin until approval. The City’s written approval of the Design Document constitutes acceptance of the Phase 1 deliverable for purposes of Sections 3.1.3 through 3.1.6 of this Agreement, and the review period stated above is the Acceptance Period for the Design Document. Under Section 3.3.5 of this Agreement, the City's Representative is authorized to give, on the City's behalf, the approvals, validations, and acceptances described in this Exhibit "A," including approval of the Design Document, validation of each report, and acceptance of each phase of the Services. A Change Order that does not change the total compensation or enlarge the Scope of Services may be approved in writing by the City's Representative; any other Change Order requires approval by the City Manager as provided in Section 3.3.5.

4. Archive Implementation (Phase 2). Upon written approval of the Design Document, LiftShift will:

(a) install and configure the Platform for the single Source System on City-provisioned infrastructure.

(b) ingest the extracted Tracnet data and archive the elements established for each report as it is built.

(c) define and map the core entities (case jackets, subjects, vehicles, and property/evidence) per the approved Design Document.

(d) build the Report Set and provision access through the Platform for the City to validate.

(e) deploy across up to two (2) environments (one production, one non-production).

(f) guide City staff through the Platform's key custody ceremony, which produces the City's key material (the "Escrow Kit").

(g) deliver administrator documentation sufficient for City staff to maintain the deployed environments.

5. Validation. The City is responsible for validating each report against its acceptance criteria in the approved Design Document, including confirming the data elements the report presents and verifying the accuracy of the data each report presents. The City will complete validation of each report within ten (10) business days of its presentation in the Platform. Reports not rejected in writing with the specific nonconformity identified within that period are deemed validated. Upon validation, that report's definition and the data elements it presents become part of the approved scope, and the elements it archives become part of the Archived Data Set. LiftShift will correct reported nonconformities with the approved Design Document. Corrections of nonconformities are governed by Sections 3.1.4 through 3.1.6 of this Agreement. Requested changes to a report that are not corrections are limited to three (3) rounds per report during validation, after which a written Change Order is required. The validation period for each report is the Acceptance Period for that report for purposes of Sections 3.1.3 through 3.1.6 of this Agreement. Changes to a validated report require a written Change Order.

6. Infrastructure Specification. LiftShift may revise the Infrastructure Specification by written notice where implementation findings reasonably require it, including where actual data volumes or usage differ from those assessed. LiftShift will identify material revisions as early as practicable. The City will provision and maintain infrastructure meeting the then-current Infrastructure Specification. Revisions to the Infrastructure Specification do not reopen or amend the approved Design Document. LiftShift will provide reasonable advance written notice of any material revision and any revision that materially increases the City's infrastructure costs shall require the City's written approval.

7. Go-Live. Go-Live occurs when each report in the Report Set has been validated or deemed validated under Section 5 and the production environment is serving the Archived Data Set. LiftShift will confirm Go-Live in writing. With that confirmation, LiftShift will deliver an updated Design Document recording the definition of each report in the Report Set as validated. If each report in the Report Set has been validated or deemed validated and the production environment is not serving the Archived Data Set within thirty (30) days thereafter for reasons attributable to the City, including delay in performing the City Responsibilities in Section 9, Go-Live is deemed to occur on that thirtieth (30th) day. Go-Live constitutes acceptance of the Report Set and the Phase 2 Services delivered as of Go-Live for purposes of Sections 3.1.3 through 3.1.6 of this Agreement.

8. Active Subscription (Year 1). LiftShift will provide support services, as part of the Year 1

Active Subscription which such subscription shall solely be governed by the terms of the EULA, which is included in the fixed fee under this Agreement and commences at Go-Live and continues for twelve (12) months, during LiftShift's normal business hours, consisting of: (a) assistance with use of the Software's existing features; (b) diagnosis and correction of failures of the Software to materially conform to the Documentation; and (c) assistance applying Software updates. LiftShift strives to respond to support requests within a reasonable timeframe, but LiftShift does not make any guarantees regarding response times, resolution times, or service levels. Support does not include: (i) Customer's or third parties' hardware, software, networks, or hosting environments; (ii) new configurations, reports, data work, or training; or (iii) correction of errors originating in Customer's legacy data rather than in the conversion. Capitalized terms used in this Section 8 and not otherwise defined in this Agreement (including "Software," "Documentation," and "Customer") have the meanings given in the EULA, and "Customer" refers to the City.

9. City Responsibilities. The Services depend on the City timely providing:

(a) server infrastructure meeting the then-current Infrastructure Specification (including operating system, container runtime, network access, DNS, and TLS certificates), and its ongoing hosting, patching, and administration.

(b) access to the Source System database, and associated file attachments if in scope per the Design Document, with any access credentials required. The City is responsible for the accuracy and completeness of delivered data.

(c) records staff for working sessions during Archival Assessment and Solution Design (Section 2) and report Validation (Section 5).

(d) IT staff for infrastructure provisioning and troubleshooting.

(e) the City's identity provider details for single sign-on, or its election to use Platform-managed accounts, and the assignment of roles and permissions.

(f) completion of the key custody ceremony and safekeeping of the Escrow Kit. The Platform encrypts archived data with keys held by the City, and LiftShift cannot recover archived data if the City loses its Escrow Kit.

(g) City-owned storage for Platform backups, if backup retention beyond the server is desired.

(h) timely written approvals and decisions reserved to the City, including Design Document approval and report Validation. Delays in City Responsibilities extend the schedule correspondingly and are not a default by LiftShift.

10. Assumptions.

(a) Tracnet is the one (1) Source System eligible for Data Archival under this Agreement.

(b) Delivered data is archived as-is, and data cleanup is not included.

(c) All Services are performed remotely by LiftShift.

(d) The City provides LiftShift an ODBC connection to the Source System database.

(e) If file attachments are in scope under the Design Document, the Platform stores a pointer to each attachment where it resides on City-provided storage. LiftShift does not copy, move, create, modify, or alter attachment files.

(f) The one-time conversion under Section 2.1 of the EULA may be performed through up to three (3) extractions of the Source System data, so that the Archived Data Set is current at Go-Live.

11. Out-of-Scope Services. The following are outside this scope and require a written Change Order, billed at LiftShift's professional services rate of $250 per hour unless otherwise agreed: reports beyond the Report Set, changes to validated reports, additional sources or systems, data cleanup, deduplication, or correction, infrastructure hosting or administration, custom development or integrations, and on-site services.

12. Data Handling. Consistent with Section 4.2 of the EULA, LiftShift will access and process City-provided data solely as necessary to perform the Services. LiftShift does not host City Data. Any City Data that LiftShift temporarily holds in performing the Services is handled under this Section 12. Within thirty (30) days after Go-Live or any earlier termination of this Agreement, LiftShift will delete or destroy all copies of the Source System database and extracted City Data in LiftShift's possession or control (excluding Platform configuration artifacts, including report definitions, and excluding the archive deployed on City infrastructure), and will certify such deletion or destruction to the City in writing upon request, unless the parties agree in writing to a longer retention period for support purposes.

EXHIBIT "B"
SCHEDULE OF SERVICES

The parties will collaborate in good faith on a mutually agreed project timeline following contract execution and Kick-off. Target dates are planning estimates, subject to City readiness (including infrastructure provisioning and validation feedback), and are not guaranteed completion dates.

Archival Assessment and Solution Design: Will commence within 30 days following the execution of this Agreement and required CJIS Documentation.

Archive Implementation: Will commence upon the City's written approval of the Design Document produced in Archival Assessment and Solution Design.

Go-Live Target: The parties will target Go-Live within twelve (12) months of the Effective Date. This target is subject to the City Responsibilities in Section 9 of Exhibit "A"; any period of delay in City Responsibilities extends the target correspondingly under Section 9(h) of Exhibit "A".

Performance Milestones: Consultant shall complete the Services within the term of this Agreement and shall meet the milestones set forth in Exhibit "C."

EXHIBIT "C"
COMPENSATION

1. Fixed Fees. Fixed fees for the Services total $56,250.00 (reflecting a subtotal of $62,500.00 less a one-time 10% discount of $6,250.00), invoiced on the milestone schedule below. Fees are stated in U.S. dollars and, except as expressly provided in the Agreement, are non-refundable once the corresponding milestone is achieved.

- Milestone 1 – Kick-off (25%): $14,062.50, invoiced upon execution of the Agreement and project mobilization.
- Milestone 2 – Validation (45%): $25,312.50, invoiced upon first delivery of the Report Set for validation.
- Milestone 3 – Go-Live (30%): $16,875.00, invoiced upon Go-Live.
- Total: $56,250.00.

2. Year 1 Active Subscription. The Year 1 Active Subscription described in Section 8 of Exhibit "A" is included in the fixed fees above at no additional charge. Optional annual renewals of the Active Subscription after Year 1 are made, priced, and invoiced solely under the EULA and the applicable Order Form (the Year 2 Active Subscription is offered at $17,500.00; subsequent years at Consultant's then-current rates, quoted in advance) and are not included in the total above or in the compensation payable under this Agreement.

4. EXTRA WORK / CHANGE ORDER RATE. WORK OUTSIDE THE SCOPE OF EXHIBIT "A" WILL BE PERFORMED ONLY AFTER THE PARTIES EXECUTE A WRITTEN CHANGE ORDER AND, UNLESS THE CHANGE ORDER STATES OTHERWISE (INCLUDING BY PRICING THAT WORK AS A FIXED FEE), WILL BE BILLED AT CONSULTANT'S PROFESSIONAL SERVICES RATE OF $250.00 PER HOUR.

4. Reimbursable Expenses. No expenses are authorized for reimbursement under this Agreement unless separately authorized in writing by the City.

END USER LICENSE AGREEMENT

This End User License Agreement ("**Agreement**") between LiftShift LLC, a Florida limited liability company ("**LiftShift**"), and 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, ("**Customer**"), is effective on the date set forth in the referencing Order Form. Customer's use, and LiftShift's provision, of the Software or Professional Services (defined hereinafter) is governed by the terms and conditions of this Agreement.

In the event of a conflict between the terms of this Agreement, and/or any applicable Order Form, the order of precedence shall be: (i) this Agreement, then (ii) the applicable Order Form, unless such Order Form expressly states otherwise or clearly intends to override the related provision in this Agreement.

1. DEFINITIONS

1.1. "Active Subscription" means the purchase by Customer of LiftShift's Software and additional features beyond the read-only version of the Software.

1.2. "Authorized Reseller(s)" means, Mark43 or another entity authorized by LiftShift to sell the Software or Professional Services.

1.3. "Customer Data" means all graphic user interface, text, content, images, video, designs, products, computer programs, drawings, documentation, and other materials of any kind posted, submitted, provided or otherwise made available to LiftShift by Customer in connection with the Software and Professional Services.

1.4. "Documentation" means the documents, help files, and other textual matter, in any form or media, that are included with the Software and describe its specifications, functionality, and limitations.

1.5. "Effective Date" means the earlier of the following: (i) the date of last signature to this Agreement, (ii) the effective date of the first Order Form, or (iii) the date the Software is first made available to Customer.

1.6. "Fee(s)" means the fee(s) charged by LiftShift for the Software, Active Subscriptions, or Professional Services based on the Sources (defined below).

1.7. "On-Premises" means on computers owned or managed by Customer or the Authorized Reseller.

1.8. "Order Form" means an ordering document executed by Customer and LiftShift or one of its Authorized Resellers, referencing this Agreement and calling for provision of one or more Software or Professional Services.

1.9. "Personnel" means individual employees, contractors, and agents of Customer, whether Customer is an individual or entity.

1.10. "Professional Services" means: (a) any support services related thereto or (b) deliverables provided through Custom Services (as defined herein).

1.11. "Sources" means a discrete legacy system, database, or dataset expressly identified in

an Order Form.

1.12. "Software" means the applicable LiftShift data management software purchased by Customer, whether or not in an Order Form.

2. ACCESS AND USE

2.1. ***Read-only License and Active Subscription***. The Software includes a read-only license, allowing users to search, view, and export their data to PDF format within the Software from Sources identified in the applicable Order Form. A Customer will provide their legacy data from each Source, which LiftShift will convert to an open-source format for use within the Software under the applicable Order Form. The purchase of a Software license entitles Customers to a one-time conversion of their legacy data supported by LiftShift. Customers may also purchase an Active Subscription. Third-party integrations and ongoing support require an Active Subscription. Customers who do not maintain an Active Subscription shall retain the read-only license to the Software.

2.2. ***License.*** For Software that is licensed to Customer, subject to the terms and conditions of this Agreement and Customer's payment of all applicable Fees, LiftShift hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable, right and license to install and use the Software solely for internal governmental, commercial, or business use (the "Permitted Use"), in accordance with the terms and conditions of this Agreement and as applicable and as specified on each Order Form, and licensed on a per-Customer (entity-wide) basis for use by Customer's Personnel, and not per user, seat, or device and, in all cases, to use the Documentation provided in connection with such Software solely for the purpose specified in Section 2.5 below.

2.3. ***Orders Through Authorized Resellers***. To the extent Customer purchases the Software or Professional Services through an Authorized Reseller: (a) all references to an Order Form in this Agreement shall refer to an ordering document between Customer and the Authorized Reseller; (b) this Agreement governs Customer's use of the Software; and (c) Customer will submit any warranty or refund credit claims directly to the Authorized Reseller, who will be solely responsible for issuing any refunds. Any terms agreed to between Customer and the Authorized Reseller that are in addition to this Agreement are solely between Customer and the Authorized Reseller and will not be binding on or have any force or effect with respect to LiftShift. If the relationship between Customer and any Authorized Reseller or LiftShift and any Authorized Reseller is terminated, Customer will still hold any rights purchased under this Agreement. At such time, LiftShift will convert to billing Customer directly, or a successive Authorized Reseller will bill Customer. Customer agrees to provide timely and reasonable cooperation during any such transition.

2.4. ***Restrictions.*** All rights to Software or Professional Services not expressly granted under this Agreement are hereby reserved to LiftShift, and no rights are granted by implication or otherwise. Without limiting the generality of the foregoing, Customer shall not (and Customer shall also ensure that Customer's Personnel and Affiliates shall not):

2.4.1. share, provision, or repurpose their license to the Software with other agencies or entities;

2.4.2. share, provision, or repurpose their credentials to give any outside

system access without an Active Subscription;

2.4.3. access or permit access to the Software by any external system, integration, script, or automated process (including any Authorized Reseller platform), or access, query, or modify the Software's underlying datastore other than through the Software, in each case except pursuant to an Active Subscription. Notwithstanding the foregoing, converted Customer Data, in open-source format, remains available to the Customer at all times;

2.4.4. modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software or Professional Services, including without limitation through any loan, encumbrance, or lease;

2.4.5. use the Software and/or Professional Services for any purpose other than as provided in this Agreement;

2.4.6. attempt in any way to: a) tamper with the underlying code of the Software or b) reverse engineer, decompile, decrypt, disassemble, or otherwise reduce the Software to human-readable form;

2.4.7. remove any proprietary notices, labels, or marks on or in any copy or version of the Software or Documentation;

2.4.8. claim any rights in the Software other than its right to use the Software;

2.4.9. export or use the Software for any illegal activity, in violation of US or other applicable laws and regulations, or that may damage or hamper the reputation and/or goodwill of LiftShift;

2.4.10. intentionally interfere or disrupt LiftShift servers or networks, or disobey any network access or security requirements, policies, procedures or regulations of LiftShift;

2.4.11. create programs competing with, materially similar or identical to the Software based on the use or reference to LiftShift's Confidential Information disclosed under this Agreement; or

2.4.12. use any Software or Professional Services to gain unauthorized access to computer systems or devices.

2.5. ***Documentation.*** Customer may access and use the Documentation solely in connection with the Permitted Use and to support use of the Software or Professional Services as expressly authorized in this Agreement. Customer may reproduce all Documentation for its internal use only pursuant to this Agreement and incorporate it, in whole or in part, into its own training materials relating to the Permitted Use provided such is removed in the event Documentation is returned.

2.6. ***Client Obligations.***

2.6.1. Customer is responsible for obtaining Internet access or other services necessary to use the Software and Professional Services. LiftShift shall have no responsibility for any Customer-procured third-party software or hardware nor for any errors caused thereby.

2.6.2. Customer is responsible for providing its legacy data to LiftShift.

2.6.3. Customer is responsible for the downloading and implementation of the Software on its own devices.

2.6.4. Customer will use reasonable measures to prevent unauthorized access to or use of the Software or Professional Services and notify LiftShift promptly upon Customer becoming aware of any such unauthorized access or use.

2.6.5. Customer will use the Software and Professional Services only in accordance with the Documentation and applicable laws and government regulations.

2.7. ***General.*** For clarification, Customer's Personnel may access and use the Software subject to such Personnel's strict adherence to and compliance with the terms and conditions of this Agreement. Customer shall be solely responsible for any breach of this Agreement by any of Customer's Personnel or Affiliates and will ensure that it has the necessary agreements in place to ensure all Affiliates and Personnel comply with the obligations herein. Customer is solely responsible and liable for (1) preserving the secrecy of its usernames and passwords, and (2) any and all activity that occurs under Customer's, or its Personnel's, account. LiftShift's Software and Professional Services may include integrations with third-party products and services. LiftShift is not responsible for the functionality or availability of these third-party integrations, and Customer's use of them is at Customer's own risk. Customer acknowledges and agrees that any issues or disputes arising from the use of third-party integrations are solely between Customer and the applicable third-party provider.

2.8. ***Read-Only.*** An applicable Order Form may provide Customer with the read-only version of the Software (the "Read-Only Software"), which Customer may access and use (which may be at no additional cost to Customer) solely for Customer's internal business or governmental purposes. Subject to Customer's payment in full of all fees due under the applicable Order Form, the license granted to Customer pursuant to any such Order Form for the Read-Only Software is limited, revocable, nonexclusive, non-transferable, non-sublicensable, and non-assignable, and survives expiration, non-renewal, or termination of any Active Subscription and any expiration or termination of this Agreement or any Order Form, except termination by LiftShift for Customer's uncured material breach pursuant to Section 6.2.1. THE READ-ONLY SOFTWARE IS PROVIDED "AS-IS" WITHOUT ANY REPRESENTATIONS OR A WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. IN THE EVENT CUSTOMER FAILS TO PAY THE AMOUNT AGREED UPON IN AN APPLICABLE ORDER FORM, LIFTSHIFT MAY TERMINATE CUSTOMER'S ACCESS TO THE READ ONLY SOFTWARE IF SUCH FAILURE IS NOT CURED WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE TO CUSTOMER; PROVIDED, HOWEVER, THAT LIFTSHIFT MAY SUSPEND SUCH ACCESS IMMEDIATELY UPON WRITTEN NOTICE IF SUCH FAILURE IS ACCOMPANIED BY A BREACH OF SECTION 2.4 THAT CAUSES IMMEDIATE AND IRREPARABLE HARM TO LIFTSHIFT AND SHALL PROMPTLY RESTORE SUCH ACCESS UPON CURE OF SUCH FAILURE AND BREACH. LIFTSHIFT WILL HAVE NO INDEMNITY OR SUPPORT OBLIGATIONS UNDER THIS AGREEMENT

FOR THE READ ONLY SOFTWARE. LIFTSHIFT'S TOTAL LIABILITY WITH RESPECT TO THE READ ONLY SOFTWARE ARISING IN ANY WAY OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. This Section 2.8 will supersede any conflicting terms in this Agreement or any Order Form.

3. PROFESSIONAL SERVICES.

3.1. **Professional Services.** Professional Services provided by LiftShift shall encompass both Support Services and Custom Services.

3.1.1. **Support Services.** LiftShift will provide support services as a part of an Active Subscription, during LiftShift's normal business hours, consisting of: (a) assistance with use of the Software's existing features; (b) diagnosis and correction of failures of the Software to materially conform to the Documentation; and (c) assistance applying Software updates. LiftShift strives to respond to support requests within a reasonable timeframe, but LiftShift does not make any guarantees regarding response times, resolution times, or service levels. Support does not include: (i) Customer's or third parties' hardware, software, networks, or hosting environments; (ii) new configurations, reports, data work, or training; or (iii) correction of errors originating in Customer's legacy data rather than in the conversion. Excluded items may be available as Professional Services under an Order Form.

3.1.2. ***Custom Services.*** LiftShift or an Authorized Reseller shall provide such professional services that LiftShift or such Authorized Reseller has agreed to provide or makes available to Customer ("Custom Services") or as may be specified in an Order Form. The Custom Services performed shall be of professional quality and consistent with generally accepted industry standards for services of a similar nature.

3.2. Customer will reasonably cooperate and use good faith efforts with LiftShift to facilitate the performance of the Professional Services.

3.2.1. Each party will retain all rights, title and interest in their Pre-Existing Works. Except as explicitly set forth herein, each party reserves all intellectual property rights not expressly granted to the other party, and no right, title or interest in a party's Pre-Existing Works are transferred to the other party. To the extent applicable, Customer hereby grants LiftShift or such Authorized Reseller a non-transferable, non-exclusive, world-wide and royalty free license to use Customer's Pre-Existing Works necessary to provide the Professional Services. To the extent LiftShift Pre-Existing Works are incorporated into the Professional Services, such LiftShift Pre-Existing Works are provided to Customer in a non-transferable, non-exclusive, world-wide and royalty free license to use solely for Customer's internal business purposes subject to the Agreement, and expressly conditioned on Customer's compliance with the terms of the Agreement. "**Pre-Existing Work**" means all rights, title and interest in and to a party's technology, materials, or data, and Confidential Information, including all intellectual

property rights imbued to a party as of the Effective Date.

3.2.2. WITH REGARD TO PROFESSIONAL SERVICES, LIFTSHIFT DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LIFTSHIFT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

4. INTELLECTUAL PROPERTY.

4.1. ***OWNERSHIP IN GENERAL.*** The Software offered pursuant to this Agreement, and all copies thereof, are licensed (or otherwise made available and accessible as the case may be), not sold, and Customer receives no title to or ownership of the Software itself or any copies thereof. LiftShift retains exclusive ownership of the Software or Documentation, including any media on which they are provided to Customer. Customer receives no intellectual property license: (a) to any Software or Documentation; or (b) to any other Software or Professional Services. Customer shall not (i) make any assertion contrary to the preceding sentence, (ii) jeopardize LiftShift's proprietary rights in the Software or Professional Services, or (iii) attempt to acquire any rights to the Software or Professional Services, other than the limited rights which are expressly provided by LiftShift in this Agreement. Customer hereby acknowledges that the Software and Documentation are works protected under United States federal copyright law and protected by other intellectual property rights and embody valuable confidential and secret information of LiftShift and its third-party licensors. LiftShift shall own all rights in any copy, translation, modification, adaptation, or derivation of the Software or Professional Services or other items of LiftShift's Confidential Information, including any improvement or development thereof, and Customer shall, and hereby agrees to, execute such assignment documents as LiftShift reasonably requests to perfect, confirm, or transfer all such ownership rights.

4.2. ***CUSTOMER DATA.*** LiftShift acknowledges that Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data. Customer hereby grants to LiftShift a non-exclusive, royalty-free, worldwide license to transmit and store Customer Data and perform all acts with respect to Customer Data as may be necessary for LiftShift to provide the Software or Professional Services to Customer. LiftShift shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the provision of Software or Professional Services, and maintaining and supporting the Software or Professional Services. Notwithstanding the foregoing, LiftShift may disclose Customer Data as required by applicable law or by proper legal or governmental authority. LiftShift shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense, unless such action or notice is prohibited by applicable law or by proper legal or governmental authority. In any event, LiftShift will not use Customer Data or derive information from it for any advertising or other marketing purposes without Customer's express written consent. LiftShift does not host and is not responsible for hosting the Software or Customer Data. The Customer is responsible for procuring and maintaining

the hosting environment, whether Customer's own or that of the Authorized Reseller or another third party engaged by Customer; any fees for such hosting are solely between Customer and the applicable third party provider. During the performance of Professional Services, LiftShift may access and temporarily process Customer Data solely as necessary to perform such Professional Services. Upon Customer's acceptance of the applicable deliverables, LiftShift will delete or destroy Customer Data in its possession or control (excluding Software configuration artifacts) and will certify such deletion or destruction to Customer in writing upon request. In no event shall LiftShift be liable for any third party provider or any of its tools, hosting, or software, and Customer agrees to look solely to the applicable third party provider for any liabilities, claims, damages, or issues arising out of or related thereto.

5. FEES; PAYMENTS; AUTO-RENEWALS.

5.1. ***Fees.*** Customer shall pay all fees associated with the Software and Professional Services, as specified in the applicable Order Form or in accordance with LiftShift's then current rates, including such reasonable extra fees as LiftShift may charge for credit card payments. Fees and rates shall be based on the Sources defined in the applicable Order Form and are fixed for the applicable term of such Order Form. Any increase in fees or rates shall apply only upon renewal of the applicable Order Form term and only upon at least sixty (60) days' prior written notice to Customer.

5.2. ***Subscription.*** The price for an Active Subscription will be displayed on the Order Form. The total cost charged to Customer's payment method for each Active Subscription will be the cost on the billing date for Customer's Active Subscription, plus any applicable sales tax and fees.

5.3. ***Payments.*** LiftShift or the Authorized Reseller shall invoice Customer for all Fees due under the applicable Order Form. Purchases through an Authorized Reseller are subject to the invoicing and payment policies of the applicable Authorized Reseller. If Customer makes a purchase directly through LiftShift, LiftShift shall invoice the Customer and Customer shall pay each invoice within thirty (30) days of its issuance.

5.4. ***Refunds.*** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, PAYMENT OBLIGATIONS ARE NON-CANCELABLE, AND FEES PAID ARE NON-REFUNDABLE AND THERE ARE NO CREDITS FOR PARTIALLY USED ACTIVE SUBSCRIPTION PERIODS.

5.5. ***Third Party Payment Processor.*** Customers agrees to be bound by any payment processor designated on the Order Form. As a condition of using the Software, Customer agrees to provide LiftShift accurate and complete information about Customer and Customer's business, and Customer authorizes LiftShift to share it and transaction information related to the use of the payment processing services. Customer also authorizes LiftShift to pass on information provided by Customer to the payment processor, so the payment processor may use it to protect the integrity of Customer's account.

5.6. CUSTOMER MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR CUSTOMER'S BILLING ACCOUNT. CUSTOMER MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP CUSTOMER'S BILLING

ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND CUSTOMER MUST PROMPTLY NOTIFY LIFTSHIFT OR PAYMENT PROCESSOR IF CUSTOMER'S PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF CUSTOMER BECOMES AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF ANY USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS, IF APPLICABLE, OR ON CUSTOMER'S ACCOUNT SETTINGS. IF CUSTOMER FAILS TO PROVIDE ANY OF THE FOREGOING INFORMATION, CUSTOMER AGREES THAT LIFTSHIFT MAY CONTINUE CHARGING CUSTOMER FOR ANY USE OF THE SOFTWARE UNDER CUSTOMER'S BILLING ACCOUNT UNLESS CUSTOMER HAS TERMINATED THIS AGREEMENT AS SET FORTH HEREIN.

5.7. ***Withdrawals.*** All payments shall be initiated by Customer upon receipt of an invoice. Customer does not authorize LiftShift, the Authorized Reseller, or any third-party payment processor to initiate electronic withdrawals from any Customer account.

5.8. ***Auto-Renewal.*** Customer agrees that at the end of each billing cycle, the Active Subscription will automatically renew and the payment method for such Active Subscription will automatically be charged at the start of each new Active Subscription period for the fees and taxes applicable to that billing cycle, under the same conditions as the prior billing cycle unless Customer terminated this Agreement prior to the renewal date. LiftShift shall provide a notice of the upcoming renewal to Customer at least sixty (60) days prior to the end of a billing cycle. In the event that Customer fails to renew its Active Subscription, the Customer's license to the Software will convert to a read-only license thirty (30) days after the final day of the previous billing cycle. Notwithstanding the foregoing, Customer may opt out of automatic renewal by written notice to LiftShift or the Authorized Reseller at least thirty (30) days prior to the renewal date. Renewal of any Active Subscription is subject to the appropriation of sufficient funds by Customer's City Council for the applicable fiscal year; non-appropriation shall not constitute a breach of this Agreement, and upon non-appropriation Customer's license shall convert to the read-only license as provided herein.

6. TERM; TERMINATION.

6.1. ***Term.*** The term of this Agreement is effective as of the Effective Date and continues in full force and effect for so long as an Order Form is in effect (the "Term"), unless earlier terminated by either party in accordance with this Section. The Order Form term, including any renewal terms thereof, shall be set forth in the applicable Order Form. No Active Subscription, term for Professional Services, or other rights to any LiftShift product or services will continue after any termination of this Agreement. Notwithstanding the foregoing, any license for the read-only version of the Software shall survive any termination of this Agreement.

6.2. ***Termination for Cause***. This Agreement may be terminated in whole or in part for cause as follows:

6.2.1. Upon a material breach of this Agreement: (a) immediately upon written notice by the non-breaching party if the breach is not capable of being

cured; or (b) if the breach is capable of being cured, if the breach is not cured within thirty (30) days after receipt by the breaching party of written notice thereof. A breach by a party of its obligations with respect to Professional Services will not alone constitute a breach by that party of its obligations with respect to any Active Subscription, even if purchased under the same Order Form.

6.2.2. Immediately and without an opportunity to cure upon written notice to a party in the following cases: (a) either party files bankruptcy or is declared insolvent; (b) either party is the subject of an order made or a resolution passed for the administration, winding-up or dissolution; (c) either party has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets; (d) either party enters into or proposes any composition or arrangement with its creditors generally; or (e) either party is the subject of any events or circumstances analogous to any of the foregoing (a) through (d) in any applicable jurisdiction.

6.3. ***Effect of Termination.*** Termination of this Agreement in accordance with Section 6.2 will also terminate any then-current Order Forms. In the event of termination by LiftShift in accordance with Section 6.2, Customer shall not be entitled to a refund of any prepaid fees or expenses paid prior to the effective date of termination, and Customer shall remain liable for all fees and expenses due and payable through the end of the current billing cycle.

6.4. ***Obligations on Termination or Expiration*.** Upon expiration or termination of this Agreement or any Order Form Customer shall promptly cease all use of the Software and, within five (5) days of the effective date of such termination, delete, return, or destroy all copies of the Software and Documentation in Customer's possession or control, and certify such deletion, return, or destruction to LiftShift in writing upon request. In the event of any such termination, Customer remains responsible for the payment of any Fees and other amounts incurred as of the effective date of such termination. In all other cases of expiration or termination, the Read-only License survives as set forth in Section 2.8, in all cases, Customer retains its Customer Data and may export the open-source format. All Documentation and other materials provided to, or created for, Customer shall no longer be accessible by Customer and may be deleted in their entirety by LiftShift immediately as of the effective date of termination or expiration.

7. REPRESENTATIONS AND WARRANTIES.

7.1. ***Representations and Warranties***. LiftShift represents and warrants that the Software and Professional Services shall materially conform to any Documentation. To submit a warranty claim under this Section, Customer shall submit a support request to resolve the non-conformity. If the non-conformity persists without relief more than thirty (30) days after written notice of a warranty claim provided to LiftShift under this Section, then Customer may terminate the affected Software and shall receive a refund of any prepaid, unused Fees for the terminated Software. THIS SECTION SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND LIFTSHIFT'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

7.2. ***Disclaimer.*** LIFTSHIFT HEREBY EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, LIFTSHIFT DOES NOT WARRANT OR REPRESENT THAT: (a) THE OPERATION OF THE SOFTWARE OR PROFESSIONAL SERVICES WILL BE REASONABLY UNINTERRUPTED OR ERROR-FREE; (b) THAT THE SOFTWARE OR PROFESSIONAL SERVICES WILL OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SERVICE; OR (c) THAT THE SOFTWARE OR PROFESSIONAL SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION. SOFTWARE AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS," AND LIFTSHIFT MAKES NO PROMISES, REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESSED OR IMPLIED, REGARDING THE SOFTWARE OR PROFESSIONAL SERVICES.

7.3. ***No Custody, No Recovery***. IN NO EVENT WILL LIFTSHIFT HOLD COPY OF ANY CUSTOMER KEY, BACKUPS, OR CUSTOMER DATA AND CANNOT RECOVER SUCH DATA IF LOST. LOSS OF BOTH THE ESCROW KIT AND THE BACKUPS IS PERMANENT BY DESIGN. THE CUSTOMER OWNS ITS DATA. CUSTOMER DATA LEAVES THE SOFTWARE ONLY AT THE CUSTOMER'S DIRECTION, THROUGH EXPORT OR THE CUSTOMER'S AUTHORIZED INTEGRATIONS. ONCE DELIVERED, THE CUSTOMER DATA IS OUTSIDE OF LIFTSHIFT SYSTEMS AND LIFTSHIFT HOLDS NO COPY AND NO RESPONSIBILITY FOR CUSTOMER DATA. THE RECIPIENT'S HANDLING, INCLUDING CACHED COPIES IN THE RESELLER'S PLATFORM, IS GOVERNED BY THE RECIPIENT'S OWN AGREEMENTS WITH THE CUSTOMER.

8. ARTIFICIAL INTELLIGENCE.

8.1. ***Usage.*** LiftShift may use artificial intelligence tools (collectively, "AI Technology") in developing the Software and in preparing configuration deliverables, including schema mappings and report templates. In preparing such deliverables, AI Technology operates only on schema metadata, such as table and field names, data types, and structural definitions, containing no record content. LiftShift will not provide any other Customer Data, including criminal justice information, to any AI Technology, and will not use Customer Data to train any artificial intelligence or machine learning model for the benefit of any third party. The Software does not use AI Technology to create, modify, redact, seal, or delete records. AI Technology features of any Authorized Reseller platform or other third-party product are governed by Section 2.7.

8.2. LIFTSHIFT PERSONNEL USE COMMERCIALLY REASONABLE EFFORTS TO REVIEW ALL DELIVERABLES PREPARED USING AI TECHNOLOGY PRIOR TO DELIVERY. SUCH DELIVERABLES ARE SUBJECT TO THE SAME ACCEPTANCE PROCEDURES AND WARRANTIES. CUSTOMER ACKNOWLEDGES THAT CONTENT CREATED BY SUCH AI TECHNOLOGY MAY NOT BE ACCURATE OR UP TO DATE. CUSTOMER ACKNOWLEDGES THAT THE AI TECHNOLOGY IS NOT DESIGNED OR INTENDED TO MEET CUSTOMER'S NEEDS,

EXPECTATIONS, OR LEGAL, REGULATORY, OR COMPLIANCE OBLIGATIONS. CONTENT CREATED BY AI TECHNOLOGY MAY NOT BE CONSIDERED PROPRIETARY UNDER APPLICABLE INTELLECTUAL PROPERTY LAW.

9. INDEMNIFICATION.

9.1. ***LiftShift.*** LiftShift shall indemnify, defend, and hold harmless, at its own expense any third party action, claim, suit or proceeding against Customer to the extent based on a claim or allegation that the Software or Professional Services, as made available to Customer by LiftShift and used in accordance with the terms and conditions of this Agreement, actually or allegedly infringes a United States registered patent, copyright or trademark, and LiftShift shall pay the costs and damages finally awarded against Customer that are specifically attributable to such claim or those costs and damages agreed to by LiftShift in a monetary settlement of such action. Notwithstanding the foregoing, LiftShift has no responsibility pursuant to the preceding sentence for any claim , and Customer shall indemnify, defend, and hold harmless, at its own expense any third party action, claim, suit or proceeding against LiftShift, its officers, employees, agents, or Affiliates to the extent arising out of or related to: (a) any modification to a Software or Professional Service not made by LiftShift; (b) compliance with Customer's designs, specifications, or instructions or Customer Data; (c) any combination or use of the applicable Software or Professional Service with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use and not authorized by LiftShift; (d) Customer failure to use the Software or Professional Services in accordance with the applicable Documentation and/or outside the scope of the rights granted under this Agreement; (e) Customer's continued use of the allegedly infringing Software or Professional Services after being notified of the alleged infringement claim or after being provided a modified version of the Software or Professional Service by LiftShift at no additional cost that is intended to address such alleged infringement; (f) or Customer's material breach of this Agreement.

9.2. ***IP.*** If the Software becomes or, in LiftShift's opinion, is likely to become the subject of an injunction preventing its use as contemplated herein, LiftShift may, at its option: (a) procure for Customer the right to continue using such Software; (b) replace or modify such Software so that it becomes non-infringing without substantially compromising its functionality; or if (a) and (b) are not commercially practical in LiftShift's reasonable opinion, (c) terminate Customer's rights to the allegedly infringing Software. In case of termination pursuant to this Section, LiftShift shall refund: (i) the license Fees paid by Customer for the allegedly infringing Software, less depreciation at the rate of 1/3 of such license Fees per year, or, if licensed at the time by Customer for less than one (1) year, a pro rata portion of the license Fees for that part of the year from the date of payment by Customer to the date of termination of the perpetual license for such allegedly infringing Software; or (ii) the prepaid and unused pro-rata portion of the Fees for the Active Subscription for the allegedly infringing Software. If LiftShift selects the option 9.2(b) or 9.2(c) herein, Customer shall immediately cease use of the allegedly infringing Software. THIS SECTION SETS FORTH LIFTSHIFT'S ENTIRE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ALLEGED OR ACTUAL INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY SOFTWARE OR PROFESSIONAL SERVICES.

9.3. ***Customer.*** Customer shall defend and indemnify LiftShift against any claim made or brought against LiftShift by a third party arising from Customer's provision, monitoring or collection of Customer Data in violation of applicable laws or third party rights.

9.4. ***Procedure.*** The indemnified party shall provide the indemnifying party with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such claim, at the indemnifying party's expense. The indemnifying party shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing. The indemnifying party shall not, without the indemnified party's prior written consent, settle any claim in a manner that imposes any non-monetary obligation or liability on, or requires any admission of fault by, the indemnified party.

10. CONFIDENTIALITY.

10.1. ***Disclosure of Confidential Information.*** The parties acknowledge that, in the course of performance of this Agreement, one party (the "Disclosing Party") may find it necessary to disclose or permit access to its Confidential Information to the other party (the "Receiving Party"). The Disclosing Party's disclosure of, or provision of access to, its Confidential Information to the Receiving Party is solely in furtherance of this Agreement.

10.2. ***Confidential Treatment.*** The Receiving Party shall (a) only use the Confidential Information for the purpose of performing its obligations under this Agreement; (b) hold the Confidential Information in confidence and secure, protect and maintain the confidentiality of the Confidential Information, using the same degree of care as it uses to protect its own information of like nature, but in no circumstances less than reasonable care; and (c) not disclose the Confidential Information to others except as expressly permitted under this Agreement or as expressly authorized in writing by the Disclosing Party.

10.3. ***Permitted Disclosure.*** Notwithstanding anything to the contrary in this Section titled "Confidentiality," the Receiving Party may disclose the Confidential Information: (a) to its or its Affiliates' employees, agents, and consultants who require it on a need-to-know basis in connection with their duties in performing the Receiving Party's obligations under this Agreement and; (b) to the Receiving Party's auditors, outside counsel, accountants and other similar business advisors; in each case, who are contractually or legally obligated to hold such Confidential Information in confidence and restrict its use consistent with the Receiving Party's obligations under this Agreement, provided that, in each case, the Receiving Party shall remain responsible for all acts and omissions of such persons regarding the Confidential Information.

10.4. ***Compelled Disclosure.*** To the extent the Receiving Party is required to disclose Confidential Information under Law or pursuant to a duly authorized subpoena, court order or government authority (collectively, "**Legal Process**"), the Receiving Party shall (a) unless prohibited by Legal Process, provide the Disclosing Party with advance notice of such disclosure requirement or obligation and permit Disclosing Party to seek a protective order or other appropriate remedy protecting its Confidential Information from disclosure; and (b) limit the release of the Confidential Information to the greatest extent possible under the circumstances. Notwithstanding any other provision of this Agreement,

Customer is a public agency subject to the California Public Records Act (Cal. Gov. Code § 7920.000 et seq.) and the Ralph M. Brown Act and disclosure of records, including this Agreement, in accordance with such laws shall not constitute a breach of this Agreement. If Customer receives a request for records that includes Confidential Information of LiftShift, Customer will provide reasonable notice to LiftShift so that LiftShift may, at its sole expense, seek appropriate protective relief, and Customer shall have no obligation to withhold any record absent a court order.

10.5. ***Exceptions.*** Obligations under this Section titled "Confidentiality" shall not apply to information which: (a) was in the public domain or generally available to the public prior to receipt thereof by the Receiving Party from the Disclosing Party, or which subsequently becomes part of the public domain or generally available to the public before any wrongful act of the Receiving Party; (b) was in the possession of the Receiving Party without breach of any obligation hereunder to the Disclosing Party prior to receipt from the Disclosing Party or on behalf of the Disclosing Party; (c) is later received by the Receiving Party from a third party, unless the Receiving Party knows or has reason to know of an obligation of secrecy of the third party to the Disclosing Party with respect to such information; or (d) is developed by the Receiving Party independent of the Confidential Information received from the Disclosing Party.

10.6. ***Remedies.*** If the Receiving Party has disclosed, or is threatening to disclose, any Confidential Information in breach of this Agreement, the Disclosing Party is entitled to seek an injunction or other equitable relief to prevent the Receiving Party from disclosing Confidential Information. The Disclosing Party is not prohibited by this provision from pursuing other remedies, including a claim for losses or damages.

11. LIMITATION OF LIABILITY.

11.1. ***Exclusions.*** IN NO EVENT SHALL LIFTSHIFT, ITS MEMBERS, AFFILIATES, PRINCIPALS, OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY LOSS OF DATA, LOSS OF PROFITS, OR INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT, ORDER FORM, OR THE SOFTWARE OR PROFESSIONAL SERVICES.

11.2. ***Liability Cap.*** NEITHER PARTY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT, ORDER FORM, OR THE SOFTWARE OR PROFESSIONAL SERVICES WILL EXCEED THE FEES PAID AND PAYABLE BY CUSTOMER FOR THE APPLICABLE SOFTWARE OR PROFESSIONAL SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS IN SECTION 11.1 AND THE CAP IN THIS SECTION 11.2 SHALL NOT APPLY TO (a) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9; (b) A PARTY'S BREACH OF SECTION 10 (CONFIDENTIALITY); (c) UNAUTHORIZED ACCESS TO OR DISCLOSURE OF CUSTOMER DATA TO THE EXTENT CAUSED BY LIFTSHIFT'S BREACH OF THIS AGREEMENT; OR (d) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD. A PARTY'S AGGREGATE LIABILITY UNDER CLAUSES (a) THROUGH (c) OF THE PRECEDING SENTENCE SHALL

NOT EXCEED TWICE (2X) THE TOTAL FEES PAID AND PAYABLE BY CUSTOMER UNDER THIS AGREEMENT AND ALL ORDER FORMS; LIABILITY DESCRIBED IN CLAUSE (d) SHALL NOT BE SUBJECT TO ANY CAP UNDER THIS AGREEMENT.

12. COMPLIANCE.

12.1. ***Usage.*** Customer acknowledges and agrees that LiftShift may verify Customer's compliance with this Agreement through verification procedures, including without limitation by gathering product utilization information. Upon request, Customer shall provide LiftShift with a report detailing Customer's installation and usage of the Software with sufficient specificity to establish Customer's compliance (or non-compliance) with the access and use limitations set forth in the applicable Order Form or this Agreement.

12.2. ***License Verification.*** LiftShift may send a ping to verify licensing will return a fixed schema, delivered as a monthly signed transmission that is purpose-limited. Such ability exists solely for license administration and capacity planning and creates no monitoring, alerting, or support obligation on LiftShift. Any Customer declining the ping shall instead provide an annual signed usage receipt generated by the Software.

12.3. ***Compensation.*** If Customer has exceeded the rights granted under this Agreement, Customer shall pay additional fees to LiftShift for the excess usage at LiftShift's then-current rates. Such additional compensation will be due in the event that such Authorized Reseller queries the Software on Customer's behalf at any time that Customer does not have an Active Subscription. Customer acknowledges and agrees that LiftShift may sell Active Subscription rights to Software or Professional Services in unit multiples, and Customer shall pay the applicable Fees for the number of units that cover at least Customer's usage.

12.4. ***Regulated Data.*** Where Customer Data includes criminal justice information, the parties will execute the FBI CJIS Security Addendum, and LiftShift will comply with personnel screening, training, and security requirements applicable to its performance of the Professional Services. LiftShift will notify Customer within seventy-two (72) hours after confirming a security incident resulting in unauthorized access to Customer Data in LiftShift's possession. LiftShift will reasonably cooperate with Customer in Customer's compliance with applicable data breach notification laws.

13. GENERAL.

13.1. ***Feedback.*** Customer may, from time to time, provide LiftShift with suggestions, comments, ideas, improvements, or other feedback relating to the Software, Documentation, Professional Services, or any other LiftShift products or services (collectively, "Feedback"). Customer hereby irrevocably assigns to LiftShift all right, title, and interest in and to all Feedback, including all intellectual property rights therein. LiftShift shall own all Feedback without restriction, obligation, or compensation to Customer.

13.2. ***Independent Contractors.*** The parties acknowledge that each party is an independent contractor of the other party, and each party may engage in other business activities at its sole discretion. This Agreement does not in any way create or constitute a relationship of employment, partnership, or a joint venture between the parties.

13.3. ***Assignment.*** Neither party may assign or transfer any of its rights under this Agreement or delegate any of its duties or obligations under this Agreement to any third party, other than to its Affiliates, without the other party's prior written consent, except that an assigning party may, upon written notice, so assign, transfer or delegate without the other party's consent pursuant to a transfer of all or substantially all of the assigning party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment or transfer in violation of the foregoing will be void.

13.4. ***Force Majeure.*** Each party will be excused from performance of any of its obligations under this Agreement for any period during which, and to the extent that, it is prevented from performing such obligation as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, due to acts or omissions of government or military authority, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, internet or other telecommunication delays, communication line failure and power failures.

13.5. ***Notices.*** All notices given pursuant to this Agreement shall be in writing and delivered by hand, by registered or certified mail with proper postage, by third party delivery service (e.g., FedEx, UPS) or by email (with confirmation copy sent by certified mail). Notices shall be delivered to the recipient party and addressed to the signatory for such Party at the address for such Party that is set forth on the applicable Order Form, or to such other person and address as may be designated in writing by the recipient Party. All such notices will be deemed received upon the earlier of actual receipt or actual delivery to the notice address.

13.6. ***Amendment.*** This Agreement may only be amended if the amendment is made in a tangible writing and is signed by both parties.

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

13.8. ***Governing Law***. This Agreement shall be governed by and interpreted in accordance with Laws of the State of California, without regard to its conflict of law provisions or rules. LiftShift and Customer agree that all actions and proceedings arising out of or related to this Agreement shall be brought only in a state or federal court located in Ventura County, California, and LiftShift and Customer hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves.

13.9. ***Representations.*** Customer represents and acknowledges that: (a) it has read and understands this Agreement; and (b) it has had an opportunity to have its legal counsel review this Agreement. In addition, the individual accepting this Agreement on Customer's behalf personally represents that he or she is duly authorized to accept this Agreement on behalf of Customer and that this Agreement is binding upon Customer.

13.10. ***Survival.*** These obligations which by their nature should survive termination or expiration of the Agreement shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LIFTSHIFT LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SANTA PAULA

By: _____

Name: _____

Title: _____

Date: _____

ORDER FORM

Order Form Effective Date: August 24, 2026

This Order Form # [001] ("Order") is entered as of the Order Effective Date and is made pursuant to the End User License Agreement between LiftShift LLC ("**LiftShift**") and 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 ("**Customer**"), dated [August 24, 2026] (the "**Agreement**") which shall be incorporated herein by reference. All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Agreement.

1. **Software:**
   LiftShift Data Archival Platform (the "Platform," as such term is used in the Implementation Agreement defined in Section 7(a) below), deployed On-Premises on Customer-provisioned infrastructure, comprising: (a) the read-only version of the Software described in Section 2.8 of the Agreement (the "Read-Only Software"), together with the one-time conversion of Customer's legacy data from the Source in accordance with Section 2.1 of the Agreement; and (b) an Active Subscription for the initial one (1)-year term described in Section 7(b) below (the "Year 1 Active Subscription").
   The Software is licensed on a per-Customer (entity-wide) basis for use by Customer's Personnel in accordance with Section 2.2 of the Agreement.

2. **Software Documentation (if any):**
   LiftShift's standard Documentation for the Software to be delivered prior to the start of the Year 1 Active Subscription.

3. **Fees:**
   The fees for the Software license, the one-time conversion, and the Year 1 Active Subscription are included in, and payable solely as part of, the fixed fees under the Implementation Agreement. No separate or additional fees are payable under this Order for the Software or the Year 1 Active Subscription.
   Renewal Active Subscription terms are annual. The Year 2 renewal is offered at $17,500.00; subsequent annual terms are at LiftShift's then-current rates, quoted in advance. Renewal occurs as provided in Section 7(b) below.
   All amounts under this Order are invoiced by LiftShift directly to Customer and are payable within thirty (30) days of invoice issuance in accordance with Section 5.3 of the Agreement.

4. **Usage Parameters:**
   (a) Source(s): one (1) Source - Customer's single Tracnet records management system database (the "Source System" under the Implementation Agreement), including associated file attachments to the extent in scope under the Design Document (as defined in the

Implementation Agreement), which the Software references by pointer where they reside on Customer-provided storage; LiftShift does not copy, move, create, modify, or alter attachment files.

(b) Hosting: Customer-hosted On-Premises on infrastructure provisioned and maintained by Customer in accordance with the Infrastructure Specification under the Implementation Agreement. LiftShift does not host the Software or Customer Data (Section 4.2 of the Agreement).

(c) Environments: up to two (2) instances - one (1) production and one (1) non-production.

(d) Users: entity-wide use by Customer's Personnel; the license is not limited per user, seat, or device (Section 2.2 of the Agreement).

5. **Overage Fees:**

None scheduled. Use of additional Sources, additional environments, or usage beyond the Usage Parameters above requires a mutually executed amendment to this Order or an additional Order Form, at LiftShift's then-current rates, and is otherwise subject to Section 12.3 of the Agreement.

6. **Professional Services (if any):**

None under this Order. The implementation services for the Platform (Custom Services) are scoped, performed, and paid for solely under the Implementation Agreement. Support Services during the Year 1 Active Subscription are provided in accordance with Section 3.1.1 of the Agreement.

7. **Additional Terms (if any):**

(a) Implementation Agreement. "Implementation Agreement" means the Professional Services Agreement between LiftShift (as "Consultant") and Customer (as "City") dated on or about the Order Form Effective Date for the Tracnet Data Archival Platform Implementation project. The Implementation Agreement exclusively governs the implementation services and the fees for them; the Agreement and this Order exclusively govern the license to and use of the Software and the Active Subscription. Neither the Agreement nor this Order is superseded or modified by the Implementation Agreement, and the Implementation Agreement is not superseded or modified by the Agreement or this Order.

(b) Year 1 Term; Renewal. The Year 1 Active Subscription commences at Go-Live (as defined in the Implementation Agreement) and continues for twelve (12) months, followed by successive one (1)-year renewal terms. The Active Subscription renews automatically in accordance with Section 5.8 of the Agreement, and LiftShift will provide the renewal notice described therein at least sixty (60) days before the end of the then-current term. Because Customer pays by invoice under Section 7(c) of this Order, fees for each renewal term (as described in Section 3 above) are invoiced in accordance with Section 5.3 of the

Agreement rather than charged to a payment method. In the event Customer does not continue the Active Subscription (including by termination prior to the renewal date), Customer's license converts to the Read-Only Software thirty (30) days after the final day of the then-current term, as provided in Sections 5.8 and 2.8 of the Agreement.

(c) Payment Method. Customer pays by invoice. No stored payment method, card authorization, or electronic withdrawal authorization applies to this Order, and Sections 5.5 and 5.7 of the Agreement do not apply to this Order.

(d) Notices. For purposes of Section 13.5 of the Agreement, notices shall be addressed: if to LiftShift - LiftShift LLC, 2850 34th St N #1001, St. Petersburg, FL 33713, Attn: Brendon Bigelow, Managing Member; if to Customer - City of Santa Paula, 970 Ventura Street, Santa Paula, CA 93060, Attn: Police Chief Don Aguilar.

(e) CJIS. Customer Data will include criminal justice information. In accordance with Section 12.4 of the Agreement, the parties will execute the FBI CJIS Security Addendum concurrently with, or promptly following, execution of this Order.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Order Form to be duly executed as of the Order Effective Date.

LiftShift LLC	**City of Santa Paula**
Authorized Signature	Authorized Signature
Name: Brendon Bigelow	Name:
Title: Managing Member	Title:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: APPROVAL OF THE 8th STREET LIGHTING INSTALLATION PROJECT

Date: October 21, 2026

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council: Authorize a Section 41.10 Waiver, and award a Contract Change Order to J&H Engineering, Inc. in the amount of $66,628.00 for the installation of 14 solar-powered streetlights on 8th St, between Harvard Blvd and Main St. inclusive of a 5% contingency, for a total of $69,959.40.

BACKGROUND:

On June 4, 2025, staff presented Council with the solar-powered option for lighting the City's streets. Two designs were looked at, along with lighting specifications and details for each. The plan to do a pilot project on 8th Street, between Harvard and Main was also presented and discussed. At the direction of Council, staff moved forward with the preparation of the bid package, and on November 5, 2025, the package was released. Staff was also able to secure $150,000 from Measure T, which Council approved to fund the project. On December 15, 2025, the bidding period ended, and three bids were opened.

City Council awarded the contract to Great Basin Lighting (GBL) Infrastructure Solutions and authorized the City Manager or his designee to approve payment of the contract, not to exceed $129,689.70 (including 5% contingency for possible fluctuation in shipping costs). A payment of 50% was made in advance of shipment.

The City received the shipment from GBL in May, and after a thorough inspection and the replacement of some damaged components, paid the balance.

The existing street lighting system on 8th Street between Harvard Boulevard and Main Street is currently non-functional, and the existing streetlight poles are equipped with off-the-shelf solar powered fixtures intended to provide basic illumination pending a permanent replacement solution.

ANALYSIS:

The current project would install concrete foundations for the new streetlight fixtures at 14 locations along 8th Street and complete the installation of the previously procured solar

powered streetlights. The project will also remove the existing non-functional streetlights, and complete sidewalk repairs at both the existing and new streetlight locations. The light pole foundation and sidewalk repair work would be completed by J&H Engineering in conjunction with their current street maintenance efforts associated with the City's Pavement Management Program (PMP). J&H Engineering is currently mobilized and performing similar concrete construction work as part of the PMP, and the work can be completed as an extension of J&H's current contract efforts, with no additional mobilization costs.

STRATEGIC PLAN:

The Project supports the currently adopted Strategic Plan in achieving the following goals: A: Infrastructure, Transportation & Mobility

Goal: 2 - Green Initiatives - Explore funding opportunities and partnerships to implement Energy Efficiency projects, solar, and electric vehicle (EV) technologies.

FISCAL IMPACTS:

The quote from J&H Engineering, Inc. (Exhibit A) would be processed as a Contract Change Order in the amount of $66,628.00 together with a 5% contingency, for a total of $69,959.40.

The available funding of $26,486 will be supplemented by ARPA funding totaling $43,473.40 from projects that will not be able to be completed by December 31, 2026 as required. Since additional changes to ARPA are needed, this item will be presented for a budget allocation on the Fiscal Review Year End FY 2026 and Q1 FY 2027 staff report to be presented to council on November 4, 2026. For now the intended funding sources are listed in Table 1 below:

Table 1: Funding Summary

Description	Account No.	Amount
Measure T - 8th Street Lighting Project	104-5-9402-660	$26,486.00
ARPA	412-5-9402-660	$43,473.40
	Total	**$69,959.40**

OPTIONS:

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

1. Do not approve the Contract Change Order with J&H Engineering, Inc. for the 8 th Street Lighting Installation Project, and direct staff to formally bid the project.

ATTACHMENTS:

RCO #2 - 8Th St Lighting Project Quote.pdf

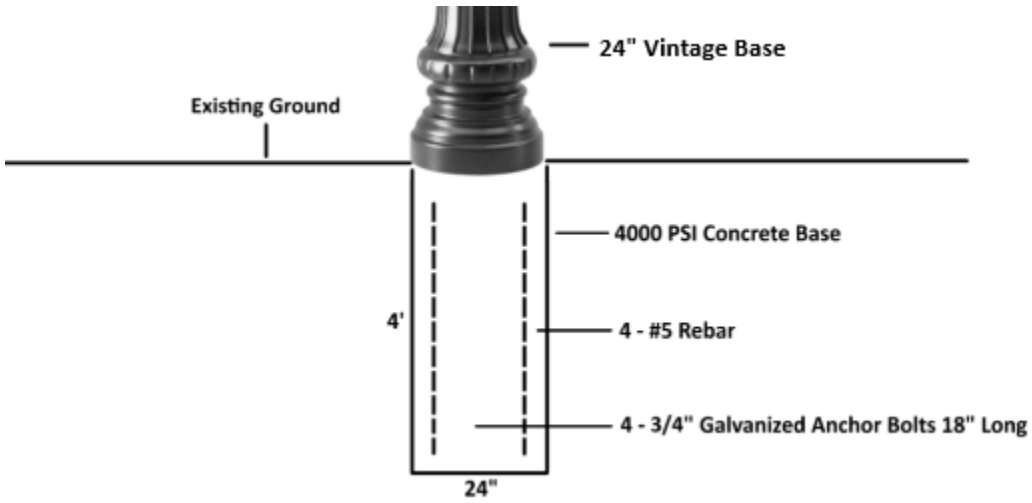
J&H ENGINEERING
GENERAL CONTRACTORS, INC.

City of Santa Paula
866 E Main Street
Santa Paula, CA 93060 October 5, 2026

Attention: Bob Woodward
Subject: 8Th St Lighting Project

RCO #2

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Traffic Control / NO PARK posting	1	LS	$ 2,500.00	$ 2,500.00
Light Pole Footings: Demo sidewalk, auger out 48" x 24" hole, install sonotube, (4) #5 rebar, anchor bolts (supplied by Owner), and backfill with 4000 PSI concrete . Per detail below.	14	EA	$ 2,950.00	$ 41,300.00
Repair Sidewalk: 6'x6' concrete repair at each new light, and 6'x6' repair of the sidewalk panels at each existing street light location	1008	SF	$ 16.00	$ 16,128.00
Provide three (3) laborers and a service truck for two (2) days to assist in setting new light poles	1	LS	$ 6,700.00	$ 6,700.00
			TOTAL RCO #2	**$ 66,628.00**



CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: AMENDMENT NO. 3 TO BIOSOLIDS HAULING SERVICES AGREEMENT

Date: October 21, 2026

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 3 to the Biosolids Hauling Services Agreement with Synagro-WWT, Inc., extending the agreement through December 31, 2027, and establishing a not-to-exceed amount of $275,000 for FY 2026/27, consisting of $250,000 for biosolids hauling and disposal services and a $25,000 contingency, in a form approved by the City Attorney.

BACKGROUND:

The City's Water Recycling Facility (WRF) has been in operation since 2010 and generates biosolids as part of the wastewater treatment process. These biosolids must be properly hauled and disposed of in accordance with applicable regulatory requirements and the City's National Pollutant Discharge Elimination System (NPDES) permit.

On May 4, 2022, the City entered into an agreement with Synagro-WWT, Inc. for biosolids hauling and disposal services. On January 1, 2025, the First Amendment extended the agreement through December 2025, and clarified the compensation provisions. On January 28, 2026, the Second Amendment extended the agreement through December 2026. The proposed Amendment No. 3 would extend the agreement through December 31, 2027, and establish the contract amount for FY 2026/27.

The original RFP for these services was issued in 2021. With the proposed Third Amendment, the City would continue the agreement into its sixth year. This would be the final extension requested under the existing agreement before the City goes out to bid again in 2027.

ANALYSIS:

The WRF generates approximately 300 tons of biosolids per month, requiring approximately 13 to 15 truckloads for hauling and disposal. Continued hauling and disposal services are necessary to maintain WRF operations and meet applicable regulatory requirements.

For FY 2026/27, an updated contract amount is needed to cover the cost of biosolids hauling

and disposal services. Staff is requesting approval of $250,000 for biosolids hauling and disposal services, with an additional $25,000 contingency, for a total not-to-exceed amount of $275,000 for FY 2026/27.

The proposed Third Amendment will also extend the agreement with Synagro-WWT, Inc. through December 31, 2027, allowing the City to continue receiving biosolids hauling and disposal services under the existing agreement. All other terms and conditions of the agreement and prior amendments will remain in effect unless otherwise modified by the Third Amendment.

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 proposed FY 2026/27 contract amount is $275,000, consisting of $250,000 for biosolids hauling and disposal services and a $25,000 contingency. There is sufficient funding available in the Sewer Enterprise Fund, GL Account No. 610-5-5063-228, to cover the proposed contract amount.

OPTIONS:

1. Do not authorize the City Manager to execute the Third Amendment to the Biosolids Hauling Services Agreement with Synagro-WWT, Inc., providing other direction to staff. This would require the City to identify an alternative arrangement for biosolids hauling and disposal services and could impact WRF operations and the City's compliance with its NPDES permit.

ATTACHMENTS:

Exhibit A - Third Amendment to Synagro 3-Yr Agreement

THIRD AMENDMENT TO THE BIOSOLIDS MANAGEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND SYNAGRO-WWT, INC.

THIS THIRD AMENDMENT ("Third Amendment") to the Biosolids Management Service Agreement is made and entered into this 21st day of October 2026, by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("City"), and SYNAGRO-WWT, Inc. ("Contractor").

1. RECITALS. This Third Amendment is made with reference to the following facts and objectives:

A. On May 4, 2022, the City and Contractor entered into that certain Biosolids Management Services Agreement ("Agreement") between the City of Santa Paula and Synagro-WWT, Inc. for biosolids management services that include removal, transportation, and disposal or beneficial reuse of the City's biosolids in accordance with the terms of the Agreement.

B. The Agreement ran for a three-year term from January 1, 2022 to December 31, 2024 ("Initial Term").

C. Subsection 9.a. of the Agreement allows the parties to extend the Initial Term on a yearly basis by mutual written agreement.

D. Pursuant to Subsections 9.a. and 11.f. of the Agreement, the City and Contractor extended the term of the Agreement and clarified provisions related to City's intended maximum compensation through that certain First Amendment, effective January 1, 2025.

E. The City and Contractor subsequently extended the term of the Agreement through December 31, 2026, pursuant to that certain Second Amendment, dated January 28, 2026.

F. The City and Contractor now mutually desire by this Third Amendment to extend the term of the Agreement through December 31, 2027, and establish the maximum compensation for Fiscal Year 2026/27, as set forth below.

2. AMENDMENT. In consideration of the foregoing and pursuant to Subsection 9.a of the Agreement, the Agreement is amended as follows:

A. Subsection a. of Section 9, entitled "TERM," is hereby amended to read as follows:

"a. This AGREEMENT shall be effective from the EFFECTIVE DATE from January 1, 2022 to December 31, 2027 (the TERM), representing a three-year extension of the INITIAL TERM. At the end of the TERM, this AGREEMENT may be extended on a yearly basis as mutually agreed in writing by both parties."

B. Subsection c. of Section 10, entitled "COMPENSATION FOR SERVICES," is hereby amended to read as follows:

"c. Notwithstanding any provision in this AGREEMENT, CITY will compensate no more than $250,000 plus a 10% contingency per FISCAL YEAR., beginning with Fiscal Year 2026/27 and continuing in each subsequent FISCAL YEAR."

3. **COUNTERPARTS.** This Third Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

4. **LIMITED AMENDMENT.** Except as modified by this Third Amendment, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Third Amendment and the Agreement, the provisions of this Third Amendment shall control. From and after the date of this Third Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by the Third Amendment.

This Third Amendment is executed on and shall become effective as of the first date written above.

CITY OF SANTA PAULA	SYNAGRO-WWT, INC.
_____	_____
Dan Singer, City Manager	Rhylee Callan, Contracts Manager
ATTEST:	
_____	52-1130492
Julie Latshaw, City Clerk	Taxpayer ID No.
APPROVED AS TO FORM:	
_____	
Kellan Martz, Interim City Attorney	

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Beatriz Jimenez, Assistant Finance Director

Subject: SEPTEMBER 2026 WARRANTS AND CERTIFICATIONS

Date: October 21, 2026

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for September 2026, starting check number 345417 and ending check number 345621.
2. Review and accept the "Certification of Salaries" for the pay period ending dates September 4th, 2026, through September 18th, 2026.

BACKGROUND:

This staff report certifies the separation of duties between the Preparer (Accounting and Payroll Specialist) and the Reviewer (Finance Director and Assistant Finance Director).
Presented in the attached documents:
a) CERTIFICATION OF ACCOUNTS PAYABLE CHECKS by check number range and dates. It also discloses any voided checks.
b) EXPENSE REPORTS showing the amount and funds accounts payable came from.
The "Check Report" depicts the following columns:
c) AP-ACCOUNTS PAYABLE for the vendors (non-City staff) by the vendor number, vendor name, payment date, payment amount and check number (entitled 'number').
d) PY-PAYROLL for benefit payments, insurance, retirement, etc. Benefits payable on behalf of City staff.
e) Bank Code Summary by payment type.
f) Fund Summary by fund the accounts payables utilized.
CERTIFICATION OF SALARIES
This is the certification (separation of duties between "preparer" and the "reviewer") of salaries and benefits (payroll checks) by fund. It lists salary (payroll) issued checks by beginning and ending check number, payroll ending dates September 4th, 2026, through September 18th, 2026.

ANALYSIS:

See the attachment to this staff report for expense breakdown by respective fund.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

As an alternative to staff's recommendation, the City Council may:
1. Decline to receive and file September 2026 Certifications of Accounts Payable Checks and Certifications of Salaries.

ATTACHMENTS:

September 2026 PY and AP Certifications.pdf

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: **149246**
ENDING CHK #: **149254**

PAYROLL ENDING: 09/04/26
PAY DATE: 09/11/26

100	GENERAL FUND	411,773.94
104	GENERAL FUND-MEASURE T	109,922.73
108	GENERAL FUND-MEASURE R	20,902.78
206	STORMWATER PROGRAM	3,761.10
280	STATE GAS TAX FUND	21,787.77
405	AAA-AREA AGCY ON AG	2,012.24
610	SEWER ENTERPRISE FUND	14,771.88
620	WATER ENTERPRISE FUND	94,349.03
702	EQUIP. MAINT. FUND	11,369.26
	$	**690,650.73**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

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

Julie Latshaw 10/12/26
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 10/12/26
MARIA RENTERIA - PAYROLL SPECIALIST DATED

10/12/26
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,149.24	411,773.94
104-GENERAL FUND-MEASURE T	1,659.02	109,922.73
108-GENERAL FUND - MEASURE R	546.94	20,902.78
206-STORMWATER PROGRAM	52.75	3,761.10
280-STATE GAS TAX	386.05	21,787.77
405-AAA (AREA AGCY ON AGING)	71.05	2,012.24
610-SEWER	224.00	14,771.88
620-WATER	1,657.15	94,349.03
702-EQUIPMENT MAINTENANCE	177.00	11,369.26
Grand Total:	**10,923.20**	**690,650.73**

CERTIFICATION OF SALARIES

BEG. CHK #: **149255**
ENDING CHK #: **149262**

PAYROLL ENDING: 09/18/26
PAY DATE: 09/25/26

100	GENERAL FUND	397,237.57
104	GENERAL FUND-MEASURE T	102,157.84
108	GENERAL FUND-MEASURE R	18,726.44
206	STORMWATER PROGRAM	3,759.73
280	STATE GAS TAX FUND	22,369.46
405	AAA-AREA AGCY ON AG	1,403.28
610	SEWER ENTERPRISE FUND	14,949.60
620	WATER ENTERPRISE FUND	101,295.60
702	EQUIP. MAINT. FUND	10,382.85
	$	**672,282.37**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

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

Julie Latshaw 10/12/26
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 10/12/26
MARIA RENTERIA - PAYROLL SPECIALIST DATED

10/12/26
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,665.48	397,237.57
104-GENERAL FUND-MEASURE T	1,891.77	102,157.84
108-GENERAL FUND - MEASURE R	499.94	18,726.44
206-STORMWATER PROGRAM	52.76	3,759.73
280-STATE GAS TAX	472.26	22,369.46
405-AAA (AREA AGCY ON AGING)	43.35	1,403.28
610-SEWER	342.91	14,949.60
620-WATER	1,919.78	101,295.60
702-EQUIPMENT MAINTENANCE	165.00	10,382.85
Grand Total:	**12,053.25**	**672,282.37**

EXHIBIT B:

CERTIFICATION OF ACCOUNTS PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	345417	THRU:	345480	DATED:	September 3, 2026
CHECK NO.:	345481	THRU:	345486	DATED:	September 8, 2026
CHECK NO.:	345487	THRU:	345492	DATED:	September 11, 2026
CHECK NO.:	345493	THRU:	345496	DATED:	September 15, 2026
CHECK NO.:	345497	THRU:	345615	DATED:	September 17, 2026
CHECK NO.:	345616	THRU:	345621	DATED:	September 25, 2026
DRAFT:	992697	THRU:	992700	DATED:	September 2, 2026
DRAFT:	992705	THRU:	992706	DATED:	September 10, 2026
DRAFT:	992707	THRU:	992711	DATED:	September 16, 2026
DRAFT:	992712	THRU:	992712	DATED:	September 30, 2026
DRAFT:	992713	THRU:	992713	DATED:	September 23, 2026
DRAFT:	992714	THRU:	992716	DATED:	September 30, 2026
DRAFT:	992718	THRU:	992718	DATED:	September 18, 2026
VOIDED CHECK NO.:	345455	THRU:	345455	DATED:	September 3, 2026
VOIDED CHECK NO.:	345436	THRU:	345436	DATED:	September 3, 2026
VOIDED CHECK NO.:	345573	THRU:	345573	DATED:	September 17, 2026
VOIDED CHECK NO.:	345615	THRU:	345615	DATED:	September 17, 2026

COUNCIL MEETING DATE: October 21, 2026

AMOUNT OF CERTIFICATION: $ 1,853,222.53

DISTRIBUTION BY FUND

100	GENERAL FUND	$690,510.12
103	CABLE TELEVISION FUND	$3,300.00
104	GENERAL FUND MEASURE - MEASURE T	$141,609.53
108	GENERAL FUND MEASURE - MEASURE R	$39,967.88
115	RECREATION PROGRAM	$3,208.93
206	STORMWATER PROGRAM	$8,108.34
207	UNION OIL BUILDING ENDOWMENT	$23,549.55
226	PARKLAND FACILITIES IMPACT	$56,988.00
280	STATE GAS TAX	$56,148.36
283	PROPOSITION 1B	$380.50
405	AAA (AREA AGENCY ON AGING	$16,862.22
500	HILLSBOROUGH OPEN SPACE MAINT	$267.80
503	GHAD-GEO HAZ ABATEMENT	$1,872.50
504	HARVEST CFD EA1	$20,773.63
610	SEWER ENTERPRISE	$323,564.66
620	WATER ENTERPRISE	$290,019.02
702	EQUIPMENT MAINTENANCE FUND	$20,832.17
800	CASH DEPOSIT TRUST FUND	$149,125.73
803	HARDING PARK TRUST	$6,133.59
	TOTAL FUND DISTRIBUTION	$1,853,222.53

PREPARED BY: _____
ANAIRY GONZALEZ
ACCOUNTING SPECIALIST

REVIEWED BY: _____
BEATRIZ JIMENEZ
ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: October 12, 2026

EXCEPT: _____

CITY CLERK: _____
JULIE LATSHAW, CITY CLERK

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

Fund Summary

Fund	Payment Amount
100 - GENERAL	690,510.12
103 - CABLE TELEVISION	3,300.00
104 - GENERAL FUND-MEASURE T	141,609.53
108 - GENERAL FUND - MEASURE R	39,967.88
115 - GENERAL RECREATION PRO	3,208.93
206 - STORMWATER PROGRAM	8,108.34
207 - UNION OIL BULDING ENDOWMENT - OPERATING FU	23,549.55
226 - PARKLAND FACILITIES	56,988.00
280 - STATE GAS TAX	56,148.36
283 - ROAD MAINT & REHAB SB1	380.50
405 - AAA (AREA AGCY ON AGING)	16,862.22
500 - HILLSBOROUGH OPEN SPACE	267.80
503 - GHAD-GEO HAZ ABATE DIST	1,872.50
504 - HARVEST CFD EA1	20,773.63
610 - SEWER	323,564.66
620 - WATER	290,019.02
702 - EQUIPMENT MAINTENANCE	20,832.17
800 - MISC DEPOSITS	149,125.73
803 - HARDING PARK TRUST	6,133.59
Grand Total:	**1,853,222.53**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE						
015448	ALL CITY MANAGEMENT SERVICES, INC.	09/03/2026	Regular	0.00	3,616.20	345417
015498	AMAZON CAPITAL SERVICES	09/03/2026	Regular	0.00	6,265.27	345418
016808	AZUL FOUNDATION	09/03/2026	Regular	0.00	6,267.00	345419
016546	BARK AND BRANCH LANDSCAPING	09/03/2026	Regular	0.00	10,560.00	345420
015529	BKM OFFICE ENVIRONMENTS	09/03/2026	Regular	0.00	80,918.05	345421
011211	BNY MELLON	09/03/2026	Regular	0.00	1,500.00	345422
011102	BOOT BARN INC.	09/03/2026	Regular	0.00	1,643.92	345423
011464	BUSINESS CARD	09/03/2026	Regular	0.00	1,194.45	345424
011151	C.O.R. PLUMBING SUPPLIES	09/03/2026	Regular	0.00	475.00	345425
011603	CALIFORNIA WOOD RECYCLING	09/03/2026	Regular	0.00	754.08	345426
015236	CIVIC PLUS / PATTI CORPORATION	09/03/2026	Regular	0.00	8,888.99	345427
013156	COAST CART, INC.	09/03/2026	Regular	0.00	318.74	345428
017145	CORDOVA BARRERA, SANDRA PRAXEL	09/03/2026	Regular	0.00	741.00	345429
015920	CORE & MAIN LP	09/03/2026	Regular	0.00	12,910.62	345430
011149	COSTCO WHOLESALE	09/03/2026	Regular	0.00	114.39	345431
014331	CULLIGAN WATER	09/03/2026	Regular	0.00	227.25	345432
012191	DATAPROSE, LLC	09/03/2026	Regular	0.00	12,432.88	345433
016010	EXPRESS SERVICES, INC.	09/03/2026	Regular	0.00	2,247.68	345434
010395	FAMCON PIPE & SUPPLY, INC.	09/03/2026	Regular	0.00	241.31	345435
014348	FERRIS, SABRINA ZAN	09/17/2026	Regular	0.00	-71.46	345436
014348	FERRIS, SABRINA ZAN	09/03/2026	Regular	0.00	71.46	345436
010440	FGL ENVIRONMENTAL, INC	09/03/2026	Regular	0.00	1,394.00	345437
015835	FLORES, ELIXEO	09/03/2026	Regular	0.00	224.84	345438
010432	FRANK'S PAINT & HARDWARE	09/03/2026	Regular	0.00	1,462.76	345439
010441	FRUIT GROWERS SUPPLY CO	09/03/2026	Regular	0.00	528.78	345440
010481	GRAINGER	09/03/2026	Regular	0.00	179.12	345441
013039	GRANICUS, INC.	09/03/2026	Regular	0.00	29,738.16	345442
012800	GRANITE CONSTRUCTION COMPANY	09/03/2026	Regular	0.00	5,512.92	345443
014369	GSI WATER SOLUTIONS, INC.	09/03/2026	Regular	0.00	33,159.55	345444
016845	HERITAGE ELECTRIC	09/03/2026	Regular	0.00	2,660.00	345445
010537	HOUSE SANITARY SUPPLY	09/03/2026	Regular	0.00	1,060.14	345446
015640	HUITT-ZOLLARS, INC.	09/03/2026	Regular	0.00	20,425.00	345447
014988	INFRASCALE INC.	09/03/2026	Regular	0.00	778.75	345448
013544	LARRY WALKER ASSOCIATES, INC.	09/03/2026	Regular	0.00	8,540.50	345449
010061	LOWE'S	09/03/2026	Regular	0.00	481.71	345450
015633	M6 CONSULTING, INC.	09/03/2026	Regular	0.00	23,835.05	345451
015442	MARIPOSA LANDSCAPES, INC.	09/03/2026	Regular	0.00	7,350.00	345452
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC	09/03/2026	Regular	0.00	5,000.00	345453
014436	MINER'S ACE HARDWARE	09/03/2026	Regular	0.00	1,782.88	345454
	Void	09/03/2026	Regular	0.00	0.00	345455
017142	MUNICIPAL RESOURCE GROUP, LLC	09/03/2026	Regular	0.00	1,369.75	345456
017144	NATIONAL ASSOCIATION OF POLICE/ALTHLETIC	09/03/2026	Regular	0.00	750.00	345457
011981	NBS	09/03/2026	Regular	0.00	2,750.00	345458
015436	NUTRIEN AG SOLUTIONS, INC.	09/03/2026	Regular	0.00	1,329.52	345459
016863	OAKRIDGE LANDSCAPE, INC.	09/03/2026	Regular	0.00	13,467.15	345460
015335	PAVEMENT COATING CO.	09/03/2026	Regular	0.00	83.88	345461
016771	RAMIREZ, PORFIRIO G.	09/03/2026	Regular	0.00	750.00	345462
010520	RP RENTALS	09/03/2026	Regular	0.00	190.80	345463
014434	SESAC	09/03/2026	Regular	0.00	1,393.02	345464
013909	SITEONE LANDSCAPE SUPPLY, LLC	09/03/2026	Regular	0.00	3,371.10	345465
010785	SMART & FINAL	09/03/2026	Regular	0.00	451.25	345466
011524	SOLID WASTE SOLUTIONS	09/03/2026	Regular	0.00	2,853.75	345467
010795	SOUTHERN CALIFORNIA EDISON	09/03/2026	Regular	0.00	17,641.02	345468
016078	SP PLUMBING & HEATING L.L.C.	09/03/2026	Regular	0.00	653.54	345469

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
015809	STANDARD SITE RENTALS INC.	09/03/2026	Regular	0.00	4,087.69	345470
011144	STAPLES, INC.	09/03/2026	Regular	0.00	9.82	345471
015755	STONE WEST, INC.	09/03/2026	Regular	0.00	3,056.14	345472
011871	SUNBELT RENTALS, INC.	09/03/2026	Regular	0.00	229.75	345473
017141	SUPPLYHOUSE LLC	09/03/2026	Regular	0.00	4,857.68	345474
012070	TRAFFIC TECHNOLOGIES	09/03/2026	Regular	0.00	785.01	345475
010903	USA BLUE BOOK	09/03/2026	Regular	0.00	43.54	345476
017114	VERITIV OPERATING COMPANY	09/03/2026	Regular	0.00	782.01	345477
016930	VORTEX INDUSTRIES	09/03/2026	Regular	0.00	2,574.95	345478
011963	WHARF, THE	09/03/2026	Regular	0.00	550.00	345479
013843	YOUNG, DUNCAN JAMES	09/03/2026	Regular	0.00	2,018.25	345480
011464	BUSINESS CARD	09/15/2026	Regular	0.00	319.07	345493
011464	BUSINESS CARD	09/15/2026	Regular	0.00	4,529.80	345494
011464	BUSINESS CARD	09/15/2026	Regular	0.00	915.84	345495
011464	BUSINESS CARD	09/15/2026	Regular	0.00	156.95	345496
016923	4AP HOLDINGS INC.	09/17/2026	Regular	0.00	171.34	345497
016128	4IMPRINT	09/17/2026	Regular	0.00	164.90	345498
011513	ALVAREZ, LORENA	09/17/2026	Regular	0.00	55.98	345499
015498	AMAZON CAPITAL SERVICES	09/17/2026	Regular	0.00	2,263.66	345500
016803	AMBRIZ, BALDEMAR	09/17/2026	Regular	0.00	200.00	345501
010710	AMERICAN LEGAL PUBLISHING CORP	09/17/2026	Regular	0.00	431.54	345502
011363	ARROYO, ANNA	09/17/2026	Regular	0.00	25.80	345503
011738	AT&T CALNET 3	09/17/2026	Regular	0.00	489.41	345504
011354	AT&T MOBILITY	09/17/2026	Regular	0.00	2,809.77	345505
016812	AT&T MOBILITY, LLC	09/17/2026	Regular	0.00	108.00	345506
017153	AUSTRIACO, LOUCHELLE	09/17/2026	Regular	0.00	200.00	345507
016808	AZUL FOUNDATION	09/17/2026	Regular	0.00	5,218.65	345508
015318	BADGER METER	09/17/2026	Regular	0.00	4,367.76	345509
014680	BEST BEST & KRIEGER LLP	09/17/2026	Regular	0.00	46,347.09	345510
011151	C.O.R. PLUMBING SUPPLIES	09/17/2026	Regular	0.00	39,582.00	345511
016548	CALIFORNIA CHAPTER, AMERICAN PLANNING A	09/17/2026	Regular	0.00	450.00	345512
011068	CALIFORNIA DEPARTMENT OF TAX AND FEE AD	09/17/2026	Regular	0.00	3,152.70	345513
013878	CALIFORNIA RURAL WATER ASSOCIATION	09/17/2026	Regular	0.00	1,745.00	345514
012679	CAL-STATE AUTO PARTS	09/17/2026	Regular	0.00	831.30	345515
016114	CANINE ADOPTION AND RESCUE LEAGUE	09/17/2026	Regular	0.00	3,775.00	345516
015593	CANNON CORPORATION	09/17/2026	Regular	0.00	10,510.25	345517
011303	CDW GOVERNMENT INC	09/17/2026	Regular	0.00	18,110.30	345518
016444	CENDEJAS, ERIC	09/17/2026	Regular	0.00	320.00	345519
015874	CHANDLER ASSET MANAGEMENT, INC.	09/17/2026	Regular	0.00	2,748.87	345520
015999	CHARTER COMMUNICATIONS HOLDING, LLC	09/17/2026	Regular	0.00	833.62	345521
016140	CHAVEZ, PEDRO	09/17/2026	Regular	0.00	137.60	345522
015236	CIVIC PLUS / PATTI CORPORATION	09/17/2026	Regular	0.00	136.03	345523
016764	CLP ENGINEERING, LLC	09/17/2026	Regular	0.00	33,206.00	345524
017147	COMMON SENSE AI INC.	09/17/2026	Regular	0.00	5,000.00	345525
011137	COPQUEST, INC.	09/17/2026	Regular	0.00	2,143.48	345526
015678	CORNEJO, LESLIE	09/17/2026	Regular	0.00	137.60	345527
010932	COUNTY OF VENTURA IT SERVICES	09/17/2026	Regular	0.00	2,121.38	345528
011161	CRAGOE PEST SERVICES INC	09/17/2026	Regular	0.00	1,290.00	345529
013692	CROSSWHITE, JENNY	09/17/2026	Regular	0.00	223.60	345530
014331	CULLIGAN WATER	09/17/2026	Regular	0.00	78.96	345531
016782	D+S AUTOWORKS (ONE WAY AUTO EXPERTS LL	09/17/2026	Regular	0.00	2,279.22	345532
013724	DIRECT TV	09/17/2026	Regular	0.00	131.24	345533
016322	DOCUSIGN, INC	09/17/2026	Regular	0.00	2,760.00	345534
013975	DODOS DESIGN - GARCIA, DAVID	09/17/2026	Regular	0.00	248.00	345535
013360	ENGEO INCORPORATED	09/17/2026	Regular	0.00	1,872.50	345536
016126	ENVISION VTA FD AUTO LLC	09/17/2026	Regular	0.00	400.69	345537
016010	EXPRESS SERVICES, INC.	09/17/2026	Regular	0.00	712.40	345538
010395	FAMCON PIPE & SUPPLY, INC.	09/17/2026	Regular	0.00	7,175.76	345539
010847	FARMERS IRRIGATION	09/17/2026	Regular	0.00	3,685.89	345540
010404	FENCE FACTORY SATICOY	09/17/2026	Regular	0.00	260.36	345541
014348	FERRIS, SABRINA ZAN	09/17/2026	Regular	0.00	224.84	345542

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010440	FGL ENVIRONMENTAL, INC	09/17/2026	Regular	0.00	6,217.00	345543
010417	FIREMASTER	09/17/2026	Regular	0.00	327.28	345544
015972	FOUR STAR INVESTIGATIONS, LLC	09/17/2026	Regular	0.00	1,615.00	345545
010429	FOXCROFT EQUIPMENT & SERVICE	09/17/2026	Regular	0.00	1,442.91	345546
010432	FRANK'S PAINT & HARDWARE	09/17/2026	Regular	0.00	1,011.95	345547
014061	FRONTIER COMMUNICATIONS	09/17/2026	Regular	0.00	3,656.09	345548
010441	FRUIT GROWERS SUPPLY CO	09/17/2026	Regular	0.00	96.36	345549
016757	GARCIA, IRVING	09/17/2026	Regular	0.00	500.00	345550
016449	GAYTAN, CARLOS	09/17/2026	Regular	0.00	1,686.64	345551
015222	GOODSUITE	09/17/2026	Regular	0.00	2,387.74	345552
010481	GRAINGER	09/17/2026	Regular	0.00	83.34	345553
017158	GRANDE, ENRIQUE	09/17/2026	Regular	0.00	492.75	345554
012800	GRANITE CONSTRUCTION COMPANY	09/17/2026	Regular	0.00	120.24	345555
017008	HANSEN-WELL DO-SERVICE, INC.	09/17/2026	Regular	0.00	1,004.28	345556
015916	HAPA VETERINARY GROUP, INC.	09/17/2026	Regular	0.00	128.32	345557
014686	HASA, INC.	09/17/2026	Regular	0.00	695.33	345558
016845	HERITAGE ELECTRIC	09/17/2026	Regular	0.00	2,300.00	345559
017151	HERNANDEZ, ANYSSA	09/17/2026	Regular	0.00	328.00	345560
017154	HERRERA, EDGARD	09/17/2026	Regular	0.00	200.00	345561
010537	HOUSE SANITARY SUPPLY	09/17/2026	Regular	0.00	268.54	345562
013711	INDEPENDENT ORDER OF ODD FELLOWS	09/17/2026	Regular	0.00	3,060.48	345563
014988	INFRASCALE INC.	09/17/2026	Regular	0.00	1,619.58	345564
015967	J. ARTHUR GUTIERREZ	09/17/2026	Regular	0.00	103.85	345565
012750	JORDANO'S INC. AND SUBSIDIARIES	09/17/2026	Regular	0.00	3,199.89	345566
013483	JUAREZ, CARLOS	09/17/2026	Regular	0.00	137.60	345567
017156	LEON, OFELIA	09/17/2026	Regular	0.00	200.00	345568
016090	LUCY PET PRODUCTS, LLC	09/17/2026	Regular	0.00	265.48	345569
015633	M6 CONSULTING, INC.	09/17/2026	Regular	0.00	39,960.00	345570
017149	MEARS, AMINAH	09/17/2026	Regular	0.00	137.60	345571
014436	MINER'S ACE HARDWARE	09/17/2026	Regular	0.00	1,573.98	345572
	Void	09/17/2026	Regular	0.00	0.00	345573
017152	MURILLO, ANTHONY	09/17/2026	Regular	0.00	500.00	345574
015312	NATIONAL RECREATION AND PARK ASSOCIATIC	09/17/2026	Regular	0.00	189.00	345575
016863	OAKRIDGE LANDSCAPE, INC.	09/17/2026	Regular	0.00	13,467.15	345576
010246	ON DUTY UNIFORMS & EQUIPMENT	09/17/2026	Regular	0.00	415.88	345577
012691	O'REILLY AUTOMOTIVE STORES, INC.	09/17/2026	Regular	0.00	1,339.50	345578
014895	ORTIZ, MARIA GUADALUPE	09/17/2026	Regular	0.00	500.00	345579
017139	PACE SUPPLY CORP	09/17/2026	Regular	0.00	5,843.51	345580
017120	PETVET CARE CENTERS (CALIFORNIA) INC	09/17/2026	Regular	0.00	751.50	345581
013739	QUADIENT FINANCE USA, INC.	09/17/2026	Regular	0.00	2,750.00	345582
016827	R.D. OFFUTT COMPANY	09/17/2026	Regular	0.00	310.93	345583
016964	RAMIREZ, RANDOLPH	09/17/2026	Regular	0.00	473.00	345584
016843	RAMOS, EILEEN	09/17/2026	Regular	0.00	240.80	345585
010326	RED WING SHOE STORE	09/17/2026	Regular	0.00	550.00	345586
017150	REYNA, MARIA	09/17/2026	Regular	0.00	500.00	345587
010520	RP RENTALS	09/17/2026	Regular	0.00	396.57	345588
016305	RUGERIO, JOSE LUIS PEREZ	09/17/2026	Regular	0.00	286.00	345589
013467	SATICOY UPHOLSTERY - ZUNIGA, RUTILIO	09/17/2026	Regular	0.00	399.00	345590
016993	SILICON NETWORKS, LLC	09/17/2026	Regular	0.00	3,427.70	345591
015368	SINGER, DAN	09/17/2026	Regular	0.00	137.60	345592
010785	SMART & FINAL	09/17/2026	Regular	0.00	501.67	345593
011524	SOLID WASTE SOLUTIONS	09/17/2026	Regular	0.00	605.00	345594
010795	SOUTHERN CALIFORNIA EDISON	09/17/2026	Regular	0.00	165,159.94	345595
015809	STANDARD SITE RENTALS INC.	09/17/2026	Regular	0.00	864.23	345596
011144	STAPLES, INC.	09/17/2026	Regular	0.00	432.60	345597
013828	STEAM CLEANERS INC.	09/17/2026	Regular	0.00	146.11	345598
013800	STERICYCLE ENVIRONMENTAL SOLUTIONS	09/17/2026	Regular	0.00	0.75	345599
014622	TARANTINO, TOM	09/17/2026	Regular	0.00	17.20	345600
016389	TINY MOBILE ROBOTS US LLC	09/17/2026	Regular	0.00	400.16	345601
011974	T-MOBILE USA INC.	09/17/2026	Regular	0.00	45.48	345602
011891	ULINE SHIPPING SUPPLIES	09/17/2026	Regular	0.00	1,030.53	345603

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
013736	V.C.T.C.	09/17/2026	Regular	0.00	350.00	345604
015186	VENTURA COUNTY AUTO SUPPLY, INC.	09/17/2026	Regular	0.00	159.43	345605
015375	VENTURA LOCKSMITHS	09/17/2026	Regular	0.00	1,670.34	345606
010975	VENTURA REGIONAL SANITATION DISTRICT	09/17/2026	Regular	0.00	188,423.23	345607
010952	VENTURA TROPHY COMPANY	09/17/2026	Regular	0.00	26.94	345608
017114	VERITIV OPERATING COMPANY	09/17/2026	Regular	0.00	420.50	345609
011539	VERIZON WIRELESS	09/17/2026	Regular	0.00	2,845.94	345610
016578	VITAL RECORDS HOLDINGS, LLC	09/17/2026	Regular	0.00	235.19	345611
014993	WATKINS, KATE	09/17/2026	Regular	0.00	51.60	345612
015847	WHITE RABBIT MAGIC LLC	09/17/2026	Regular	0.00	3,300.00	345613
011010	WILLDAN ENGINEERING	09/17/2026	Regular	0.00	59,788.06	345614
	Void	09/17/2026	Regular	0.00	0.00	345615
015506	PAYMENTUS GROUP, INC.	09/18/2026	Bank Draft	0.00	13,556.40	992718

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	517	184	0.00	1,110,385.49
Manual Checks	0	0	0.00	0.00
Volded Checks	0	4	0.00	-71.46
Bank Drafts	1	1	0.00	13,556.40
EFT's	0	0	0.00	0.00
	518	**189**	**0.00**	**1,123,870.43**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PY-PAYROLL						
011103	COLONIAL LIFE & ACCIDENT	09/08/2026	Regular	0.00	2,437.03	345481
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY	09/08/2026	Regular	0.00	821.32	345482
010371	METLIFE SBC	09/08/2026	Regular	0.00	417.10	345483
010331	RELIANCE STANDARD LIFE INSURANCE	09/08/2026	Regular	0.00	631.69	345484
014422	RELIANCE STANDARD LIFE INSURANCE	09/08/2026	Regular	0.00	5,529.52	345485
010331	RELIANCE STANDARD LIFE INSURANCE	09/08/2026	Regular	0.00	6,155.84	345486
011688	CALIFORNIA STATE DISBURSEMENT UNIT	09/11/2026	Regular	0.00	662.76	345487
010553	ICMA RETIREMENT TRUST-457	09/11/2026	Regular	0.00	19,803.38	345488
010554	ICMA RETIREMENT TRUST-457 (PT)	09/11/2026	Regular	0.00	909.81	345489
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	09/11/2026	Regular	0.00	3,100.00	345490
010291	SEIU LOCAL 721	09/11/2026	Regular	0.00	701.35	345491
010898	UNITED WAY OF VENTURA COUNTY	09/11/2026	Regular	0.00	10.00	345492
011688	CALIFORNIA STATE DISBURSEMENT UNIT	09/25/2026	Regular	0.00	662.76	345616
010553	ICMA RETIREMENT TRUST-457	09/25/2026	Regular	0.00	19,807.10	345617
010554	ICMA RETIREMENT TRUST-457 (PT)	09/25/2026	Regular	0.00	1,241.07	345618
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	09/25/2026	Regular	0.00	3,100.00	345619
010291	SEIU LOCAL 721	09/25/2026	Regular	0.00	701.35	345620
010898	UNITED WAY OF VENTURA COUNTY	09/25/2026	Regular	0.00	10.00	345621
010420	INTERNAL REVENUE SERVICE	09/02/2026	Bank Draft	0.00	70,314.09	992696
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	09/02/2026	Bank Draft	0.00	22,632.12	992697
014872	STATE OF CALIFORNIA EDD - SDI	09/02/2026	Bank Draft	0.00	2,359.15	992698
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	09/02/2026	Bank Draft	0.00	88,129.29	992699
013539	WAGE WORKS, INC.	09/02/2026	Bank Draft	0.00	210.00	992700
013539	WAGE WORKS, INC.	09/10/2026	Bank Draft	0.00	863.68	992705
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S'	09/10/2026	Bank Draft	0.00	110,483.25	992706
010420	INTERNAL REVENUE SERVICE	09/16/2026	Bank Draft	0.00	73,043.77	992707
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	09/16/2026	Bank Draft	0.00	24,274.27	992708
014872	STATE OF CALIFORNIA EDD - SDI	09/16/2026	Bank Draft	0.00	2,484.02	992709
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	09/16/2026	Bank Draft	0.00	87,705.95	992710
013539	WAGE WORKS, INC.	09/16/2026	Bank Draft	0.00	21.00	992711
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	09/30/2026	Bank Draft	0.00	87,960.24	992712
013539	WAGE WORKS, INC.	09/23/2026	Bank Draft	0.00	952.26	992713
010420	INTERNAL REVENUE SERVICE	09/30/2026	Bank Draft	0.00	66,995.81	992714
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	09/30/2026	Bank Draft	0.00	21,719.81	992715
014872	STATE OF CALIFORNIA EDD - SDI	09/30/2026	Bank Draft	0.00	2,501.31	992716

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	114	18	0.00	66,702.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	191	17	0.00	662,650.02
EFT's	0	0	0.00	0.00
	305	**35**	**0.00**	**729,352.10**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	631	202	0.00	1,177,087.57
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-71.46
Bank Drafts	192	18	0.00	676,206.42
EFT's	0	0	0.00	0.00
	823	**224**	**0.00**	**1,853,222.53**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2026	1,853,222.53
			1,853,222.53

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Greg Barnes, Parks and Recreation Director

Subject: CONTRACT FOR THE UNION OIL BUILDING HVAC REPLACEMENT PROJECT WITH F.M. PEARCE CO. INC.

Date: October 21, 2026

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with F.M. Pearce Co. Inc. for the Union Oil Building HVAC Replacement, in the amount of $161,425.50.

BACKGROUND:

On November 16, 2022, in a move that was both unprecedented and unexpected, Chevron offered to donate the Property to the City, including the main building, the rig building, and the adjacent parking lot. Chevron also agreed to give the city a $2-million grant to pay for related deferred maintenance and, for a nominal price, various pieces of memorabilia and artifacts.

Staff received direction from City Council at the November 20th, 2024, Council meeting regarding use of the $2-million. Half of the gift was to be placed in a high interest-bearing account to be used for future maintenance needs and the remaining balance used on identified facility priorities. Those priorities and estimated costs presented to Council were:

Roof Replacement & Repair Flagpole	$285,000
HVAC Repairs / Replacement	$175,000
Abatement of Mold, Lead, Asbestos, & Radon	$65,000
Waterproofing Basement / Facility	$175,000
Repair Exterior Doors	$30,000
Total	**$730,000**

In addition to the HVAC project being presented this evening, other building improvements are also underway:

- Roof replacement project is currently underway.
- Partial abatement has been completed. Additional testing was also completed.
- Waterproofing contract is underway. Award of contract is on Council's agenda this

evening.

ANALYSIS:

The HVAC replacement project was posted publicly in accordance with the City's municipal code. Bid documents were publicly opened and certified by the City Clerk on September 24th, 2026, in City Council Chambers. Eight bids were received. The bid results are as follows:

Valor Construction Inc	$568,513.00
Retrofit Technology LLC	$444,254.00
Perfection Pro Contractors	$175,000.00
FM Pearce Co.	$140,370.00
MEP Fusion	$151,000.00
BKM Office Environments	$414,345.00
United Air Heating and AC Inc.	$313,890.00
HPS Mechanical Inc	$211,192.00

Staff finds that the low bid submitted by FM Pearce Co. is an acceptable bid, is responsive, and meets the requirements of the bid documents and the municipal code. Bidding rules require that the City Council award the contract to the lowest responsive and responsible bidder or reject all bids.

The attached agreement (EXHIBIT B) is for an up to amount of $161,425.50, which will allow for a 15% contingency, if needed.

STRATEGIC PLAN:

Although this item does not directly address the City's Council's Strategic Plan, it will allow the city to preserve a historic resource, attract tourism, and promote the City's standing as a regional leader of the arts, culture, and entertainment reflective of the City's values and history.

FISCAL IMPACTS:

Funding for the Union Oil Building HVAC Replacement is included in the approved Fiscal Year 2026–2027 CIP budget and is located in fund 207-5-9389-660. No additional General Fund impact is anticipated beyond the approved budget allocation.

OPTIONS:

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

1. Do not award the contract to FM Pierce Co.

If Council chooses not to award the contract, staff will be required to start the bid process over by advertising for bids, hold a public bid opening, and bring another contract before Council for consideration.

ATTACHMENTS:

EXHIBIT A: Certified Bids Union Oil Building HVAC.pdf
EXHIBIT B: Union Oil Building HVAC Replacement Contract_FM Pearce_2026.pdf

CITY OF SANTA PAULA

P.O. Box 569 • 970 Ventura Street • Santa Paula, CA 93060 • 805/933-4212

PROJECT: City of Santa Paula Oil Museum HVAC Replacement
PROJECT No.:
Bid Date: Thursday, September 24, 2026
Time of Opening: 3:00 PM
Location: City of Santa Paula Council Chamber, 790 Ventura Street, Santa Paula, CA 93060

Bidder Company Name/City	Bid Amount	Bond	Addendum/a
VALOR CONSTRUCTION INC NEWBURY PARK	$568,513.00		
RETROFIT TECHNOLOGY LLC BLOOMINGTON	$444,254.00		
PERFECTION PRO CONTRACTORS SANTA CLARITA	$175,000.00		
FM PEARCE CO. SANTA PAULA	$140,370.00		
MEP FUSION VALENCIA	$151,000.00		
BKM OFFICE ENVIRONMENTS CONSTRUCTION DIVISON CAMARILLO	$414,345.00		
UNITED AIR HEATING AND AC INC FILLMORE	$313,890.00		
HPS MECHANICAL INC BAKERSFIELD	$211,192.00		

Date: September 24, 2026

Julie Latshaw, CMC
City Clerk

Michael Schouten
Management Analyst

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

CITY OF SANTA PAULA
SHORT FORM CONSTRUCTION CONTRACT

Union Oil Building HVAC Replacement

1. PARTIES AND DATE.

This Contract is made and entered into this 21st day of October, 2026 by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and FM Pearce Co. Inc. a Corporation with its principal place of business at 1255 E. Main St., Satna Paula, CA 93060 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing HVAC related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City.

2.3 Project City desires to engage Contractor to render such services for the Santa Paula Union Oil Building HVAC Replacement Project ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a Certificate of General Liability Insurance, a Certificate of Commercial Automobile Insurance, a Certificate of Workers' Compensation Insurance, a copy of their Department of Industrial Relations registration, a Payment Bond, a Performance Bond, a Prevailing Wage Certification, a copy of their Contractor's License, and a Business License as required by the Contract.

3. TERMS

3.1 Compensation and Payment.

3.1.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of One Hundred Sixty-One Thousand, Four Hundred Twenty-Five Dollars and Fifty Cents ($161,425.50) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.1.2 Payment of Compensation. If the Work is scheduled for completion in thirty (90) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein.

On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.1.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.1.4 Contract Retentions. If this Contract is greater than Five Thousand dollars ($5,000), from each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.1.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract 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.

3.1.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the City to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, with the State or a federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City, which provides that no portion of the securities shall be paid to Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or

savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

3.1.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.1.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.1.9 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.2 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment and Performance Bonds (Exhibit “F”)
- Contractor’s License (Exhibit “G”)
- Insurance (Exhibit “H”)
- Department of Industrial Relations Registration (Exhibit “I”)

To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

3.3 Contractor’s Basic Obligation; Scope of Work.

3.3.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as

well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.3.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.3.3 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the City. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the City for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.3.4 Changes Ordered By City. City may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.3.5 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.4 Substitutions / "Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of

manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within 15 days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, 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 the sum of Five Hundred Dollars ($500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time

extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.5.3 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 occurring at the project site; (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 work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. 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 the City in its capacity as a municipal authority.

3.6 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and 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 Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work 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 Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.7 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor 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 under this Contract 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, and workers' compensation insurance.

3.8 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.9 Labor.

3.9.1 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. Since the Work is 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 Contract. 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 Contractor's principal place of business and at the project site. 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 any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.9.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.9.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker. Work must be performed within the hours of 7 a.m. and 5 p.m. unless otherwise notified, in writing, by the City.

3.9.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship

Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. 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.

3.9.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.9.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, 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 subject to any applicable liquidated damages 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 DIR against Contractor or any subcontractor.

3.10 Performance of Work; Jobsite Obligations.

3.10.1 Water Quality Management and Compliance.

3.10.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work 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); local 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.

3.10.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the

Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.10.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.10.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.10.1.5 Liability for Non-Compliance. Failure to comply with laws, regulations, standards, ordinances, and permits listed in Sections 3.10.1.1, 3.10.1.2, 3.10.1.3, and 3.10.1.4 of the Contract is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.10.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.10.1.7 Training. In addition to the standard of performance requirements set forth in this Contract, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.10.1. 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 paragraph 3.10.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.10.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In

carrying out its Work, 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.10.3 Laws and Regulations. 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 Contract or the Work, 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 the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If 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 Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.10.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.10.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.10.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that

Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.10.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.10.8 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). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their 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 Contract.

3.10.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.10.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters.

3.10.11 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 before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any work or altering the condition.

3.11 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has

completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.12 Claims; Government Code Claim Compliance.

3.12.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.12.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.12.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.12.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.12.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.12.4.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.12.4.3 Chronology of events and correspondence

3.12.4.4 Analysis of claim merit

3.12.4.5 Analysis of claim cost, including calculations and supporting documents

3.12.4.6 Time impact analysis in CPM format

3.12.5 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

3.12.5.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.12.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.12.6 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 Days of receipt of City's response or the City's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

3.12.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding

mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

3.12.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.12.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.12.7.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.12.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

3.12.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.12.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

3.12.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.12.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.12.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.12.10 Government Code Claim Procedures.

3.12.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.12.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or 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.

3.12.10.3 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 adjustment of the Contract Time, Contract Price, or compensation or payment for 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 may not file any action against the City.

3.12.10.4 **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

3.12.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

3.13 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work 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 Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to the termination provisions in this Contract; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.14 Indemnification.

3.14.1 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 Contract, 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.

3.14.2 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 authorized 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 authorized 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 authorized 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 authorized 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 Contract, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.15 Insurance.

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract 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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by 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 Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.15.2.1 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 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business

Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk:* Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City). Policies shall not contain exclusions contrary to this Contract.

3.15.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 general aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (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 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Builders'/All Risk:* Completed value of the project. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.15.2.3 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 Contract 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 Contract.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.15.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.15.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired

or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.15.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) 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, employees, agents and volunteers.

3.15.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.15.5 Separation of Insureds; No Special Limitations. 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 officials, employees, agents and volunteers.

3.15.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than $1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

3.15.7 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 officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.15.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract 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 supplied or approved by the City. 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.

3.15.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.15.11 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 Work under this Contract.

3.16 Bond Requirements.

3.16.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 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 Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.16.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. 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.

3.17 Warranty. Contractor warrants all Work 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 Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work 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 Work 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 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.

3.18 Employee/Labor Certifications.

3.18.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.18.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.18.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented immigrants, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.19 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.20 General Provisions.

3.20.1 City's Representative. The City hereby designates the Parks & Recreation Director, Greg Barnes, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.20.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.20.3 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.20.4 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to

supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.20.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

FM PEARCE CO. INC.
1255 E. MAIN ST.
SANTA PAULA, CA 93060
ATTN: ABEL MONTIEL, OWNER

CITY:

CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060
ATTN: GREG BARNES, PARKS & RECREATION DIRECTOR

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.20.6 Time of Essence. Time is of the essence in the performance of this Contract.

3.20.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.20.9 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Ventura, State of California.

3.20.10 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.

3.20.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.20.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.20.13 Solicitation. 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 Contract. 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 Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.20.14 Conflict of Interest. 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 Contract. 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 Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to 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 Work.

3.20.15 Certification of License.

3.20.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.20.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.20.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.20.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior

negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.20.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.20.19 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[Signatures on Next Page]

SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF SANTA PAULA
AND FM PEARCE CO. INC.

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

CITY OF SANTA PAULA

Approved:

By: _____
DAN SINGER
CITY MANAGER

ATTESTED:

By: _____
Julie Latshaw
City Clerk

APPROVED AS TO FORM:

_____
Kellan Martz
Interim City Attorney

FM PEARCE CO. INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

721941
Contractor's License Number and Classification

1000871457
DIR Registration Number

EXHIBIT A

SCOPE OF WORK

CITY OF SANTA PAULA UNION OIL BUILDING HVAC INSTALLATION

Project Location: 1001 E Main Street

The purpose of this scope of work is to request quotes for the replacement of the HVAC system. Below are the line items which require cost estimates:

1.0 Installation of new curbs to meet current industry standards. Curbs must receive approval from project manager prior to installation.
- 1.1 Install new wood curbs at roof for new condensing units, new HVAC unit and new exhaust fan locations.

2.0 Provide and install new HVAC System for entire building, including both floors. All equipment must be UL/ETL listed, AHRI certified, and approved by project manager prior to installation.
- 2.1 Provide and install new HVAC units, pads, curbs, and bracing as noted on plans.
  - 2.1.1 Unit "A" – Iron Room Packaged RTU 3.5 Tons 1 Phase 208/230V.
  - 2.1.2 Unit "B" – North Hall Packaged RTU 5 Tons 1 Phase 208/230V
  - 2.1.3 Unit "C" – South Hall Packaged RTU 5 Tons 1 Phase 208/230V.
  - 2.1.4 Unit "D"- South Gallery Packaged RTU 5 Tons 1 Phase 208/230V.
  - 2.1.5 Unit "E" – Second Floor North Wing Packaged RTU 4 Tons 3 Phase 208/230V.
  - 2.1.6 Unit "F" – Second Floor South Wing Packaged RTU 4 Tons 3 Phase 208/230V.
  - 2.1.7 Unit "G" – Second Floor East Wing Packaged RTU 4 Tons 3 Phase 208/230V.
- 2.2 Provide and install new conduit, condensate lines, switches and electrical connections as required for current code compliance.
- 2.3 Contractor to make all final connections and verify all systems are operational.
- 2.4 Provide and install 5 new exhaust fans (120V, single phase, 250 CFM).
- 2.5 Provide and install aluminum base pipe flashing at all pipe penetrations.
- 2.6 Reseal existing ductwork using Aeroseal.

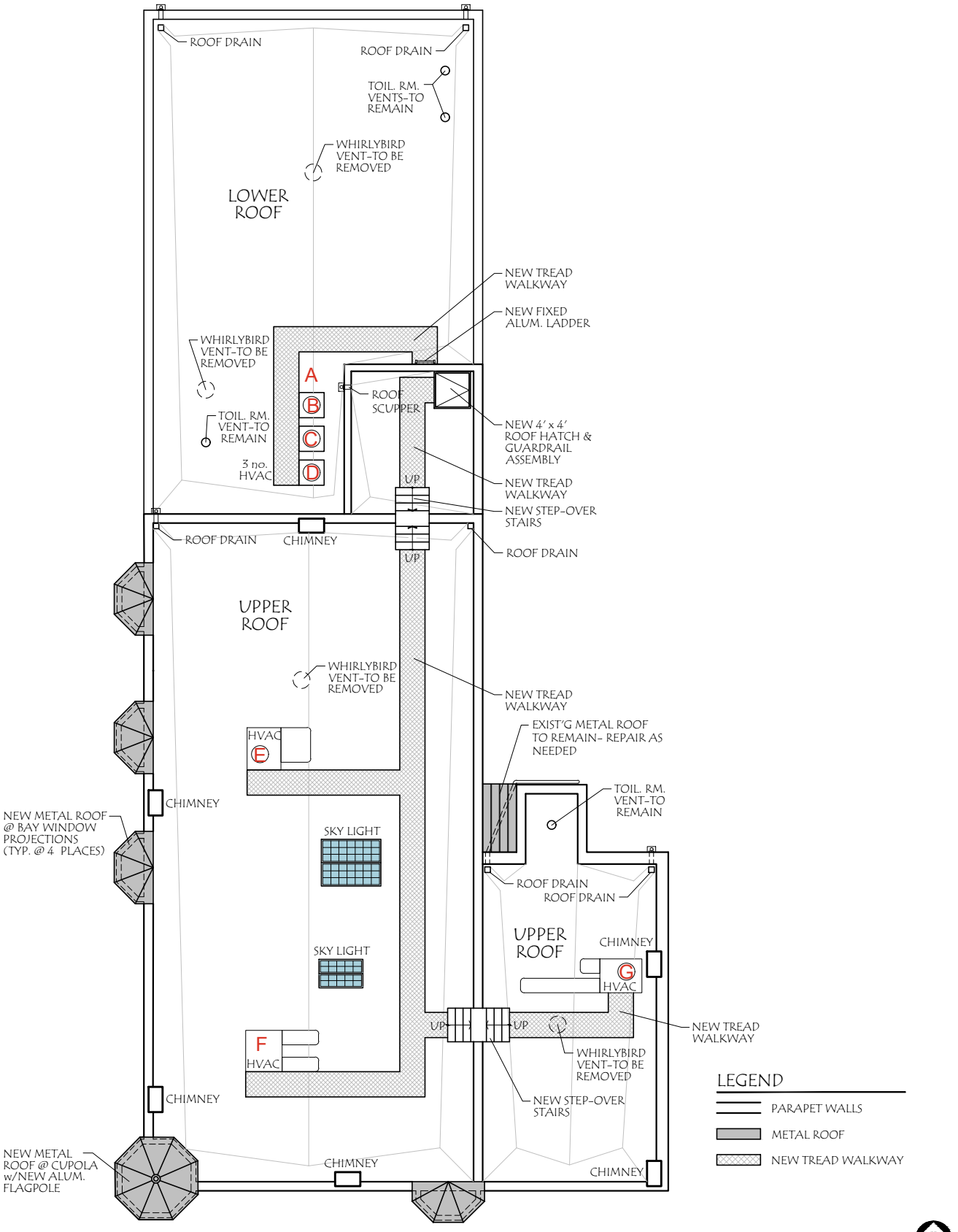
3.0 Remove all trash and debris from the work site. Construction debris must be removed from the building interior as well. Any asbestos containing materials must follow required procedures for disposal.

Additional Info:

- Project will be Prevailing Wage and requires DIR registration.
- Project to be completed to accepted industry standards, all current applicable Building and Safety codes for compliance of building and site improvements.
- Contractor and all sub-contractors are required to maintain a clean job site at all times including but not limited to: removal of all trash and excess materials daily, all construction areas to be swept daily and kept generally free of litter, excess materials and waste.
- Contractor to ensure job site is secure at all times. At **NO** time shall the job site be unlocked and accessible to the general public. All doors to remain locked, alarmed and opened only in coordination with City Maintenance staff and/or Project Manager.
- Upon completion of work, contractor to repair all damaged items and areas caused during construction.
- Number of days required to complete the work is 15. Work hours are from 8am to 4pm Monday through Friday.

EXHIBIT “B”

PLANS AND SPECIFICATIONS



OIL MUSEUM BUILDING

NEW ROOF PLAN

NOT TO SCALE







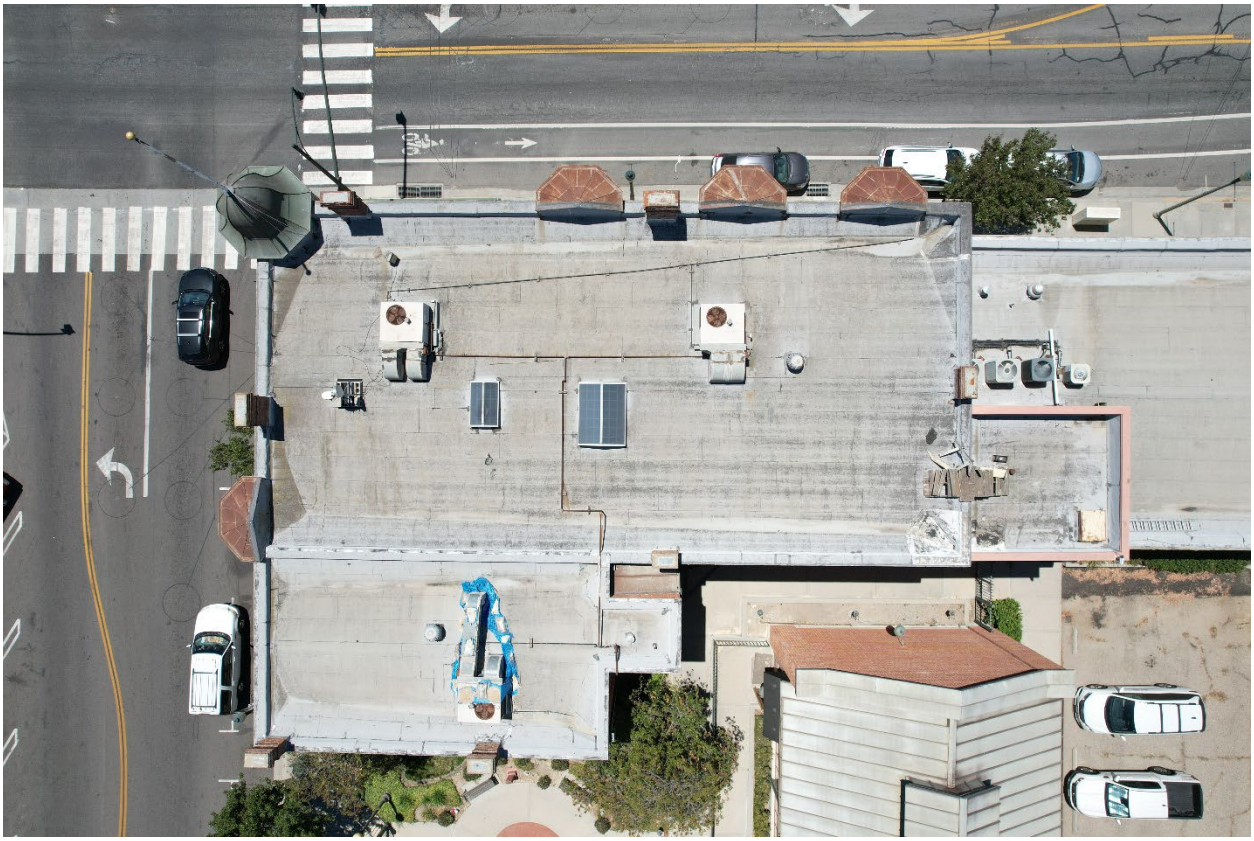


EXHIBIT “C”

SPECIAL CONDITIONS

NONE

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

FM Pearce Co Inc.

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor: FM Pearce Co Inc

DIR Registration Number: 1000871457

DIR Registration Expiration: 06-30-2027

Small Project Exemption: _____ Yes or __x___ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.

2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: FM Pearce Co Inc.

Signature:_____

Name and Title:_____

Dated:_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

MERCHANTS BONDING COMPANY™

September 24, 2026

RE: Principal: FM Pearce Co. Inc. (FM Pearce Co. Inc.)
Current Bonding Limits: $1,000,000 single, $1,000,000 aggregate
Providing Surety Needs Since: 2026

We are pleased to write to you concerning the above principal. We would anticipate no problems providing the customary performance and payment bonds for their normal scope of work should they enter into a written contract.

The surety for this principal, Merchants Bonding Company is an AM Best rated "A IX" company and is an admitted surety in all states. Merchants Bonding Company also appears on the U.S. Treasury list of approved companies.

Although this principal has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

Please contact us with any concerns or if we can be of further service.

Jason Dettbarn, Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

State of Iowa)
County of Dallas)

On this 24th day of September, 2026, before me personally appeared Jason Dettbarn, of Merchants Bonding Company, who being sworn, stated that he/she is Attorney-In-Fact for the surety and that he/she signed this instrument for the surety.

NOTARIAL SEAL IOWA
PENNI MILLER
Commission Number 787952
My Commission Expires
January 20, 2027

Penni Miller, Notary Public
My commission expires: January 20, 2027

street 6700 Westown Parkway, West Des Moines, IA 50266-7754
mailing P.O. Box 14498, Des Moines, IA 50306-3498
toll free 800.678.8171 **local** 515.243.8171 **fax** 515.243.3854
email info@merchantsbonding.com **website** merchantsbonding.com

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jason Dettbarn

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of September , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of September 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of September , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

EXHIBIT “G”

CONTRACTOR’S LICENSE

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 721941

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/5/2026 11:29:27 AM

Business Information

F M PEARCE COMPANY INC
1255 E MAIN STREET
SANTA PAULA, CA 93060
Business Phone Number:(805) 525-5516

Entity Corporation
Issue Date 04/25/1996
Reissue Date 12/12/2001
Expire Date **12/31/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY .
Bond Number: SC1029506
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ABEL MONTIEL certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 11/05/2004

Workers' Compensation

This license has workers compensation insurance with the TRUCK INSURANCE EXCHANGE
Policy Number:B09313463
Effective Date: 07/01/2025
Expire Date: 07/01/2027
Workers' Compensation History

Workers' compensation classification code(s):
51873 - Heating/Air Conditioning Equip-high wage
55422 - Heating/Air Conditioning Duct-high wage
55382 - Heating/Air Conditioning Duct-low wage

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Miscellaneous Information

- 12/12/2001 - LICENSE REISSUED TO ANOTHER ENTITY

Back to Top Conditions of Use Privacy Policy Accessibility
Accessibility Certification

Copyright © 2026 State of California

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **721941** Entity CORP

Business Name F M PEARCE COMPANY INC

Classification(s) C20

Expiration Date 12/31/2027 www.cslb.ca.gov

EXHIBIT “H”

INSURANCE CERTIFICATE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949
FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
F M PEARCE COMPANY INC
1255 E MAIN ST
SANTA PAULA, CA 93060-2997

COVERAGES **CERTIFICATE NUMBER: 44** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[ ] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] BUSINESS OWNER'S LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	6156156	04/01/2026	04/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP ACC	$1,000,000 $100,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	6156157	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	6156158	04/01/2026	04/01/2027	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESSOWNERS LIABILITY.

CERTIFICATE HOLDER
CITY OF SANTA PAULA
PO BOX 569
SANTA PAULA, CA 93061-0569
44 0

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Nicholas R. Zower

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

A. Paragraph **C.** Who Is An Insured is amended to include as an additional insured any person or organization, other than a joint venture, for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

This additional insurance does not apply to:

1. An employee, association of employees or labor union, except with respect to work performed by or for you for such employee, association of employees or labor union under direct contract between you as contractor and such employee, association of employees or labor union as owners;
2. Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
3. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of or the failure in preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, specifications or the performance of any other professional services by such person or organization; or
4. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.

B. The Coverage extended to any additional insured by this endorsement is limited to, and subject to, all terms, conditions, and exclusions of the coverage form to which this endorsement is attached.

In addition, Coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. In the event that the Limits of Insurance shown in the Declarations exceeds the limits of liability required in a written contract or written agreement for an additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that written contract or written agreement.

D. Additional Exclusions

The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" which occurs prior to the date of your contract with such person or organization;
2. To "bodily injury" or "property damage" included within the "products - completed operations hazard"; or
3. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Policy Number: B09313463 Date Entered: 06/25/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
FALSKEN & ASSOCIATES INSURANCE AGENCY 3262 E. Thousand Oaks Blvd. #207 Thousand Oaks, CA 91362	PHONE (A/C, No, Ext): (805)494-4187	FAX (A/C, No): (805)494-4197
	E-MAIL ADDRESS: christina@falskenassociates.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Truck Insurance Exchange	21-709
INSURER B: Mid- Century Insurance Company	21-687
INSURER C: Farmers Insurance Exchange	21-652
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: F M Pearce Company Inc.
1255 E Main Street
Santa Paula, CA 93060

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		B09313463	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Paula
PO Box 569,
Santa Paula, CA 93061

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tim Falsken
Tim Falsken

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Policy Number: B09313463

Date Entered: 5/26/2026

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Timothy Falsken Insurance Agency , Inc. 3262 E. Thousand Oaks Blvd. #207 Thousand Oaks, CA 91362	PHONE (A/C, No, Ext): (805)494-4187	FAX (A/C, No): (805)494-4197
	E-MAIL ADDRESS: christina@falskenassociates.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
F M Pearce Company Inc. 1255 E Main Street Santa Paula, CA 93060	INSURER A: Truck Insurance Exchange	21-709
	INSURER B: Mid- Century Insurance Company	21-687
	INSURER C: Farmers Insurance Exchange	21-652
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		B09313463	7/1/2026	7/1/2027	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Robert William Company, LLC
PO Box 1025
Santa Paula, CA 93061

caitlin@rwc-llc.com
christina@rwc-ll.com

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tim Falsken

Tim Falsken

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT "I"

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

State of California
Department of
Industrial Relations

Home

Get started Log in

Sign up

Home > Customer Account Lookup >

1000871457 - F M Pearce Company Inc.

1000871457 - F M Pearce Company Inc.

Customer Account Lookup

PWCR

1000871457

Contractor Status

DIR Approved

CSLB

721941

Business Phone

8055255516

Ext

Registration Start Date

2025-10-24

Legal Entity Name

F M Pearce Company Inc.

Doing Business As (DBA)

F M Pearce Company Inc.

Business Structure

Corporation

President

Diana Montiel

Email

fmpearceam@hotmail.com

Registration End Date

2027-06-30

Crafts

Sheet Metal Worker

Address

Mailing Address

1255 E Main St

Mailing Address - City

Santa Paula

Mailing Address - State

California

Mailing Address - Zip

93060

Mailing Address - Country

United States

Physical Address

1255 E Main St

Physical Address - City

Santa Paula

Physical Address - State

California

Physical Address - Zip

93060

Physical Address - Country

United States of America

Related Lists

Registration Dates (3)

Terms & Conditions
Privacy Policy
Disclaimer
Nondiscrimination Notice
Accessibility
dir.ca.gov

Copyright 2026 State of California

"EXHIBIT 2"
BID SCHEDULE FOR:
City of Santa Paula Oil Museum HVAC Replacement Project

Contractor Name: FM PEARCE CO. INC. Lic.# 721941 C20

A. The undersigned proposes to furnish all Labor, Equipment and Materials required to complete the Improvements per the contract and price specified below.

B. This bid includes addenda number(s) (IF REQUIRED) 1, 2 & 3

All Quantities are computed on an "Approx. Measured in Place Basis". Bidders shall compute their own measurements and waste factors into their bids.

C.

No.	Description	Quantity	Unit	Total Price
1.	General Conditions	1	Each	$7,350.00
2.	Site Preparation SOW items 1.0	1	Each	$8,000.00
3.	HVAC Equipment & Installation SOW items 2.0	1	Each	$125,220.00

The Sum of the Total Bid = Proposed contract price: $140,370.00

Submitted By:

Name: ABEL MONTIEL

Signed By: Abel Montiel

Date: 09-24-2026

MERCHANTS BONDING COMPANY™

September 24, 2026

RE: Principal: FM Pearce Co. Inc. (FM Pearce Co. Inc.)
Current Bonding Limits: $1,000,000 single, $1,000,000 aggregate
Providing Surety Needs Since: 2026

We are pleased to write to you concerning the above principal. We would anticipate no problems providing the customary performance and payment bonds for their normal scope of work should they enter into a written contract.

The surety for this principal, Merchants Bonding Company is an AM Best rated "A IX" company and is an admitted surety in all states. Merchants Bonding Company also appears on the U.S. Treasury list of approved companies.

Although this principal has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

Please contact us with any concerns or if we can be of further service.

Jason Dettbarn, Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

State of Iowa)
County of Dallas)

On this 24th day of September, 2026, before me personally appeared Jason Dettbarn, of Merchants Bonding Company, who being sworn, stated that he/she is Attorney-In-Fact for the surety and that he/she signed this instrument for the surety.

NOTARIAL SEAL IOWA
PENNI MILLER
Commission Number 787952
My Commission Expires
January 20, 2027

Penni Miller, Notary Public
My commission expires: January 20, 2027

street 6700 Westown Parkway, West Des Moines, IA 50266-7754
mailing P.O. Box 14498, Des Moines, IA 50306-3498
toll free 800.678.8171 **local** 515.243.8171 **fax** 515.243.3854
email info@merchantsbonding.com **website** merchantsbonding.com

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jason Dettbarn

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of September , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of September 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of September , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

F M PEARCE CO. INC

1255 E. MAIN ST.

SANTA PAULA CA. 93060

CONTRACTORS LICENCE 721941 C20

SANTA PAULA OIL MUSEUM

1. We have no pending and no previous litigation in the last 5 years.

F M PEARCE CO. INC

1255 E. MAIN ST.

SANTA PAULA CA. 93060

CONTRACTORS LICENCE 721941 C20

SANTA PAULA OIL MUSEUM

WORK PLAN

1. Upon receiving a signed contract, we will apply for and obtain Mechanical permits for this project and immediately place orders with our suppliers for equipment and materials. We will also reserve a date for crane service.
2. We will coordinate with the City of Santa Paula, the Robert William Co. (RWC) and other trades to start the demo of existing basement air handlers and the existing equipment bases, followed by the installation of bases approved by RWC. We will install the new basement air handlers and new exhaust fans.
3. We will load the equipment, ductwork and installation materials with a crane and commence the installation. The installation of the package units will include roof ductwork per SMACNA duct standards, electrical disconnects, 120-volt convenience outlet(s), 7-day programable commercial thermostats with remote temperature sensors (for the split systems), condensate piping and duct sealing, and seismic restraints. The split systems installation will continue with the roof mounted heat pumps, the refrigerant piping will be installed with the joints brazed with silver solder, the piping will be purged with nitrogen to prevent carbon slag during the soldering process. The soldering will be accomplished with a fire watch, shielding and fire prevention equipment on hand. The split system piping will be tested for leaks to 450 lbs. of pressure; we will purge and evacuate the piping to 300 microns of vacuum or better. The systems will be charged with freon per manufactures requirements and industry standards.
4. The systems will be commissioned and checked for proper operation, then we will call for final inspection. Expected time to completion is 15 working days.
5. Upon completion we will deliver operation and installation manuals to RWC and instruct city personnel on the operation of the systems.

City of SANTA PAULA, CA
BUSINESS LICENSE

FM PEARCE COMPANY, INC
1255 MAIN ST (E)

LOCATION OF BUSINESS

This license is to be displayed conspicuously at the location of business, and is not transferable or assignable.

ABEL MONTIEL
FM PEARCE COMPANY, INC
1255 MAIN ST (E)
SANTA PAULA CA 93060

EXPIRATION DATE	
12/31/2026	
DATE PAID	**LICENSE NUMBER**
1/01/2026	0974
LICENSE FOR	
SALES/PROFESSIONS/SERVICES	
LICENSE FEE: $	204.00
GROUP NUMBER	**CLASS**
110	1

ISSUANCE DOES NOT INDICATE COMPLIANCE WITH FIRE, BUILDING, ZONING OR STATE LICENSE REQUIREMENTS.

Dear Client,

Please find your current year's license attached. Please note the following important information in regards to your license.

IMPORTANT
This Business License Receipt constitutes an acknowledgement for the payment of a business tax required by the Santa Paula City Code, to engage in, carry on or conduct, in this City, the business, trade, calling, profession, exhibitions, or avocation described hereon. THE HOLDER MUST COMPLY WITH ALL STATUTES AND ORDINANCES.

TRANSFER OF BUSINESS LICENSE TAX RECEIPT
Except in special cases this Business License Tax Receipt may be transferred to a new owner. Please contact the Business License Tax Department for further information and instructions.

CHANGE OF ADDRESS
A change of business address should be reported immediately to the Business License Tax Department.

Thank you,

Business Tax License Department
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061
(805) 933-4211

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
F M Pearce Company, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1255 E. Main Street

Requester's name and address (optional)

6 City, state, and ZIP code
Santa Paula, CA 93060

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 7 - 0 4 4 3 3 3 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 4/30/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Greg Barnes, Parks and Recreation Director

Subject: CONTRACT FOR THE UNION OIL BUILDING WATERPROOFING PROJECT WITH ARDALAN CONSTRUCTION COMPANY INC.

Date: October 21, 2026

Agenda Item: 10.F

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with Ardalan Construction Company Inc. for the Union Oil Building Waterproofing Project, in the amount of $112,295.20.

BACKGROUND:

On November 16, 2022, in a move that was both unprecedented and unexpected, Chevron offered to donate the property at 1001 E. Main Street to the City, including the main building, the rig building, and the adjacent parking lot. Chevron also agreed to give the city a $2-million gift to pay for related deferred maintenance and, for a nominal price, various pieces of memorabilia and artifacts.

Staff received direction from City Council at the November 20th, 2024, Council meeting regarding use of the $2-million. Half of the gift was to be placed in a high interest-bearing account to be used for future maintenance needs and the remaining balance used on identified facility priorities. Those priorities and estimated costs presented to Council were:

Roof Replacement & Repair Flagpole	$285,000
HVAC Repairs / Replacement	$175,000
Abatement of Mold, Lead, Asbestos, & Radon	$65,000
Waterproofing Basement / Facility	$175,000
Repair Exterior Doors	$30,000
Total	**$730,000**

In addition to the Waterproofing project being presented this evening, other building improvements are also underway:

- Roof replacement project is currently underway.
- Partial abatement has been completed. Additional testing was also completed.

- HVAC contract is underway. Award of contract is on Council's agenda this evening.

ANALYSIS:

The Waterproofing Project was posted publicly in accordance with the City's municipal code. Bid documents were publicly opened and certified by the City Clerk on October 8th, 2026, in City Council Chambers. Three bids were received. The bid results are as follows:

Ardalan Construction Company Inc.	$97,648.00
BKM Office Environments	$138,700.00
Best Contracting	$210,305.00

Staff finds that the low bid submitted by Ardalan Construction Company Inc. is an acceptable bid, is responsive, and meets the requirements of the bid documents and the municipal code. Bidding rules require that the City Council award the contract to the lowest responsive and responsible bidder or reject all bids.

The attached agreement (EXHIBIT B) is for an up to amount of $112,295.20, which will allow for a 15% contingency, if needed.

STRATEGIC PLAN:

Although this item does not directly address the City's Council's Strategic Plan, it will allow the city to preserve a historic resource, attract tourism, and promote the City's standing as a regional leader of the arts, culture, and entertainment reflective of the City's values and history.

FISCAL IMPACTS:

Funding for the Union Oil Building Waterproofing Project is included in the approved Fiscal Year 2026–2027 CIP budget and is located in fund 207-5-9389-660. No additional General Fund impact is anticipated beyond the approved budget allocation.

OPTIONS:

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

1. Do not award the contract to Ardalan Construction Company Inc.

If Council chooses not to award the contract, staff will be required to start the bid process over by advertising for bids, hold a public bid opening, and bring another contract before Council for consideration.

ATTACHMENTS:

EXHIBIT A: Certified Bid Sheet Union Oil Building Waterproofing.pdf

EXHIBIT B: Union Oil Building Waterproofing Contract_Ardalan_2026.pdf

CITY OF SANTA PAULA

P.O. Box 569 • 970 Ventura Street • Santa Paula, CA 93060 • 805/933-4212

PROJECT: CITY OF SANTA PAULA OIL MUSEUM WATERPROOFING PROJECT

PROJECT No.:
Bid Date: Thursday, October 8, 2026
Time of Opening: 3:00 PM
Location: SP City Hall Council Chambers
970 Ventura St, Santa Paula, Ca 93060

Bidder Company Name/City	Bid Amount	Bond	Addendum/a
ARDALAN CONSTRUCTION THOUSAND OAKS	97,648.00		
BKM OFFICE ENVIRONMENT	138,700.00		
BEST CONTRACTING GARDENA	210,305.00		

October 8, 2026
Date

Gregory Barnes
Parks & Recreation Director

October 8, 2026
Date

Julie Latshaw
City Clerk

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

CITY OF SANTA PAULA
SHORT FORM CONSTRUCTION CONTRACT

Union Oil Building Waterproofing Project

1. PARTIES AND DATE.

This Contract is made and entered into this 21st day of October, 2026 by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Ardalan Construction Company Inc. a Corporation with its principal place of business at 8 E. Gainsborough Rd., Thousand Oaks, CA 91360 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing building waterproofing related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City.

2.3 Project. City desires to engage Contractor to render such services for the Santa Paula Union Oil Building Waterproofing Project ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a Certificate of General Liability Insurance, a Certificate of Commercial Automobile Insurance, a Certificate of Workers' Compensation Insurance, a copy of their Department of Industrial Relations registration, a Payment Bond, a Performance Bond, a Prevailing Wage Certification, a copy of their Contractor's License, and a Business License as required by the Contract.

3. TERMS

3.1 Compensation and Payment.

3.1.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of One Hundred Twelve Thousand, Two Hundred Ninety-Five Dollars and Twenty Cents ($112,295.20) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.1.2 Payment of Compensation. If the Work is scheduled for completion in thirty (90) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more

than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.1.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.1.4 Contract Retentions. If this Contract is greater than Five Thousand dollars ($5,000), from each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.1.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract 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.

3.1.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the City to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, with the State or a federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City, which provides that no portion of the securities shall be paid to Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under

this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

3.1.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.1.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.1.9 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.2 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment and Performance Bonds (Exhibit “F”)
- Contractor’s License (Exhibit “G”)
- Insurance (Exhibit “H”)
- Department of Industrial Relations Registration (Exhibit “I”)

To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

3.3 Contractor’s Basic Obligation; Scope of Work.

3.3.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified pursuant to this Contract. All

Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.3.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.3.3 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the City. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the City for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.3.4 Changes Ordered By City. City may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.3.5 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.4 Substitutions / "Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process,

or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within 10 days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, 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 the sum of Five Hundred Dollars ($500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.5.3 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 occurring at the project site; (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 work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. 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 the City in its capacity as a municipal authority.

3.6 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and 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 Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work 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 Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.7 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor 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 under this Contract 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, and workers' compensation insurance.

3.8 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory

performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.9 Labor.

3.9.1 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. Since the Work is 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 Contract. 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 Contractor's principal place of business and at the project site. 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 any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.9.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.9.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker. Work must be performed within the hours of 7 a.m. and 5 p.m. unless otherwise notified, in writing, by the City.

3.9.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is

found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. 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.

3.9.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.9.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, 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 subject to any applicable liquidated damages 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 DIR against Contractor or any subcontractor.

3.10 Performance of Work; Jobsite Obligations.

3.10.1 Water Quality Management and Compliance.

3.10.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work 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); local 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.

3.10.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant

Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.10.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.10.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.10.1.5 Liability for Non-Compliance. Failure to comply with laws, regulations, standards, ordinances, and permits listed in Sections 3.10.1.1, 3.10.1.2, 3.10.1.3, and 3.10.1.4 of the Contract is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.10.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.10.1.7 Training. In addition to the standard of performance requirements set forth in this Contract, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.10.1. 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 paragraph 3.10.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.10.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.10.3 Laws and Regulations. 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 Contract or the Work, 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 the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If 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 Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.10.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.10.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.10.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.10.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.10.8 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). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their 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 Contract.

3.10.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.10.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters.

3.10.11 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 before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any work or altering the condition.

3.11 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.12 Claims; Government Code Claim Compliance.

3.12.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.12.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.12.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.12.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.12.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.12.4.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.12.4.3 Chronology of events and correspondence

3.12.4.4 Analysis of claim merit

3.12.4.5 Analysis of claim cost, including calculations and supporting documents

3.12.4.6 Time impact analysis in CPM format

3.12.5 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

3.12.5.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.12.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.12.6 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 Days of receipt of City's response or the City's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

3.12.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall

provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

3.12.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.12.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.12.7.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.12.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

3.12.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.12.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

3.12.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.12.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil

Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.12.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.12.10 Government Code Claim Procedures.

3.12.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.12.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or 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.

3.12.10.3 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 adjustment of the Contract Time, Contract Price, or compensation or payment for 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 may not file any action against the City.

3.12.10.4 **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

3.12.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

3.13 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work 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 Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to the termination provisions in this Contract; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.14 Indemnification.

3.14.1 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 Contract, 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.

3.14.2 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 authorized 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 authorized 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 authorized 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 authorized 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 Contract, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.15 Insurance.

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract 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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by 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 Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.15.2.1 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 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk:* Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City). Policies shall not contain exclusions contrary to this Contract.

3.15.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 general aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (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 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Builders'/All Risk:* Completed value of the project. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.15.2.3 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 Contract 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 Contract.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.15.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance

maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.15.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.15.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) 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, employees, agents and volunteers.

3.15.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.15.5 Separation of Insureds; No Special Limitations. 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 officials, employees, agents and volunteers.

3.15.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than $1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

3.15.7 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 officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City

guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.15.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract 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 supplied or approved by the City. 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.

3.15.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.15.11 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 Work under this Contract.

3.16 Bond Requirements.

3.16.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 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 Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be

increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.16.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. 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.

3.17 Warranty. Contractor warrants all Work 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 Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work 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 Work 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 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.

3.18 Employee/Labor Certifications.

3.18.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.18.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.18.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented immigrants, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.19 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.20 General Provisions.

3.20.1 City's Representative. The City hereby designates the Parks & Recreation Director, Greg Barnes, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.20.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.20.3 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.20.4 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.20.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

ARDALAN CONSTRUCTION COMPANY, INC.
8 E. GAINSBOROUGH RD.
THOUSAND OAKS, CA 91360
ATTN: MOZAFAR ARDALAN, OWNER

CITY:

CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060
ATTN: GREG BARNES, PARKS & RECREATION DIRECTOR

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.20.6 Time of Essence. Time is of the essence in the performance of this Contract.

3.20.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.20.9 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Ventura, State of California.

3.20.10 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.

3.20.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.20.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.20.13 Solicitation. 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 Contract. 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 Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.20.14 Conflict of Interest. 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 Contract. 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 Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to 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 Work.

3.20.15 Certification of License.

3.20.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.20.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.20.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.20.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.20.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.20.19 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[Signatures on Next Page]

SIGNATURE PAGE FOR CONSTRUCTION CONTRACT BETWEEN THE CITY OF SANTA PAULA AND ARDALAN CONSTRUCTION COMPANY, INC.

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

CITY OF SANTA PAULA

Approved:

By: _____
DAN SINGER
CITY MANAGER

ATTESTED:

By: _____
Julie Latshaw
City Clerk

APPROVED AS TO FORM:

_____
Kellan Martz
Interim City Attorney

ARDALAN CONSTRUCTION COMPANY, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

893121
Contractor's License Number and Classification

1000000782
DIR Registration Number

SCOPE OF WORK

CITY OF SANTA PAULA UNION OIL BUILDING WATERPROOFING

PROJECT PROJECT LOCATION:

1001 EAST MAIN STREET, SANTA PAULA, CA 93060

The purpose of this scope of work is to obtain bids for Waterproofing of the Basement of the City of Santa Paula Oil Museum.

Below are the line items that need cost estimates:

1.0 Protect-in-place all adjacent non-work areas, prepare existing work areas, basement wall below grade and existing raised planters.

1.1 Remove all loose debris, clean areas, patch as required and prepare all surfaces for proper waterproofing adhesion, drainage and concrete work.

1.2 Apply waterproof coating per manufacturer specifications along entire length below grade East façade exterior including: below grade basement, raised foundation and inside existing raised planter walls. Waterproofing material specification to be Sikalastic HLM 5000 T #809763 Liquid, Cold-Applied Elastomeric Waterproofing Membrane System or approved equal (605 sq. ft.).

2.0 Install new drainage including relocation of existing line.

2.1 Relocate existing 2" dia. PVC drainage line (Fire suppression system drain) to below grade and daylight out to existing planter area. Drain to connect to existing roof drainage downspout piping.

2.2 Drill a minimum of 5/8" dia. weep holes through existing concrete raised planters. Space holes every 4 feet. Holes to be located within 3" of bottom of existing planter and above existing walkways.

2.3 Install 1 no. 16" dia. concrete vertical monitoring pipe with cap at min. 12" below basement bottom of footing (10' approx. ht.).

2.3.1 Apply waterproofing material as specified in SOW 1.2.

2.3.2 Perforate the pipe by drilling 5/8" holes at 6" centers at 45-degree angle. Perforate only the bottom 4' (6-8 rows) of the pipe.

2.3.3 Install weed mat at exterior of pipe.

2.3.4 Surround pipe with ½" gravel, 6" thick.

3.0 In each planter, remove all existing electrical including wiring, conduit and fixtures. Install new Schedule 40 conduit and 2-gang waterproof outlet boxes, as noted on the plans, for future lighting.

3.1 Outlet boxes to be recessed in the new concrete bench tops. Locations to be coordinated in the field with the contractor, prior to installation of concrete cap.

4.0 Backfill existing below grade basement exterior trench the entire length of East façade with 2-sack slurry (54 cu. yd.).

4.1 Fill existing watertight raised planters with 2-sack slurry to top edge (8.5 cu. yd.).

4.2 Pack and level area adjacent to newly filled trench and raised planters for new concrete flatwork. Regrade existing walkway area to slope away from existing building and rear entrance door (170 sq. ft.).

5.0 Prepare existing raised concrete planters for the addition of new poured-in-place concrete bench top.

5.1 Drill and epoxy 6" length #2 dowels into existing raised planter wall top edge to tie into new concrete cap, min. 3" embed and 18" spacing on center (approx. 60 no.).

5.2 Apply continuous waterproof mastic joint sealant at all new concrete and existing building walls.

6.0 Prepare existing concrete slab walkway and existing grade for the addition of new concrete walkway slab.

6.1 Drill and epoxy #3 dowels into existing concrete walkway, min. 6" embed (11 no.).

6.2 Install 4 x4 welded wire mesh at new slab areas (170 sq. ft.).

7.0 Form and pour-in-place new concrete bench top minimum 4" thick (249 sq. ft.).

7.1 Standard Concrete specification of 3,000 psi (28 MPa) fine aggregate mix with fiber reinforcement minimum residual strength of 200 psi (1.4 MPa).

7.2 New bench top to slope away from building at 1/8" per linear foot. Straight edges to be flat and smooth, with variations of no more than 1/16" over a 4' length of bench. Nominal thickness should vary by no more than 1/16" over a 4' length of top and nominal thickness should vary by no more than 1/32" across a control joint. There should be no tool marks visible on any finished surface. Filled voids and pinholes in the surface should be no more than 1/32" deep. The top undersides should be flat, smooth-to-the-touch and free of drips, chips and lumps.

7.3 Curved edges should be smooth and fair with all external edges and corners to receive ¼" radius edges and overhang existing concrete raised planter walls a min. of 2" from face.

7.4 Continuous drip edge to be formed under all overhang edges of bench top.

7.5 Continuous ½" wide recessed channel to be formed under the continuous overhang for future LED strip lighting.

7.6 Control joints to be spaced evenly across the entire length of the bench top and occur at approx. 6' intervals along entire bench top length.

7.7 All dowels, reinforcement, and forms to be inspected and approved by project manager prior to concrete pour.

8.0 Form and pour-in-place new reinforced concrete walkway min. 4" thick (170 sq. ft.).

8.1 Standard Concrete specification of 3,000 psi (28 MPa) 3/8" dia. pea gravel mix. Material samples to be approved by the project manager prior to installation.

8.2 New walkway slab to slope a minimum of 1/8" per linear foot away from existing building and rear entrance door.

8.3 Broom finish and concrete color to match adjacent existing concrete pathway.

8.4 Control joints to be installed where new concrete abuts existing concrete walkways and in new concrete paving according to slope direction to prevent future cracking.

9.0 Reinstall the reserved metal gate in its original location. Additional existing fence panels are stored on site for use.

9.1 Cut bottom portion of existing fence panel and post adjacent to building to fit the new concrete bench top.

9.2 Fabricate and weld new metal bottom rail matching existing metal frame. Allow no more than a 4" gap from surface of new bench top to bottom of new bottom rail. Existing end post to be cut to allow a 2" gap from new bench top.

9.3 Weld the reconfigured fence panel to existing fence posts and attach reconfigured side panel with post to building with heavy- duty galvanized metal sleeve anchors. **DO NOT** anchor to new concrete bench.

9.4 Sand, prime and paint with minimum two coats each entire fence, gates and posts at raised planter area. Colors to match existing fence. Protect all adjacent areas from paint exposure.

10.0 Reseal 3 no. blocked in existing basement window openings (approx. 3' x 3' size)

10.1 Protect entire existing basement area by enclosing each individual work area with min. 2 layers floor to ceiling plastic sheeting.

10.2 Remove all paint, dirt, grease, and efflorescence (white mineral deposits) via wire brushing or sandblasting at each location to create a bare and clean surface for sealant bond.

10.3 Seal all cracks, holes, or wall joints with hydraulic cement (e.g. Fast Plug or approved equal) or polyurethane sealant before applying waterproof coating.

10.4 Apply SikaTop-107 seal waterproof sealant (or approved equal) to the interior of the basement former window areas and HVAC intake assembly per manufacturer's specification.

Additional Info:

- Project will be Prevailing Wage and requires DIR registration.
- Project to be completed to accepted industry standards, all current applicable Building and Safety codes for compliance of building and site improvements.
- Contractor to coordinate all required City of Santa Paula Building and Safety job site inspections as required for compliance, be responsible for pulling of project permit and obtaining job card signatures.
- Contractor and all sub-contractors are required to maintain a clean job site at all times including but not limited to: removal of all trash and excess materials daily, all construction areas to be swept daily and kept generally free of litter, excess materials and waste.

- Contractor to ensure job site is secure at all times. At **NO** time shall the job site be unlocked and accessible to the general public. All doors to remain locked, alarmed and opened only in coordination with City Maintenance staff and/or Project Manager.
- Upon completion of work, contractor to repair all damaged items and areas damaged during construction.
- Contractor to submit waterproofing material and all material samples for approval by the project manager prior to installation.
- Number of days required to complete the work 10. Work hours are from 8am to 4pm Monday through Friday.

EXHIBIT “B”

PLANS AND SPECIFICATIONS

CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL VERIFY ON SITE ALL DIMENSIONS PRIOR TO STARTING WORK. THE DESIGNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES PRIOR TO PROCEEDING.
2. UNLESS OTHERWISE NOTED OR SHOWN, ALL PHASES OF WORK ARE TO CONFORM TO THE MINIMUM STANDARDS OF THE CALIFORNIA BUILDING CODE (LATEST GOVERNING EDITION), LOCAL BUILDING CODES AND THOSE ASTM SPECIFICATIONS UPON WHICH THE STANDARDS ARE BASED. WHERE CONFLICTS BETWEEN BUILDING CODES AND SPECIFICATIONS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
3. ALL ASTM DESIGNATIONS REFERRED TO ON THESE DRAWINGS SHALL BE THE LATEST ADOPTED OR REVISED SPECIFICATIONS.
4. ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
5. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
6. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, UNLESS OTHERWISE NOTED OR SHOWN. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK TO COMPLETION OF THE PROJECT, AS INDICATED IN THE CONTRACT DOCUMENTS, AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS AND PROCEDURES.
7. DETAILS; CONDITIONS NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED THE SAME AS SIMILAR CONDITIONS DETAILED AND/OR INDICATED ON THE PLANS.
8. NAILING; NAILING NOT SHOWN ON THE PLANS SHALL BE IN ACCORDANCE OF GOVERNING BUILDING CODES.
9. PROVIDE ALL TEMPORARY BRACING, SHORING AND GUYING TO AVOID EXCESSIVE STRESSES ON STRUCTURAL ELEMENTS, AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING ERECTION.
10. CONTRACTOR SHALL INVESTIGATE SITE DURING CLEARANCE AND EARTHWORK OPERATIONS OR FILLED EXCAVATIONS OR BURIED STRUCTURES, SUCH AS CESSPOOLS, CISTERNS, FOUNTAINS, ETC. IF ANY SUCH STRUCTURES ARE FOUND, THE STRUCTURAL ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
11. DO NOT CUT OR TRIM ANY TREES ON THE PROPERTY UNLESS OTHERWISE NOTED OR DIRECTED BY DESIGNER AND OWNER. AVOID FILLING OR CUTTING AROUND EXISTING TREES TO REMAIN. PROTECT THESE TREES WITH BARRIERS DURING CONSTRUCTION.
12. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED ROOF. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD FOR EACH PARTICULAR LEVEL.
13. CONTRACTOR SHALL PROTECT THE ADJOINING PROPERTY DURING EXCAVATION. PROTECTION SHALL BE SUCH THAT ANY EARTH OF THE ADJOINING PROPERTY WILL NOT CAVE-IN OR SETTLE.
14. THE CONTRACTOR SHALL NOTIFY THE "OWNER" OF ANY CONDITION REQUIRING MODIFICATION OR CHANGE, BEFORE PROCEEDING WITH WORK.
15. ALL CONSTRUCTION TO PROVIDE A WATERPROOFED AND WEATHER TIGHT. CONTRACTOR SHALL SEAL AS NECESSARY TO ACHIEVE THIS REQUIREMENT USING APPROVED METHODS AND MATERIALS AND FOLLOWING ALL PRODUCT MANUFACTURERS INSTRUCTIONS.
16. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF CALIFORNIA.
17. CONTRACTOR SHALL VERIFY IN THE FIELD ALL EXISTING CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO COMMENCEMENT OF WORK.
18. SHEET METAL & FLASHING: PROVIDE AND INSTALL SHEET METAL AND OR COPPER FLASHING AS DETAILED AND REQUIRED TO INSURE WATERTIGHT ASSEMBLY. ALL PIECES SHALL BE FABRICATED IN MAXIMUM PRACTICAL LENGTHS, FREE OF WARPS, BUCKLES AND DENTS AND OTHER DEFECTS.
19. ALL HOSES USED FOR ANY CONSTRUCTION ACTIVITIES SHALL BE EQUIPPED WITH A SHUT OFF NOZZLE. WHEN AN AUTOMATIC SHUT OFF CAN NOT BE PURCHASED OR OTHERWISE OBTAINED FOR THE SIZE & TYPE OF HOSE IN USE, THE NOZZLE SHALL BE AN AUTOMATIC SHUT OFF NOZZLE. ORD 3522 6(K).
20. FIRE BLOCK STUD WALLS (@ 10' INTERVALS/HORIZ. & VERT), ENCLOSED AND CONCEALED SPACES, AND AT OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS,ATTIC AND CHIMNEY CHASE, STAIR STRINGERS, AND SIMILAR PLACES AT CEILING AND FLOOR LEVELS CRC R302.11
21. AFTER COMMENCEMENT OF WORK, ANY FAULTS IN CONSTRUCTION DUE IN PART TO ERRORS IN THE CONSTRUCTION DOCUMENTS, SHALL BE CORRECTED BY CONTRACTOR OR SUBCONTRACTOR.
22. ALL GLAZING, AND VENTS CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD AREA/FIRE HAZARD SEVERITY ZONE REQUIREMENTS. VCBC CHAPTER 7A, VCFC ORD.30.
23. PROVIDE EMERGENCY EXIT DOOR MIN. 32" CLEAR INTERIOR FRAME TO INTERIOR FRAME.
24. AFTER COMMENCEMENT OF WORK, ANY DELAYS, PROBLEMS OR FAULTS IN CONSTRUCTION DUE IN FULL OR PART TO ERRORS OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS. THE LIA- BILITY FOR ERRORS AND OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL NOT EXCEED ANY FEES PAID TO THE THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS.

FIRE DEPARTMENT NOTES:

1. ALL CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD REQUIREMENTS PER VCBC SEC. CBC CHAPTER 7A FDP 22
2. ADDRESS:

   (a) THE ADDRESS SHALL BE VISIBLE AND LEGIBLE FROM THE STREET OR FRONTAGE ROAD.

   (b) THE ADDRESS NUMBERS SHALL BE OF MINIMUM FOUR INCHES (4") IN HEIGHT.

   (c) THE ADDRESS NUMBERS SHALL BE CONTRASTING COLORS TO THEIR BACKGROUND.

   BRASS OR GOLD NUMBERS SHALL NOT BE POSTED. (ADDRESS NUMBERS ON CURB ARE NOT ACCEPTABLE).

   (d) PERMANENT ADDRESS NUMBERS SHALL BE PROVIDED ON THE MAILBOX OR ON A PERMANENT SIGN OR POST ADJACENT TO THE DRIVEWAY ENTRANCE OF A FLAG LOT.
3. NO PERSON MAY TAP INTO ANY FIRE HYDRANT FOR ANY PURPOSE OTHER THAN FIRE SUPPRESSION OR EMERGENCY AID WITH OUT FIRST OBTAINING WRITTEN APPROVAL FROM THE WATER PURVEYOR SUPPLYING WATER TO THE HYDRANT & FROM THE CITY/COUNTY HEALTH DEPARTMENT. ORD 3522, SECTION 6(L).

SHEET INDEX:

#	SHEET	DESCRIPTION	SCALE
		ARCHITECTURAL	
1	A 0.0	TITLE SHEET, MAPS, PROJECT DATA & GENERAL NOTES	AS NOTED
2	A 1.0	(E) OVERALL SITE PLAN	1"=20'

SCOPE OF WORK

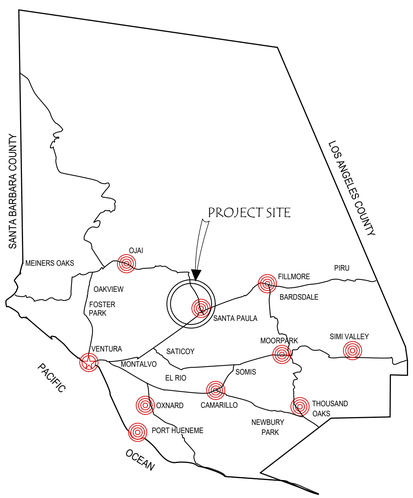
PROTECT-IN-PLACE ALL ADJACENT NON-WORK AREAS, PREPARE EXISTING WORK AREAS, BASEMENT WALL BELOW GRADE AND EXISTING RAISED PLANTERS. REMOVE ALL LOOSE DEBRIS, CLEAN AREAS, PATCH AS REQUIRED AND PREPARE ALL SURFACES FOR PROPER WATERPROOFING ADHESION, DRAINAGE AND CONCRETE WORK. INSTALL NEW DRAINAGE INCLUDING RELOCATION OF EXISTING LINE. INSTALL 16 INCH DIAMETER CONCRETE PIPE, AS NOTED ON PLANS, FOR FUTURE SUMP PUMP INSTALLATION. REMOVE EXISTING ELECTRICAL AND INSTALL NEW CONDUIT AND WIRING TO THE JUNCTION BOXES NOTED ON THE PLANS FOR FUTURE LIGHTING.BACKFILL EXISTING BELOW GRADE BASEMENT EXTERIOR AND ENTIRE LENGTH OF EAST FAÇADE 3' WIDTH TRENCH AND WATERTIGHT PLANTERS WITH ¾" DIA. MAX. GRAVEL (TYPE A1 OR A2). FILL EXISTING RAISED PLANTERS WITH 2-SACK SLURRY TO TOP EDGE. PREPARE EXISTING RAISED CONCRETE PLANTERS FOR THE ADDITION OF NEW POURED-IN-PLACE CONCRETE BENCH TOP. PREPARE EXISTING EXTERIOR BRICK WALL AND EXISTING GRADE FOR THE ADDITION OF NEW CONCRETE WALKWAY SLAB. FORM AND POUR-IN-PLACE NEW CONCRETE BENCH TOP MINIMUM 4" THICK. FORM AND POUR-IN-PLACE NEW REINFORCED CONCRETE WALKWAY MIN. 4" THICK. REINSTALL THE RESERVED METAL GATE IN ITS ORIGINAL LOCATION. RESEAL BLOCKED IN EXISTING BASEMENT WINDOW OPENINGS (APPROX. 3'X 3' SIZE)

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA CRC R301.2					
SEISMIC DESIGN CRITERIA	BASIC WIND SPEED (mph)	GROUND SNOW LOAD (psf)/ELEVATION(ft.)	CLIMATE ZONE	FLOOD ZONE DESIGNATION	DESIGN FLOOD ELEVATION
E	110 mph	NA	9	X	NA

PROJECT DATA:

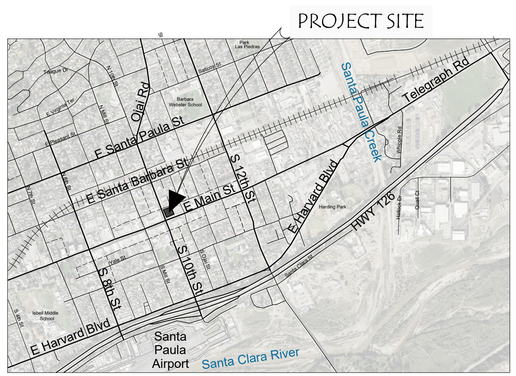
PROPERTY OWNER:	CITY OF SANTA PAULA
OWNER ADDRESS:	1001 E MAIN STREET SANTA PAULA, CA 93060
PROJECT ADDRESS:	1001 E MAIN STREET SANTA PAULA, CA 93060
APN:	101-0-212-155 101-0-212-185
LOT SIZE:	.24/.18 ACRES (18,295.2 SQ. FT.)
ZONING:	IN (INSTITUTIONAL/CIVIC) CBD (CENTRAL BUSINESS DISTRICT)-USE FOR GOVERNING SETBACK REQUIREMENTS
GOVERNING AGENCY SETBACKS:	0' FRONT YARD/STREET 0' SIDE YARD 0' REAR YARD 45' HEIGHT
BUILDING HEIGHT:	30' (MAX. ALLOWABLE 45')
NUMBER OF STORIES:	2 NO. (MAX. ALLOWABLE 3 NO.)
FLOOD ZONE:	X
DESCRIPTION OF USE:	MUSEUM
BUILDING OCCUPANCY:	A
ZONING OCCUPANCY	GROUP A-3
TYPE OF CONTRUCTION:	III
HIGH FIRE SEVERITY ZONE:	URBANIZED/DEVELOPED AREAS OUTSIDE OF HAZARD ZONES
SPRINKLERS:	NO

LEGAL DESCRIPTION:
CITY OF SANTA PAULA, VENTURA COUNTY ASSESSOR'S MAP, PARCEL(S) 15 & 18, PARCEL MAP, P.M. Bk. 68, Pg.93 (CONDO. PLAN PER 110916-0136983), PORTION RICHMOND TRACT, M.R. Bk. 5, Pg.15, PORTION ORCUTT & MOORE TRACT, M.R. Bk.3, Pg.18, SANTA PAULA, CITY OF, V.C.O.M VOL. 1, Pg.38, PORTION BLANCHARD & BRADLEY TRACT, M.R. Bk.1, Pg.234



VENTURA COUNTY MAP

NORTH
SCALE:NTS



VICINITY MAP

NORTH
SCALE: NTS



AERIAL MAP

NORTH
SCALE:NTS

CONSULTANTS

DESIGN

Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
(805) 625-1144
christina@rwc-llc.com

CODE COMPLIANCE

THIS PROJECT SHALL COMPLY WITH TITLE 24 AND 2025 CALIFORNIA BUILDING CODE (CBC), CALIFORNIA MECHANICAL CODE (CMC), CALIFORNIA PLUMBING CODE (CPC), CALIFORNIA ELECTRICAL CODE (CEC), CALIFORNIA ENERGY CODE (CEnC) (R101.1.1CRC), CALGREEN CODE, AND ALL LOCAL CODES AND ORDINANCES.

TITLE SHEET

LICENSED ARCHITECT
CHRISTINA GRINA
C-28060
STATE OF CALIFORNIA

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
917 RAILROAD AVENUE - P.O. BOX 1025
SANTA PAULA CA, 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT: OIL MUSEUM
EXISTING SITE PLAN

CLIENT: CITY OF SANTA PAULA
1001 E. MAIN STREET
SANTA PAULA, CA 93060

#	Revision	Date

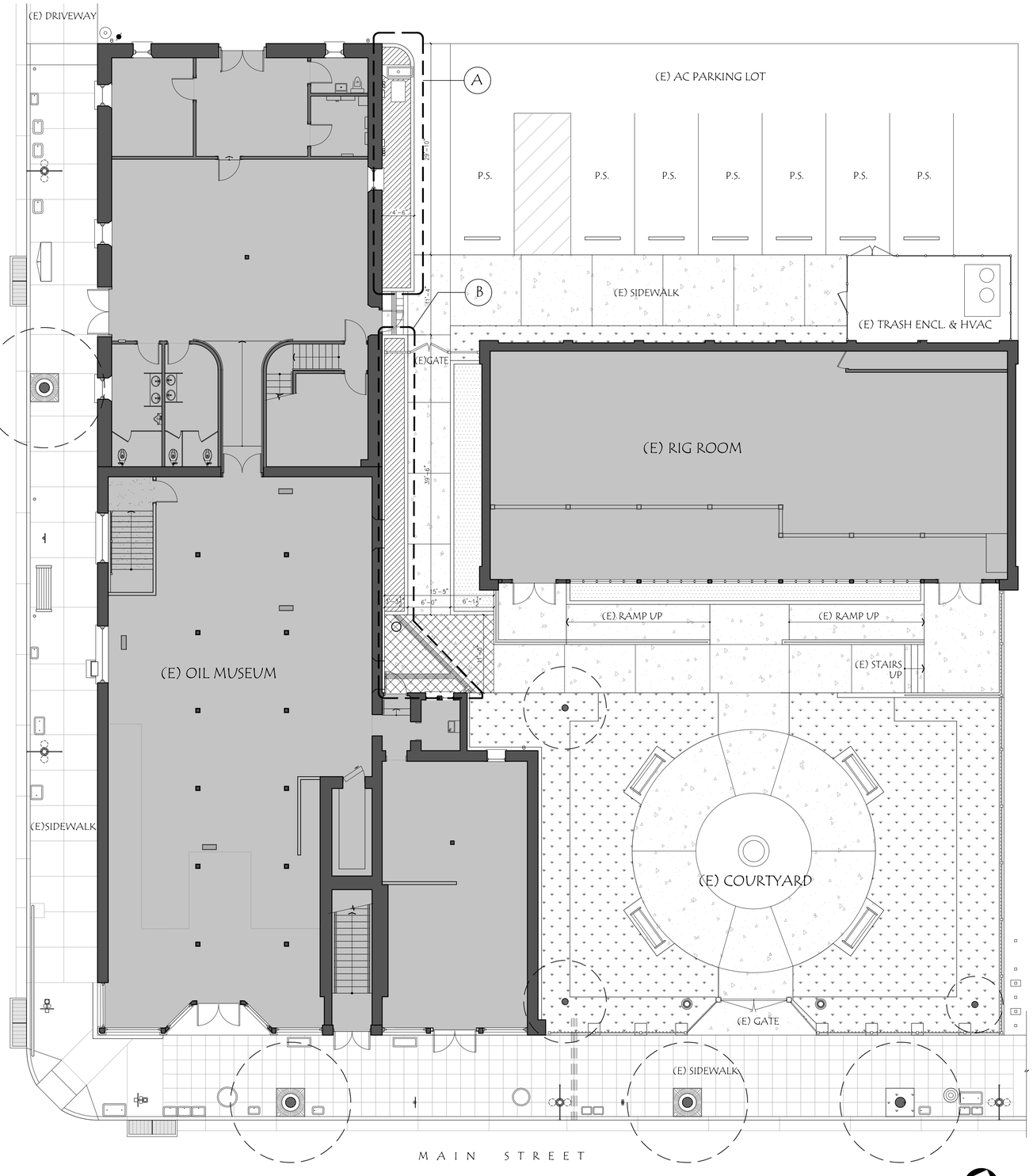
Scale: NTS

Drawn by: CMG

Date: 08/17/2026

Job # 10504.060

Sheet: A0.0
Sheet: 1 of 2



(E) SITE PLAN

NORTH

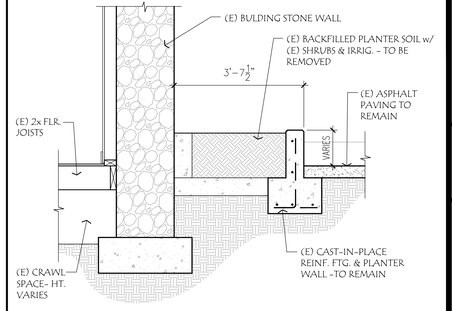
SCALE : $\frac{1}{8}$"= 1'-0"

LEGEND:

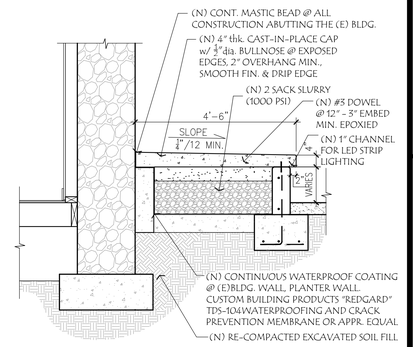
(E) EXISTING
(N) NEW
P.S. PARKING STALL
(E)PROPERTY LINE
(E) OVERHEAD POWER POLE
WM (E) WATER METER
(S) (E) SEPTIC MANHOLE
(E) FENCE LINE
(E) BUILDINGS
(E) REINFORCED CONCRETE PAVING
(N) REINFORCED CONCRETE PAVING (170 sq. ft.)
(E) ASPHALT PAVING
(E) RAISED PLANTERS TO BE MODIFIED 2 No. - TOTAL = 138 sq. ft.
(E) RAISED PLANTERS TO REMAIN
(E) LANDSCAPE AREAS
(E) 3" dia. DRAIN LINES TO CURB FACE - 2 No.
(N) DRAINAGE PROJECT AREAS

SITE KEYNOTES:

1. (E) RAISED PLANTERS (2 No.) ADJACENT TO OIL MUSEUM EAST WALL TO BE CONVERTED TO PERMANENT CONCRETE SEAT WALLS (NO PLANTING). (E) SOIL TO BE REMOVED, AND EXCAVATION REQUIRED @ BUILDING WALL TO BELOW BASE OF (E) PLANTERS, MIN. 4' @ AREA "A" & MIN. 10' @ AREA "B". (N) WEATHERPROOF MEMBRANE/SEAL TO BE PROVIDED @ ENTIRE INTERIOR OF THE (E) PLANTERS TO PREVENT ANY FUTURE WATER INFILTRATION. (N) 2-SACK SLURRY INFILL OF (E) PLANTERS TO BE ADDED. (N) 4" thk. CAST-IN-PLACE SLOPED CONCRETE CAP w/INTEGRAL 2" OVERHANG MIN., LED CHANNEL & SCORED DRIP EDGE. NO COLOR ADDED, SMOOTH FINISH w/$\frac{1}{2}$" dia. BULLNOSE EDGE AT SEAT EDGE ONLY. SEE DET's (A) (B)
2. (N) FREE STANDING POTS w/INTEGRATED WATER RESERVOIR SYSTEM TO BE ADDED AT (N)SEAT WALL LOCATIONS. SIZE, TYPE, COLOR & PLANT MATERIAL TO BE DETERMINED BY CLIENT AND AT A LATER DATE (N.I.C).
3. (E) ENTRY GATE AND FENCE PANEL @ AREA "B" TO BE REMOVED PRIOR TO CONSTRUCTION. TEMPORARY SECURITY PANELS TO BE UTILIZED DURING CONSTRUCTION.
4. (E) ENTRY GATE AND FENCE PANEL @ AREA "B" TO BE REPAIRED AND RE-INSTALLED. ALL RUST TO BE REMOVED, SANDED, NEW WELDS AS REQUIRED, PRIMED AND PAINTED WITH MIN. 2 COATS EACH. COLOR TO BE SELECTED BY PROJECT MANAGE AND APPROVED BY CLIENT.
5. (N) PAINT AND PRIMER @ REPAIRED GATE AND FENCE PANEL TO BE PPG EXTERIOR ENAMEL.
6. (N) RIGHT GATE POST TO INCLUDE LOW VOLTAGE CONDUIT FOR FUTURE ELECTRONIC SECURITY KEYPAD/SWIPE CARD SYSTEM.
7. (E) SURFACE DRAIN GRATES @ AREA "B" TO BE REPLACED WITH (N) 3" dia. MIN. DRAIN LINES BELOW SIDEWALK AND TIED INTO OVERALL SITE DRAINAGE.
8. (E) CONCRETE PAVING @ AREA "B" SOUTH SECTION TO BE REMOVED AND REPLACED w/NEW 4" thk. MIN. REINF. CONC. SLAB SLOPED TO DRAIN AWAY FROM BUILDING AT A MIN. OF 5% SLOPE. #3 EPOXY DOWELS TO BE INSTALLED BETWEEN (E) AND (N) SLAB AREAS w/MIN. 9" EMBED (94 sq. ft.). BROOM FINISH.
9. (N) SLOPED CONCRETE AREA SHALL NOT INTERFERE WITH (E) ADA PATH OF TRAVEL ACCESS TO (E)COURTYARD, (E)RAMPS AND (E)STAIRS.
10. (E) ROOF DOWNSPOUT TO BE REROUTED TO PLANTER AREA.
11. INSTALL (N) 16" DIA. DRY-WELL.
12. REMOVE (E) LIGHTING AT (E) FIXTURES. PROVIDE (N) ELECT. CONDUIT, CAPPED & TERMINATE @ JUNCTION BOX.
13. INSTALL (N) 1" CHANNEL FOR LED STRIP LIGHTING UNDER CAP OVERHANG.
14. (E) ELECTRICAL WIRING, LIGHT FIXTURES, & CONDUIT TO BE REMOVED AND REPLACED W/ (N) 2" RATED CONDUIT SCH.40 PVC AND 2-GANG W.P. OUTLET BOXES AT EACH RAISED PLANTER. LOCATION TO BE VERIFIED W/ CONTRACTOR ON FIELD PRIOR TO COMPLETION OF CONC. CAPS.



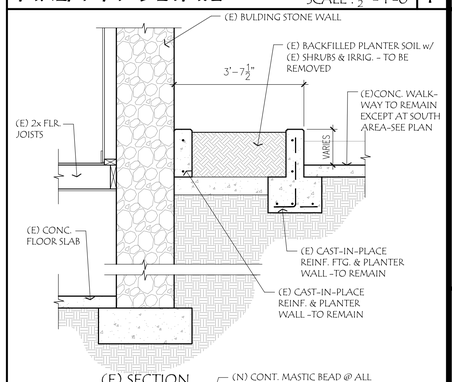
(E) SECTION



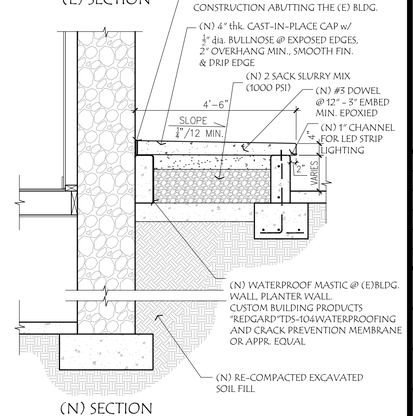
(N) SECTION

AREA "A" DETAIL

SCALE : $\frac{1}{2}$"= 1'-0" | 1



(E) SECTION



(N) SECTION

AREA "B" DETAIL

SCALE : $\frac{1}{2}$"= 1'-0" | 2

SITE PLAN

LICENSED ARCHITECT
CHRISTINA GRINA
C- 28080
8/31/27
STATE OF CALIFORNIA

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
917 RAILROAD AVENUE - P.O. BOX 1025
SANTA PAULA CA, 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT: OIL MUSEUM EXISTING SITE PLAN

CLIENT: CITY OF SANTA PAULA
1001 E. MAIN STREET
SANTA PAULA, CA 93060

#	Revision	Date

Scale: AS NOTED
Drawn by: CMG
Date: 08/17/2026
Job # 10504.060
Sheet: A1.0
SHEET NO. 2 OF 2 SHEETS

EXHIBIT “C”

SPECIAL CONDITIONS

NONE

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

Ardalan Construction Company, Inc.

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor: Ardalan Construction Company, Inc.

DIR Registration Number: 1000000782

DIR Registration Expiration: 06-30-2027

Small Project Exemption: _____ Yes or __x___ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.

2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: Ardalan Construction Company, Inc.

Signature:_____

Name and Title:_____

Dated:_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

Liberty Mutual.
SURETY

LIBERTY MUTUAL SURETY
790 The City Drive South, Suite 200
Orange, CA 92868
Phone: (714) 620-1572

September 29, 2026

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

RE: Ardalan Construction Company, Inc.

Project: Santa Paula Oil Museum Waterproofing Project

To Whom It May Concern:

The Ohio Casualty Insurance Company, a Liberty Mutual Insurance Company ("Liberty"), is proud to be handling the surety bonding needs of Ardalan Construction Company, Inc. We have established a surety line of $12,000,000 for single projects and $20,000,000 in aggregate bonded backlog for this contractor. Please note that this is a working line of credit and not an indication of the maximum limits that we would consider.

The Ohio Casualty Insurance Company is rated A (Excellent) with a financial size of XV ($2 Billion or Greater) by AM Best.

Please be aware that the execution of payment and performance bonds by Liberty is subject to the positive review of all standard underwriting considerations at the time of the request and satisfactory review of any contracts, terms, conditions, specifications, bond forms, and owner financing tendered to the principal and the surety at the time of award. No claims have ever been made against the surety.

Additionally, the issuance of bonds is a matter between the surety and the principal. If for any reason we do not issue bonds on an awarded project, no third-party liability is assumed by the surety company, the principal, or their agent. In no way does this letter replace or constitute a bid bond and is for informational purposes only. As such, this letter is not contractually binding.

If you have any other questions, please feel free to contact me at (818) 483-0747.

Sincerely,

Jodie Doner
Attorney-in-Fact
The Ohio Casualty Insurance Company

EXHIBIT "G"

CONTRACTOR'S LICENSE


STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE
License Number 893121
Entity CORP
Business Name ARDALAN CONSTRUCTION COMPANY INC
Classification(s) B A
Expiration Date 03/31/2027
www.cslb.ca.gov
CSLB

Home

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 893121

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/12/2026 12:44:17 PM

Business Information

ARDALAN CONSTRUCTION COMPANY INC
8 E GAINSBOROUGH ROAD
THOUSAND OAKS, CA 91360
Business Phone Number:(805) 496-7273

Entity Corporation
Issue Date 03/23/2007
Expire Date **03/31/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- B - GENERAL BUILDING
- A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY .
Bond Number: 100018608
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual MOZAFAR ARDALAN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/10/2014
BQI's Bond History

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
Policy Number:UBB28715602626G
Effective Date: 06/01/2026
Expire Date: 06/01/2027
Workers' Compensation History

Workers' compensation classification code(s):
5205 - Description Unavailable
6220 - Description Unavailable
5432 - Carpentry-high wage

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Copyright © 2026 State of California

EXHIBIT “H”

INSURANCE CERTIFICATE

ARDACON-02 LSKRIFVARS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. PO Box 3310 Santa Barbara, CA 93130-3310	CONTACT NAME: Laura Skrifvars PHONE (A/C, No, Ext): (877) 825-2681 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: cal.cbu@hubinternational.com
INSURED Ardalan Construction Company, Inc. 8 E Gainsborough Rd Thousand Oaks, CA 91360-3552	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Travelers Indemnity Company of Connecticut 25682 INSURER B : Travelers Property Casualty Company of America 25674 INSURER C : St. Paul Surplus Lines Insurance Company 30481 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			DT-CO-B2870655-TCT-26	6/1/2026	6/1/2027	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BA-B287126A-26-26-G	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			CUP-B2890273-26-26	6/1/2026	6/1/2027	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		UB-B2871560-26-26-G	6/1/2026	6/1/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution / Environm			ZCC-31P02818-26-SK	6/1/2026	6/1/2027	Each Incident	1,000,000
C	Pollution / Environm			ZCC-31P02818-26-SK	6/1/2026	6/1/2027	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information Purposes Only.

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHIBIT "I"

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

1000000782 - ARDALAN CONSTRUCTION COMPANY, INC.

Customer Account Lookup

PWCR

1000000782

Contractor Status

DIR Approved

CSLB

893121

Business Phone

805-496-7273

Ext

Registration Start Date

2025-07-01

Legal Entity Name

ARDALAN CONSTRUCTION COMPANY, INC.

Doing Business As (DBA)

ARDALAN CONSTRUCTION COMPANY, INC.

Business Structure

-- None --

President

Mozafar Ardalan

Email

lea@ardalancc.com

Registration End Date

2027-06-30

Crafts

General Building General Engineering

Address

Mailing Address

8 E GAINSBOROUGH ROAD

Mailing Address - City

THOUSAND OAKS

Mailing Address - State

CA

Mailing Address - Zip

91360

Exhibit #2
BID SCHEDULE FOR:
City of Santa Paula Oil Museum Waterproofing Project

Contractor Name: Ardalan Construction Company, Inc. Lic.# 893121

A. The undersigned purposes to furnish all Labor, Equipment and Materials required to complete the Improvements per the contract and price specified below.

B. This bid includes addenda number(s) (IF REQUIRED) 1,2,3,4,5

All Quantities are computed on an "Approx. Measured in Place Basis". Bidders shall compute their own measurements and waste factors into their bids.

C.

No.	Description	Quantity	Unit	Total Price
1.	General Conditions	1	Each	$10,000.00
2.	Cleaning, Preparation & Waterproofing SOW items 1.0	1	Each	$22,080.00
3.	Drainage System SOW items 2.0	1	Each	$12,720.00
4.	Electrical Work SOW items 3.0	1	Each	$4,860.00
5.	Backfill & Level Areas SOW items 4.0	1	Each	$18,648.00
6.	Preparation and Installation of Concrete Walkway and bench tops SOW items 5.0, 6.0, 7.0 & 8.0	1	Each	$21,840.00
7.	Installation, reconfiguration, preparation, Priming and painting of fence and gates SOW item 9.0	1	Each	$5,160.00
8.	Resealing of Former Windows in Basement SOW item 10.0	1	Each	$2,340.00

The Sum of the Total Bid = Proposed contract price: $ 97, 648.00

Submitted By: Ardalan Construction Company, Inc.

Name: Mozafar Ardalan

Signed By:

Date: 10/08/2026

Liberty Mutual.
SURETY

LIBERTY MUTUAL SURETY
790 The City Drive South, Suite 200
Orange, CA 92868
Phone: (714) 620-1572

September 29, 2026

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

RE: Ardalan Construction Company, Inc.

Project: Santa Paula Oil Museum Waterproofing Project

To Whom It May Concern:

The Ohio Casualty Insurance Company, a Liberty Mutual Insurance Company ("Liberty"), is proud to be handling the surety bonding needs of Ardalan Construction Company, Inc. We have established a surety line of $12,000,000 for single projects and $20,000,000 in aggregate bonded backlog for this contractor. Please note that this is a working line of credit and not an indication of the maximum limits that we would consider.

The Ohio Casualty Insurance Company is rated A (Excellent) with a financial size of XV ($2 Billion or Greater) by AM Best.

Please be aware that the execution of payment and performance bonds by Liberty is subject to the positive review of all standard underwriting considerations at the time of the request and satisfactory review of any contracts, terms, conditions, specifications, bond forms, and owner financing tendered to the principal and the surety at the time of award. No claims have ever been made against the surety.

Additionally, the issuance of bonds is a matter between the surety and the principal. If for any reason we do not issue bonds on an awarded project, no third-party liability is assumed by the surety company, the principal, or their agent. In no way does this letter replace or constitute a bid bond and is for informational purposes only. As such, this letter is not contractually binding.

If you have any other questions, please feel free to contact me at (818) 483-0747.

Sincerely,

Jodie Doner
Attorney-in-Fact
The Ohio Casualty Insurance Company

ARDALAN
CONSTRUCTION COMPANY, INC.

General Contracting
Construction Management
License # 893121
DIR #1000000782

Ardalan Construction Company's Bid Responses:

5.1 Contractor to provide a brief list of any pending, settled, tried, or other litigation the firm has been involved in for the past five (5) years, with a description of the case(s) and their current status, if applicable.

N/A

5.2 Contain a work plan that concisely explains how the Proposer will carry out the objectives of the project.

Ardalan Construction has worked on public works projects for over 19 years in California and has successfully completed all of them. We will follow the plans and specs provided for this project to waterproof the Oil Museum.

Project Completion Date: The Bid Documents require completion within ten (10) working days, and Addendum No. 5 indicates an anticipated start in early November 2026.

Ardalan Construction will complete all work in the Scope of Work within ten (10) working days as follows:

- Start: Monday November 2, 2026.
- Completion: Monday November 16, 2026

Working days are Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding the Veterans Day holiday (Wednesday, November 11, 2026. The final start date will follow the City's Notice to Proceed, and the completion date will be adjusted by the same number of working days.

Warranty duration and limitations: 1 year warranty excluding ordinary wear and tear, unusual abuse or neglect.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Ardalan Construction Company Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

8 E. Gainsborough Road

6 City, state, and ZIP code

Thousand Oaks, CA 91360

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

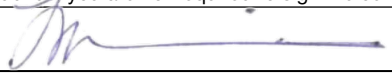
9	5	–	4	8	4	7	9	2	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 7/1/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: STORM DRAIN REPLACEMENT (PLEASANT TO SANTA PAULA STREET) PROJECT

Date: October 21, 2026

Agenda Item: 10.G

RECOMMENDATION:

Staff recommends that the City Council: Authorize a Section 41.10 Waiver, and approve a Contract Change Order for J&H Engineering, Inc. for $231,521.00, with an allowance for 15% contingency for a total of $266,249.00.

BACKGROUND:

The large number of underground storm drain conduits in the City consist of corrugated metal pipe (CMP) systems installed between 50 and 90 years ago. A significant portion of the City's CMP storm drains have reached or exceeded the limits of their service life and require increasing frequency of repair or wholesale replacement to address continuation of their service for drainage conveyance and the mitigation of flood hazards to motorists, pedestrians and adjacent property. The deterioration of storm drain piping due to age, corrosion, and storm related debris accumulation poses the potential for pipe failure, including sinkholes, subsidence and other damage to City roadway and pavement infrastructure.

This particular portion of 6th Street has experienced multiple storm drain replacement efforts, including a section between Pleasant Street and Virginia Terrace that failed suddenly during the 2023 winter storms. Subsequently, an additional section of the 6th Street storm drain was replaced from Virginia Terrace to View Drive. In both cases the existing CMP storm drains were replaced with PVC storm drains of equivalent diameter, which will provide a durable subsurface drainage solution that will not suffer the corrosion and deterioration issues related to metallic storm drain systems.

ANALYSIS:

Recently the City's storm drain maintenance contractor VRSD advised Public Works staff of a severely deteriorated section of storm drain located on 6th Street between Pleasant and Santa Paula Streets. The invert portion of the storm drain (flow line section) is entirely missing, and the supporting soil beneath is scoured away to an unknown depth. This combination of conditions does not allow for in-situ rehabilitation of the storm drain line, rather the entire section requires replacement. The section of storm drain consists of 441 linear feet of 24"

CMP located approximately under a section of curb and gutter that is offset south of the student drop off area for Santa Paula High School, on the west side of the street. The storm drain replacement and associated excavation will occur adjacent to a line of mature camphor trees located between the existing sidewalk and curb and gutter. Subsequent investigation by VRSD revealed that the 18" CMP drain lateral from the easterly catch basin will also require replacement, adding 38 linear feet of storm drain construction across the lower portion of 6th Street just north of Santa Paula Street. Staff met with VRSD and J&H Engineering, Inc to review the storm drain replacement, and subsequently obtained a proposal for the required work (Exhibit A).

The City has communicated both the situation and its urgency with the School District, to coordinate storm drain construction activities with the High School relative to student drop off and general traffic control. A portion of the storm drain replacement will occur within the student drop off zone on the west side of 6th Street. Construction activities associated with storm drain replacement will likely require closure of this portion of the student drop off, as well as the west side of 6th Street. Traffic control will focus on maintaining outbound (southbound) student drop off traffic and potentially limiting parking on the east side of the street. Additionally, staff coordinated a field review of the project with the City's arborist Gerry Garcia. Mr. Garcia met with staff and reviewed the location of the project relative to the adjacent camphor trees and provided both input and a report to address the project's construction and potential impacts on the trees. In short, the excavations and associated storm drain pipe installation is not anticipated to have a significant effect on the camphor trees and associated root system. However, the construction team and City staff have been provided with criteria from Mr. Garcia and will be in coordination with the arborist should the need arise.

There is an urgency for timely action on this replacement effort, given the approaching winter storm season. From the initial notification by VRSD to scoping, communication with stakeholders, and contractor coordination has occurred over a period of a few weeks. J&H Engineering is currently contracted to complete storm drain repair, replacement and general rehabilitation in conjunction with the City's annual street maintenance program, and the storm drain work and associated pavement replacement is consistent with their scope of work. The nature of the project's location outside of the current limits of Phase 1 and Phase 2 street maintenance scope of work requires City Council approval prior to proceeding with the approval of the construction change order proposal and their proceeding with the required storm drain replacement. Should approval be granted, J&H is planning to proceed with repair work in the first week of the 26th of October, with completion anticipated in the middle of November.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

Funding for the project is derived from Stormwater funding associated with the current Citywide Street Preservation and Maintenance Project. The current project and associated Stormwater funding allocation were based on FY 26/27 budgetary funding as reflected in Table 1 below.

Table 1: Available Funding Sources for FY 2026 – 2027 Stormwater

Fund Source	Account No.	Available Amount of Stormwater
Stormwater	206-5-9390-660	$273,738.00
	Total Available	$273,373.00

We request approval for a Change Order totaling $266,249.00 for J & H Engineering, Inc. The budget for this change order has been confirmed as sufficient.

OPTIONS:

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

1. Do not approve Contract Change Order for J&H Engineering, Inc. to be as recommended by staff for the Storm Drain Replacement (Pleasant to Santa Paula Street) Project, or request the project be competitively bid out. This action would significantly delay critical infrastructure repair and replacement and may create liability for the City if work cannot be performed prior to significant rainfall events.

ATTACHMENTS:

Exhibit A - J&H Storm Drain Replacement Project.pdf

EXHIBIT A

J&H Engineering Proposal 6th Street Storm Drain Replacement

J&H ENGINEERING
GENERAL CONTRACTORS, INC.

City of Santa Paula
866 East Main Street
Santa Paula, CA 93 Sept 24th, 2026

Attention: Bob Woodward
Subject: 6th Street Storm Drain R&R

QUOTATION # 3388

#	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	$ 7,000.00	$ 7,000.00
2	Traffic Control & TC Plan and Posting	1	LS	$ 16,500.00	$ 16,500.00
3	SWPPP	1	LS	$ 2,500.00	$ 2,500.00
4	Potholing Existing Utilities	1	LS	$ 5,000.00	$ 5,000.00
5	Remove existing failing 24" CMP and replace with 24" SDR-35 PVC. With 1 Sack slurry backfill per plan.	441	LF	$ 286.00	$ 126,126.00
6	Joing Existing Manhole or Catch basin w/ Concrete Collar	4	EA	$ 2,000.00	$ 8,000.00
7	Remove & Replace Curb and Gutter	270	LF	$ 90.00	$ 24,300.00
8	Remove & Replace Concrete Sidewalk (As Needed)	277	SF	$ 35.00	$ 9,695.00
9	Remove & Replace Asphalt	57	TNS	$ 350.00	$ 19,950.00
				TOTAL QUOTE	**$ 219,071.00**

#	ALTERNATE - 18" LATERAL TO CATCH BASIN	QTY	UNIT	UNIT PRICE	TOTAL
10	Traffic Control & TC Plan and Posting	1	LS	$ 1,500.00	$ 1,500.00
11	Potholing Existing Utilities	1	LS	$ 500.00	$ 500.00
12	Remove existing failing 24" CMP and replace with 24" SDR-35 PVC. With 1 Sack slurry backfill per plan.	38	LF	$ 275.00	$ 10,450.00
				TOTAL QUOTE	**$ 12,450.00**

Exclusions: Permits, engineering, inspection fees, application fees, soils and/or compaction tests, striping and/or street markings, de-watering, construction water and/or meter, haul off of excess and/or hazardous materials unless stated in the above quotation. Any rock that cannot be removed with a standard backhoe shall be billed on a time and materials basis for the rock removal with a Hoe Ram.

All work described herein this proposal to be completed in a substantial and workman like manner according to standard practices for the sum of unit prices shown.

Prices are firm for acceptance 30 days from the date of quotation and start of work within 60 days from quotation date after which time quotation is subject to review and/or revision.

ACCEPTANC

J & H ENGINEERING is hereby authorized to furnish all labor, equipment and materials required to complete the work as described herein and by signing this document we agree to pay the amount stated in said proposal according to the terms & conditions indicated within. Furthermore, it is hereby agreed that the above stipulated payment terms are acceptable. Acceptance of this proposal constitutes agreement to include this proposal in any and all subcontract agreements.

Accepted By: _____ Date: _____

Thank You

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Greg Barnes, Parks and Recreation Director

Subject: RETROACTIVE APPROVAL FOR DURHAM SCHOOL SERVICES (SUMMER CAMP TRANSPORTATION)

Date: October 21, 2026

Agenda Item: 10.H

RECOMMENDATION:

Staff recommends that the City Council:

Retroactively waive bidding requirements pursuant to SPMC 41.10 for a $22,006.03 expenditure for summer camp bus services (Durham School Services).

BACKGROUND:

Over the past three years, the Parks & Recreation Department has partnered with the Santa Paula Unified School District (SPUSD) to provide summer programming for approximately 300 youth, annually. SPUSD provides morning academic and enrichment activities, followed by lunch and afternoon themed camps coordinated by Parks & Recreation.

The Department has historically contracted for bus transportation to support these programs. In 2023, staff solicited bids for transportation services, with Durham School Services submitting the lowest bid. During the most recent summer, staff did not complete the required procurement process due to uncertainty regarding the classification of the services. Following consultation with the City Attorney, it was determined that Durham School Services falls under the category of general services and is therefore subject to the procurement requirements outlined in Santa Paula Municipal Code (SPMC) Sections 41.07 through 41.09.

ANALYSIS:

On the advice of the City Attorney's Office, all outstanding invoices for Durham School Services have been paid. Staff requests that the City Council retroactively ratify the purchases totaling $22,006.03 across 34 invoices and waive the applicable competitive bidding requirements.

All transportation costs are reimbursed through the City’s Summer Camp Memorandum of Understanding (MOU) with the Santa Paula Unified School District.

As a corrective measure, staff has been counseled on applicable purchasing requirements and received clarification from the City Attorney’s Office regarding the classification of

transportation services, such that bidding will occur in future years.

STRATEGIC PLAN:

While this purchase does not directly address the Council's two-year strategic goals, it supports the City's ongoing partnership with the School District to better serve the community.

FISCAL IMPACTS:

All related expenses are reimbursed by the Santa Paula Unified School District.

OPTIONS:

As an option, Council could refuse to ratify the expenditure, although doing so would not alter the necessity to pay the vendor for the services they provided.

ATTACHMENTS:

EXHIBIT A: Durham School Services Invoices Summer 2026.pdf

Durham School Services

Invoice
92150945
Invoice Date
24-Jul-2026
Terms
IMMEDIATE
Due Date
24-Jul-2026
Purchase Order Number
Trip Number/Order Number
CH2006-2180
Customer Number
2913317
Customer Location
2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

09-JUL-26 - 09-JUL-26 GRACE THILLE SCHOOL-MCMAHAN GYM

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2180 2026	SUMMER CAMP	09-JUL-26	GRACE THILLE SCHOOL	MCMAHAN GYM	660.49
2	CH2006-2180	5% Fuel Surcharge	09-JUL-26	GRACE THILLE SCHOOL	MCMAHAN GYM	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 28-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL **CSC Name:** Oxnard, CA

Trip Description: MCMAHAN GYM **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/9/2026 **Trip ID:** CH2006-2180

Trip End Date: 7/9/2026

Employee Name: Hall, Bill **Customer Name:** CITY OF SANTA PAULA

Employee ID: 521272 **Customer ID:** 2913317 **Driver Sign-In:** 11:45 AM

Bus: 37621 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St			11:45 AM	11:45	95804	0
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:15	12:50 PM	12:53	95821	29
3	MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	1:05	04:00 PM	4:00	95823	~~25~~ 29
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:15	04:15 PM	4:20	95829	25
5	Oxnard Yard	3151 W 5th St	05:00 PM	5:00	05:05 PM		95847	0

Tolls/Parking/Extra Fees:_____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature: B Hall

Customer Signature:_____

Charter Price Quote



Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Thursday, July 9, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	
Trip ID:	CH2006-2180	**Bus Type:**	
Trip Name:	GRACE THILLE SCHOOL	**Bus Quantity:**	1
Trip Description:	MCMAHAN GYM		

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itinerary fee estimate is correct

If signed confirmation is not returned within 10 days, your reservation will be canceled

Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls

Prepay Amount :

Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92150946	24-Jul-2026
Terms	**Due Date**
IMMEDIATE	24-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2196
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

09-JUL-26 - 09-JUL-26 THELMA BEDELL SCHOOL-MCMAHAN GYM

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2196 2026	SUMMER CAMP	09-JUL-26	THELMA BEDELL SCHOOL	MCMAHAN GYM	660.49
2	CH2006-2196	5% Fuel Surcharge	09-JUL-26	THELMA BEDELL SCHOOL	MCMAHAN GYM	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 28-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: MCMAHAN GYM **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/9/2026 **Trip ID:** CH2006-2196

Trip End Date: 7/9/2026

Employee Name: Echevarria, James E **Customer Name:** CITY OF SANTA PAULA

Employee ID: 521656 **Customer ID:** 2913317 **Driver Sign-In:** 11:45 AM

Bus: 33780 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St		11:45	11:45 AM	11:47	121323	
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:20	12:50 PM	1:00	121342	20
3	MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	1:10	04:00 PM	4:10	121344	20
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:20	04:15 PM	4:25	121352	
5	Oxnard Yard	3151 W 5th St	05:00 PM	5:00	05:05 PM		121370	

Tolls/Parking/Extra Fees:_____ **Trip booked by:** Grisela Polino

Emergency Instructions: **Email:** Grisela.Polino@nationalexpresscorp.com

Driver Signature:_____ **Customer Signature:**_____

Charter Price Quote



Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Thursday, July 9, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA] P.O. BOX 569	**ZIP :**	93061
		Phone :	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2196
Trip Name: THELMA BEDELL SCHOOL
Trip Description: MCMAHAN GYM

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

DURHAM
SCHOOL SERVICES

Invoice	**Invoice Date**
92150947	24-Jul-2026
Terms	**Due Date**
IMMEDIATE	24-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2181
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

13-JUL-26 - 13-JUL-26 GRACE THILLE SCHOOL-ISBELL MIDDLE SCHOOL

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2181 2026	SUMMER CAMP	13-JUL-26	GRACE THILLE SCHOOL	ISBELL MIDDLE SCHOOL	660.49
2	CH2006-2181	5% Fuel Surcharge	13-JUL-26	GRACE THILLE SCHOOL	ISBELL MIDDLE SCHOOL	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 28-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL **CSC Name:** Oxnard, CA

Trip Description: ISBELL MS **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/13/2026 **Trip ID:** CH2006-2181

Trip End Date: 7/13/2026

Employee Name: Zavala, Jose L **Customer Name:** CITY OF SANTA PAULA

Employee ID: 299880 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 31357 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:24	11:45 AM	11:45	131065	
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:15	12:50 PM	1:00	131082	19
3	ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	1:10	04:00 PM	4:20	131084	19
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:10	04:15 PM	4:15	131085	
5	Oxnard Yard	3151 W 5th St	05:00 PM	5~~4~~:05	05:05 PM	5:14	131109	

Tolls/Parking/Extra Fees: _____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature: Zavala

Customer Signature: Sayra Acosta

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Monday, July 13, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID:	CH2006-2181	**Bus Type:**	
Trip Name:	GRACE THILLE SCHOOL	**Bus Quantity:**	1
Trip Description:	ISBELL MS		

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information
We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

DURHAM
SCHOOL SERVICES

Invoice	Invoice Date
92150948	24-Jul-2026
Terms	**Due Date**
IMMEDIATE	24-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2197
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

13-JUL-26 - 13-JUL-26 THELMA BEDELL SCHOOL-ISBELL MIDDLE SCHOOL

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2197 2026	SUMMER CAMP	13-JUL-26	THELMA BEDELL SCHOOL	ISBELL MIDDLE SCHOOL	660.49
2	CH2006-2197	5% Fuel Surcharge	13-JUL-26	THELMA BEDELL SCHOOL	ISBELL MIDDLE SCHOOL	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 28-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: ISBELL MS **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Andres 805 575-4405

Trip Start Date: 7/13/2026 **Trip ID:** CH2006-2197

Trip End Date: 7/13/2026

Employee Name: Muth, Darren **Customer Name:** CITY OF SANTA PAULA

Employee ID: 611770 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 31355 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:44	121482	0
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:25	12:50 PM	12:41	121500	12
3	ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	1:00	04:00 PM	4:04	121503	12
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:10	04:15 PM	4:10	121506	0
5	Oxnard Yard	3151 W 5th St	05:00 PM	5:05	05:05 PM	5:18	121527	0

Tolls/Parking/Extra Fees: _____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature: Darren Muth

Customer Signature: _____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :
Customer : CITY OF SANTA PAULA
Attention : Katherine Herrera
Address : CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
City : SANTA PAULA

Trip Date: Monday, July 13, 2026
e-mail : KHERRERA@SPCITY.ORG
State : CA
ZIP : 93061
Phone : 8059334226
Fax # :

Trip ID: CH2006-2197
Trip Name: THELMA BEDELL SCHOOL
Trip Description: ISBELL MS

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

DURHAM
SCHOOL SERVICES

Invoice
92150949
Invoice Date
24-Jul-2026
Terms
IMMEDIATE
Due Date
24-Jul-2026
Purchase Order Number
Trip Number/Order Number
CH2006-2182
Customer Number
2913317
Customer Location
2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

14-JUL-26 - 14-JUL-26 GRACE THILLE SCHOOL-ISBELL MIDDLE SCHOOL

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2182 2026	SUMMER CAMP	14-JUL-26	GRACE THILLE SCHOOL	ISBELL MIDDLE SCHOOL	651.89
2	CH2006-2182	5% Fuel Surcharge	14-JUL-26	GRACE THILLE SCHOOL	ISBELL MIDDLE SCHOOL	32.60

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	684.49
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 28-Jul-2026 in USD	684.49

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL
CSC Name: Oxnard, CA
Trip Description: ISBELL MS
CSC Address 1: 3151 West 5th Street, Suite A
CSC Address 2: C/O DURHAM 2006
CSC-City/State/Zip: Oxnard/CA/93030
CSC Phone Number: 805-486-8876

Trip Start Date: 7/14/2026
Trip ID: CH2006-2182
Trip End Date: 7/14/2026
Employee Name: Zepeda, Ricky
Customer Name: CITY OF SANTA PAULA
Employee ID: 595792
Customer ID: 2913317
Driver Sign-In: 11:25 AM
Bus: 30597
Contact Name: Katherine Herrera
Driver Sign-Out: 05:05 PM
Yard:
Contact Phone: 8059334226
PAX: 0
Contact Email: KHERRERA@SPCITY.ORG
PO Number:

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	1125	11:45 AM	1145	102920	1
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	1220	12:50 PM	1255	102938	17+1=18
3	ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	100	04:00 PM	400	102939	18
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	410	04:15 PM	411	102939	18
5	Oxnard Yard	3151 W 5th St	05:00 PM	455	05:05 PM		102957	1

Tolls/Parking/Extra Fees:
Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com
Emergency Instructions:

Driver Signature:
Customer Signature: X SA

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Tuesday, July 14, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2182
Trip Name: GRACE THILLE SCHOOL
Trip Description: ISBELL MS

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information
We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92150951	24-Jul-2026
Terms	**Due Date**
IMMEDIATE	24-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2198
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

14-JUL-26 - 14-JUL-26 THELMA BEDELL SCHOOL-ISBELL MIDDLE SCHOOL

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2198 2026	SUMMER CAMP	14-JUL-26	THELMA BEDELL SCHOOL	ISBELL MIDDLE SCHOOL	660.49
2	CH2006-2198	5% Fuel Surcharge	14-JUL-26	THELMA BEDELL SCHOOL	ISBELL MIDDLE SCHOOL	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 28-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: ISBELL MS **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/14/2026 **Trip ID:** CH2006-2198

Trip End Date: 7/14/2026

Employee Name: Delgado, Eric **Customer Name:** CITY OF SANTA PAULA

Employee ID: 498518 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 30600 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:26	11:45 AM	11:49	49615	
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:24	12:50 PM	12:54	49633	14
3	ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	1:02	04:00 PM	4:05	49636	14
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:15	04:15 PM	4:17	49641	14
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:54	05:05 PM	5:03	49660	

Tolls/Parking/Extra Fees: _____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature: _____

Customer Signature: _____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Tuesday, July 14, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID:	CH2006-2198	**Bus Type:**	
Trip Name:	THELMA BEDELL SCHOOL	**Bus Quantity:**	1
Trip Description:	ISBELL MS		

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information
We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92150952	24-Jul-2026
Terms	**Due Date**
IMMEDIATE	24-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2183
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

15-JUL-26 - 15-JUL-26 GRACE THILLE SCHOOL-ISBELL MIDDLE SCHOOL

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2183 2026	SUMMER CAMP	15-JUL-26	GRACE THILLE SCHOOL	ISBELL MIDDLE SCHOOL	651.89
2	CH2006-2183	5% Fuel Surcharge	15-JUL-26	GRACE THILLE SCHOOL	ISBELL MIDDLE SCHOOL	32.60

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	684.49
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 28-Jul-2026 in USD	684.49

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL **CSC Name:** Oxnard, CA

Trip Description: ISBELL MS **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/15/2026 **Trip ID:** CH2006-2183

Trip End Date: 7/15/2026

Employee Name: Echevarria, James E **Customer Name:** CITY OF SANTA PAULA

Employee ID: 521656 **Customer ID:** 2913317 **Driver Sign-In:** 11:45 AM

Bus: 33780 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St			11:45 AM	11:45	121678	
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:20	12:50 PM	1:00	121695	15
3	ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	1:10	04:00 PM	4:05	121698	
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:15	04:15 PM	4:20	121701	
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:55	05:05 PM		121719	

Tolls/Parking/Extra Fees:_____ **Trip booked by:** Grisela Polino

Emergency Instructions: **Email:** Grisela.Polino@nationalexpresscorp.com

Driver Signature:_____ **Customer Signature:**_____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Wednesday, July 15, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA] P.O. BOX 569	**ZIP :**	93061
		Phone :	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2183
Trip Name: GRACE THILLE SCHOOL
Trip Description: ISBELL MS
Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information
We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92150953	24-Jul-2026
Terms	**Due Date**
IMMEDIATE	24-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2199
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

15-JUL-26 - 15-JUL-26 THELMA BEDELL SCHOOL-ISBELL MIDDLE SCHOOL

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2199 2026	SUMMER CAMP	15-JUL-26	THELMA BEDELL SCHOOL	ISBELL MIDDLE SCHOOL	651.89
2	CH2006-2199	5% Fuel Surcharge	15-JUL-26	THELMA BEDELL SCHOOL	ISBELL MIDDLE SCHOOL	32.60

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	684.49
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 28-Jul-2026 in USD	684.49

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: ISBELL MS **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/15/2026 **Trip ID:** CH2006-2199

Trip End Date: 7/15/2026

Employee Name: Hall, Bill **Customer Name:** CITY OF SANTA PAULA

Employee ID: 521272 **Customer ID:** 2913317 **Driver Sign-In:** 11:45 AM

Bus: 37621 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

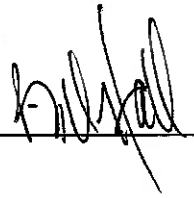
Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St			11:45 AM	11:45	96130	0
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:20	12:50 PM	12:52	96199	8
3	ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	1:00	04:00 PM	4:01	96201	8
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:12	04:15 PM	4:15	96209	8
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:55	05:05 PM		96228	0

Tolls/Parking/Extra Fees:_____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature: 

Customer Signature:_____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Wednesday, July 15, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2199
Trip Name: THELMA BEDELL SCHOOL
Trip Description: ISBELL MS

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information
We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

DURHAM
SCHOOL SERVICES

Invoice	**Invoice Date**
92150954	24-Jul-2026
Terms	**Due Date**
IMMEDIATE	24-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2184
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

16-JUL-26 - 16-JUL-26 GRACE THILLE SCHOOL-ISBELL MIDDLE SCHOOL

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2184 2026	SUMMER CAMP	16-JUL-26	GRACE THILLE SCHOOL	ISBELL MIDDLE SCHOOL	660.49
2	CH2006-2184	5% Fuel Surcharge	16-JUL-26	GRACE THILLE SCHOOL	ISBELL MIDDLE SCHOOL	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 28-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL **CSC Name:** Oxnard, CA

Trip Description: ISBELL MS **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/16/2026 **Trip ID:** CH2006-2184

Trip End Date: 7/16/2026

Employee Name: Zavala, Jose L **Customer Name:** CITY OF SANTA PAULA

Employee ID: 299880 **Customer ID:** 2913317 **Driver Sign-In:** 11:45 AM

Bus: 37619 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St			11:45 AM	11:45	91922	
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:30	12:50 PM	12:50	91939	9
3	ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	1:00	04:00 PM	4:00	91940	9
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:10	04:15 PM	4:16	91941	
5	Oxnard Yard	3151 W 5th St	05:00 PM	5:05	05:05 PM	5:11	91958	

Tolls/Parking/Extra Fees: _____ **Trip booked by:** Grisela Polino

Emergency Instructions: **Email:** Grisela.Polino@nationalexpresscorp.com

Driver Signature: _____ **Customer Signature:** SA _____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Thursday, July 16, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2184
Trip Name: GRACE THILLE SCHOOL
Trip Description: ISBELL MS
Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information
We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92150955	24-Jul-2026
Terms	**Due Date**
IMMEDIATE	24-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2200
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

16-JUL-26 - 16-JUL-26 THELMA BEDELL SCHOOL-ISBELL MIDDLE SCHOOL

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2200 2026	SUMMER CAMP	16-JUL-26	THELMA BEDELL SCHOOL	ISBELL MIDDLE SCHOOL	660.49
2	CH2006-2200	5% Fuel Surcharge	16-JUL-26	THELMA BEDELL SCHOOL	ISBELL MIDDLE SCHOOL	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 28-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: ISBELL MS **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/16/2026 **Trip ID:** CH2006-2200

Trip End Date: 7/16/2026

Employee Name: Pruitt, Tanya **Customer Name:** CITY OF SANTA PAULA

Employee ID: 599331 **Customer ID:** 2913317 **Driver Sign-In:** 11:45 AM

Bus: 31273 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St			11:45 AM	11:45	118582	8
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:22	12:50 PM	12:56	118597	
3	ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	1:00	04:00 PM	407	118600	
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	421	04:15 PM	427	118602	
5	Oxnard Yard	3151 W 5th St	05:00 PM	505	05:05 PM		118621	

Tolls/Parking/Extra Fees: _____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature: Tanya Pruitt

Customer Signature: Marta

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Thursday, July 16, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2200
Trip Name: THELMA BEDELL SCHOOL
Trip Description: ISBELL MS

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92147647	23-Jun-2026
Terms	**Due Date**
IMMEDIATE	23-Jun-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2185
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

22-JUN-26 - 22-JUN-26 THELMA BEDELL SCHOOL

Line Num	Description	Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2185 SUMMER CAMP 2026	22-JUN-26	THELMA BEDELL SCHOOL	ISBELL MIDDLE SCHOOL	658.58
2	CH2006-2185 5% Fuel Surcharge	22-JUN-26	THELMA BEDELL SCHOOL	ISBELL MIDDLE SCHOOL	32.93

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	691.51
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 24-Jun-2026 in USD	691.51

LB2 0 Harvard / Lot P
124,527 @ 139pm

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL
CSC Name: Oxnard, CA
Trip Description: ISBELL MS
CSC Address 1: 3151 West 5th Street, Suite A
CSC Address 2: C/O DURHAM 2006
CSC-City/State/Zip: Oxnard/CA/93030
CSC Phone Number: 805-486-8876

Trip Start Date: 6/22/2026
Trip ID: CH2006-2185
Trip End Date: 6/22/2026
Employee Name: Muth, Darren
Customer Name: CITY OF SANTA PAULA
Employee ID: 611770
Customer ID: 2913317
Driver Sign-In: 11:25 AM
Bus: 31360
Contact Name: Katherine Herrera
Driver Sign-Out: 05:05 PM
Yard:
Contact Phone: 8059334226
PAX: 0
Contact Email: KHERRERA@SPCITY.ORG
PO Number:

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:45	124604	0
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:30	12:50 PM	12:55	124622	12
3	ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	1:06PM	04:00 PM	4:02	124625	12
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:17	04:15 PM	4:05	124631	11
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:59	05:05 PM	5:04 4:21 425	124650	0

Tolls/Parking/Extra Fees:
Trip booked by: Grisela Polino
Emergency Instructions:
Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature: Darren Muth
Customer Signature: Andres Magana

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Monday, June 22, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2185
Trip Name: THELMA BEDELL SCHOOL
Trip Description: ISBELL MS

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itinerary fee estimate is correct

If signed confirmation is not returned within 10 days, your reservation will be canceled

Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls

Prepay Amount :

Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92147648	23-Jun-2026
Terms	**Due Date**
IMMEDIATE	23-Jun-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2169
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

22-JUN-26 - 22-JUN-26 GRACE THILLE SCHOOL

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2169 2026	SUMMER CAMP	22-JUN-26	GRACE THILLE SCHOOL	GRACE THILLE SCHOOL	668.13
2	CH2006-2169	5% Fuel Surcharge	22-JUN-26	GRACE THILLE SCHOOL	GRACE THILLE SCHOOL	33.41

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	701.54
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 24-Jun-2026 in USD	701.54

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL **CSC Name:** Oxnard, CA

Trip Description: ISBELL MS **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 6/22/2026 **Trip ID:** CH2006-2169

Trip End Date: 6/22/2026

Employee Name: Quezada, Jose A **Customer Name:** CITY OF SANTA PAULA

Employee ID: 612117 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 33780 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	X	11:45 AM	11:45 AM	120625	0
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:20 PM	12:50 PM	1:27 PM	120642	29
3	ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	1:37 PM	04:00 PM	4:04 PM	120644	29
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:13 PM	04:15 PM	4:18 PM	120646	27
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:52 PM	05:05 PM	5:10 X	120663	0

Tolls/Parking/Extra Fees:_____ **Trip booked by:** Grisela Polino

Emergency Instructions: **Email:** Grisela.Polino@nationalexpresscorp.com

Driver Signature:_____ **Customer Signature:** Soyra Acosta

Charter Price Quote



Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Monday, June 22, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA] P.O. BOX 569	**ZIP :**	93061
		Phone :	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2169
Trip Name: GRACE THILLE SCHOOL
Trip Description: ISBELL MS

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92147855	25-Jun-2026
Terms	**Due Date**
IMMEDIATE	25-Jun-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2187
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

24-JUN-26 - 24-JUN-26 THELMA BEDELL SCHOOL-CREEK SPORTS PARK

Line Num	Description	Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2187 SUMMER CAMP 2026	24-JUN-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	675.77
2	CH2006-2187 5% Fuel Surcharge	24-JUN-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	33.79

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	709.56
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 26-Jun-2026 in USD	709.56

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: SP CREEK SPORT PARK **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 6/24/2026 **Trip ID:** CH2006-2187

Trip End Date: 6/24/2026

Employee Name: Vidal Jr, Victor M **Customer Name:** CITY OF SANTA PAULA

Employee ID: 287569 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 30600 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:45	048591	
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:30	12:50 PM	12:45	048610	10
3	SANTA PAULA CREEK SPORTS PARK	301 Harvest Loop, , Santa Paula, CA, 93060 US	01:00 PM	1:03	04:00 PM	4:00	048614	10
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:18	04:15 PM	4:21	048617	10
5	Oxnard Yard	3151 W 5th St	05:00 PM	5:08	05:05 PM	5:15	048637	

Tolls/Parking/Extra Fees:_____ **Trip booked by:** Grisela Polino

Emergency Instructions: **Email:** Grisela.Polino@nationalexpresscorp.com

Driver Signature:_____ **Customer Signature:**_____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Wednesday, June 24, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2187
Trip Name: THELMA BEDELL SCHOOL
Trip Description: ISBELL MS

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itineracy fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information
We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92147780	25-Jun-2026
Terms	**Due Date**
IMMEDIATE	25-Jun-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2170
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

23-JUN-26 - 23-JUN-26 GRACE THILLE SCHOOL-CREEK SPORTS PARK

Line Num	Description	Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2170 SUMMER CAMP 2026	23-JUN-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	649.03
2	CH2006-2170 5% Fuel Surcharge	23-JUN-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	32.46

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	681.49
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 26-Jun-2026 in USD	681.49

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL
CSC Name: Oxnard, CA

Trip Description: SP CREEK SPORT PARK
CSC Address 1: 3151 West 5th Street, Suite A
CSC-City/State/Zip: Oxnard/CA/93030
CSC Address 2: C/O DURHAM 2006
CSC Phone Number: 805-486-8876

Trip Start Date: 6/23/2026
Trip ID: CH2006-2170

Trip End Date: 6/23/2026

Employee Name: Sendejas, Alejandra L
Customer Name: CITY OF SANTA PAULA

Employee ID: 564407
Customer ID: 2913317
Driver Sign-In: 11:25 AM

Bus: 30598
Contact Name: Katherine Herrera
Driver Sign-Out: 05:05 PM

Yard:
Contact Phone: 8059334226
PAX: 0

Contact Email: KHERRERA@SPCITY.ORG
PO Number:

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:45	132931	
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:17	12:50 PM	1:20	132948	
3	SANTA PAULA CREEK SPORTS PARK	301 Harvest Loop, , Santa Paula, CA, 93060 US	01:00 PM	1:30	04:00 PM	3:59	132949	31
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:13	04:15 PM	4:17	132952	27
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:57	05:05 PM	4:58	132969	0

Tolls/Parking/Extra Fees: _____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature: Alejandra Sendejas

Customer Signature: _____

Charter Price Quote



Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Tuesday, June 23, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2170
Trip Name: GRACE THILLE SCHOOL
Trip Description: ISBELL MS

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5 / 21 / 26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92147851	25-Jun-2026
Terms	**Due Date**
IMMEDIATE	25-Jun-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2171
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

24-JUN-26 - 24-JUN-26 GRACE THILLE SCHOOL-CREEK SPORTS PARK

Line Num	Description	Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2171 SUMMER CAMP 2026	24-JUN-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	651.89
2	CH2006-2171 5% Fuel Surcharge	24-JUN-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	32.60

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	684.49
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 26-Jun-2026 in USD	684.49

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL
CSC Name: Oxnard, CA

Trip Description: SP CREEK SPORT PARK
CSC Address 1: 3151 West 5th Street, Suite A
CSC-City/State/Zip: Oxnard CA 93030
CSC Address 2: C/O DURHAM 2006
CSC Phone Number: 805-486-8876

Trip Start Date: 6/24/2026
Trip ID: CH2006-2171

Trip End Date: 6/24/2026

Employee Name: LAMARCUS K.
Customer Name: CITY OF SANTA PAULA

Employee ID:
Customer ID: 2913317
Driver Sign-In: 11:25 AM

Bus: 31257
Contact Name: Katherine Herrera
Driver Sign-Out: 05:05 PM

Yard:
Contact Phone: 8059334226
PAX: 0

Contact Email: KHERRERA@SPCITY.ORG
PO Number:

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:45	130268	
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:13	12:50 PM	1:12	130285	37
3	SANTA PAULA CREEK SPORTS PARK	301 Harvest Loop, , Santa Paula, CA, 93060 US	01:00 PM	1:12	04:00 PM	4:02	130287	
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:10	04:15 PM	4:14	130289	
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:51	05:05 PM	5:00	130307	

Tolls/Parking/Extra Fees: _____

Trip booked by: Gnsela Polino

Emergency Instructions:

Email: Gnsela.Polino@nationalexpresscorp.com

Driver Signature: _____

Customer Signature: _____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Wednesday, June 24, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA] P.O. BOX 569	**ZIP :**	93061
		Phone :	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2171
Trip Name: GRACE THILLE SCHOOL
Trip Description: ISBELL MS

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itinerary fee estimate is correct

If signed confirmation is not returned within 10 days, your reservation will be canceled

Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls

Prepay Amount :

I have read and accepted Terms And Conditions:

Receipt #

Durham School Services

Invoice	Invoice Date
92147779	25-Jun-2026
Terms	**Due Date**
IMMEDIATE	25-Jun-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2186
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

23-JUN-26 - 23-JUN-26 THELMA BEDELL SCHOOL-CREEK SPORTS PARK

Line Num	Description	Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2186 SUMMER CAMP 2026	23-JUN-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	655.71
2	CH2006-2186 5% Fuel Surcharge	23-JUN-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	32.79

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	688.50
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 26-Jun-2026 in USD	688.50

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: SP CREEK SPORTS PARK **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 6/23/2026 **Trip ID:** CH2006-2186

Trip End Date: 6/23/2026

Employee Name: Urena, Julio C **Customer Name:** CITY OF SANTA PAULA

Employee ID: 599286 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 30597 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:44	101875	0
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:24	12:50 PM	12:38	101894	16
3	SANTA PAULA CREEK SPORTS PARK	301 Harvest Loop, , Santa Paula, CA, 93060 US	01:00 PM	12:54	04:00 PM	3:59	101898	16
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:11	04:15 PM	4:13	101901	0
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:54	05:05 PM	5:02	101920	—

Tolls/Parking/Extra Fees:_____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature:_____

Customer Signature:_____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Tuesday, June 23, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA] P.O. BOX 569	**ZIP :**	93061
		Phone :	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2186
Trip Name: THELMA BEDELL SCHOOL
Trip Description: ISBELL MS

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itinerary fee estimate is correct

If signed confirmation is not returned within 10 days, your reservation will be canceled

Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls

Prepay Amount :

Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92148094	29-Jun-2026
Terms	**Due Date**
IMMEDIATE	29-Jun-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2172
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

25-JUN-26 - 25-JUN-26 GRACE THILLE SCHOOL

Line Num	Description	Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2172 SUMMER CAMP 2026	25-JUN-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	660.49
2	CH2006-2172 5% Fuel Surcharge	25-JUN-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 29-Jun-2026 in USD	693.52

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL **CSC Name:** Oxnard, CA

Trip Description: SP CREEK SPORT PARK **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 6/25/2026 **Trip ID:** CH2006-2172

Trip End Date: 6/25/2026

Employee Name: Keys, Lamarcus **Customer Name:** CITY OF SANTA PAULA

Employee ID: 548749 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 31357 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:45	130307	
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:27	12:50 PM	12:59	130324	24
3	SANTA PAULA CREEK SPORTS PARK	301 Harvest Loop, , Santa Paula, CA, 93060 US	01:00 PM	1:12	04:00 PM	4:09	130395	
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:19	04:15 PM	4:21	130398	
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:57	05:05 PM	5:05	130395	

Tolls/Parking/Extra Fees:_____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature:_____

Customer Signature:_____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Thursday, June 25, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2172
Trip Name: GRACE THILLE SCHOOL
Trip Description: ISBELL MS

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92148099	29-Jun-2026
Terms	**Due Date**
IMMEDIATE	29-Jun-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2188
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

25-JUN-26 - 25-JUN-26 THELMA BEDELL SCHOOL

Line Num	Description	Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2188 SUMMER CAMP 2026	25-JUN-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	680.54
2	CH2006-2188 5% Fuel Surcharge	25-JUN-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	34.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	714.57
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 29-Jun-2026 in USD	714.57

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: SP CREEK SPORT PARK **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 6/25/2026 **Trip ID:** CH2006-2188

Trip End Date: 6/25/2026

Employee Name: Vidal Jr, Victor M **Customer Name:** CITY OF SANTA PAULA

Employee ID: 287569 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 33779 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:45	127691	
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:30	12:50 PM	12:36	127710	16
3	SANTA PAULA CREEK SPORTS PARK	301 Harvest Loop, , Santa Paula, CA, 93060 US	01:00 PM	1:00	04:00 PM	4:10	127713	16
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:22	04:15 PM	4:25	127717	16
5	Oxnard Yard	3151 W 5th St	05:00 PM	5:11	05:05 PM	5:18	127736	

Tolls/Parking/Extra Fees:_____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature:_____

Customer Signature:_____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Thursday, June 25, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA] P.O. BOX 569	**ZIP :**	93061
		Phone :	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2188
Trip Name: THELMA BEDELL SCHOOL
Trip Description: ISBELL MS

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
ISBELL MIDDLE SCHOOL	221 S Fourth St, , Santa Paula, CA, 93101 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itinerary fee estimate is correct

If signed confirmation is not returned within 10 days, your reservation will be canceled

Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls

Prepay Amount :

I have read and accepted Terms And Conditions:

Receipt #

Durham School Services

Invoice	Invoice Date
92148567	30-Jun-2026
Terms	**Due Date**
IMMEDIATE	30-Jun-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2189
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

29-JUN-26 - 29-JUN-26 THELMA BEDELL SCHOOL

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2189 2026	SUMMER CAMP	29-JUN-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	596.50
2	CH2006-2189	5% Fuel Surcharge	29-JUN-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	29.83

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	626.33
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 01-Jul-2026 in USD	626.33

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL CREEK SPORTS PARK

CSC Name: Oxnard, CA

CSC Address 1: 3151 West 5th Street, Suite A

CSC Address 2: C/O DURHAM 2006

CSC-City/State/Zip: Oxnard/CA/93030

CSC Phone Number: 805-486-8876

Trip Description:

Trip Start Date: 6/29/2026

Trip ID: CH2006-2189

Trip End Date: 6/29/2026

Employee Name: Quinonez, Jorge

Customer Name: CITY OF SANTA PAULA

Employee ID: 406285

Customer ID: 2913317

Driver Sign-In: 11:25 AM

Bus: 31250

Contact Name: Katherine Herrera

Driver Sign-Out: 05:05 PM

Yard:

Contact Phone: 8059334226

PAX: 0

Contact Email: KHERRERA@SPCITY.ORG

PO Number:

Driver Notes/Directions:

LATE DO TO ACCIDENT. — MIN. CHARGE

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM		11:45 AM	12:05	116021	6
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:45	12:50 PM	12:51	116039	10
3	SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	1:02	04:00 PM	4:04	116043	10
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:18	04:15 PM	4:21	116046	10
5	Oxnard Yard	3151 W 5th St	05:00 PM	5:08	05:05 PM	5:22	116066	0

Tolls/Parking/Extra Fees:

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature:

Customer Signature:

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Monday, June 29, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2189
Trip Name: THELMA BEDELL SCHOOL
Trip Description: CREEK SPORTS PARK

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= Tax: $0.00 + Subtotal: $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92148569	30-Jun-2026
Terms	**Due Date**
IMMEDIATE	30-Jun-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2173
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

29-JUN-26 - 29-JUN-26 GRACE THILLE SCHOOL

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2173 2026	SUMMER CAMP	29-JUN-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	660.49
2	CH2006-2173	5% Fuel Surcharge	29-JUN-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 01-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL **CSC Name:** Oxnard, CA

Trip Description: CREEK SPORTS PARK **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 6/29/2026 **Trip ID:** CH2006-2173

Trip End Date: 6/29/2026

Employee Name: Vidal Jr, Victor M **Customer Name:** CITY OF SANTA PAULA

Employee ID: 287569 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 30599 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:45	124076	
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:15	12:50 PM	1:15	124093	37
3	SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	1:25	04:00 PM	4:02	124095	37
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:10	04:15 PM	4:15	124097	37
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:57	05:05 PM	5:13	124114	

Tolls/Parking/Extra Fees:_____ **Trip booked by:** Grisela Polino

Emergency Instructions: **Email:** Grisela.Polino@nationalexpresscorp.com

Driver Signature:_____ **Customer Signature:**_____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Monday, June 29, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2173
Trip Name: GRACE THILLE SCHOOL
Trip Description: CREEK SPORTS PARK

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5 / 18 / 26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92148816	01-Jul-2026
Terms	**Due Date**
IMMEDIATE	01-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2174
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

30-JUN-26 - 30-JUN-26 GRACE THILLE SCHOOL

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2174 2026	SUMMER CAMP	30-JUN-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	675.77
2	CH2006-2174	5% Fuel Surcharge	30-JUN-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	33.79

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	709.56
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 01-Jul-2026 in USD	709.56

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL **CSC Name:** Oxnard, CA

Trip Description: CREEK SPORTS PARK **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 6/30/2026 **Trip ID:** CH2006-2174

Trip End Date: 6/30/2026

Employee Name: Vidal Jr, Victor M **Customer Name:** CITY OF SANTA PAULA

Employee ID: 287569 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 31360 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:45	124974	✓
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:18	12:50 PM	12:51	124991	36
3	SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	1:00	04:00 PM	4:04	124993	36
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:15	04:15 PM	4:22	124995	36
5	Oxnard Yard	3151 W 5th St	05:00 PM	5:05	05:05 PM	5:15	125012	✓

Tolls/Parking/Extra Fees:_____ **Trip booked by:** Grisela Polino

Emergency Instructions: **Email:** Grisela.Polino@nationalexpresscorp.com

5:51

Driver Signature:_____ **Customer Signature:**_____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Tuesday, June 30, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2174
Trip Name: GRACE THILLE SCHOOL
Trip Description: CREEK SPORTS PARK

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92148818	01-Jul-2026
Terms	**Due Date**
IMMEDIATE	01-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2190
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

30-JUN-26 - 30-JUN-26 THELMA BEDELL SCHOOL

Line Num	Description	Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2190 SUMMER CAMP 2026	30-JUN-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	675.77
2	CH2006-2190 5% Fuel Surcharge	30-JUN-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	33.79

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	709.56
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 01-Jul-2026 in USD	709.56

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: CREEK SPORTS PARK **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 6/30/2026 **Trip ID:** CH2006-2190

Trip End Date: 6/30/2026

Employee Name: Zepeda, Ricky **Customer Name:** CITY OF SANTA PAULA

Employee ID: 595792 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 30596 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	1125	11:45 AM	1145	053437	1
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	1225	12:50 PM	1238	053457	12
3	SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	1256	04:00 PM	405	053461	11
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	424	04:15 PM	425	053465	11
5	Oxnard Yard	3151 W 5th St	05:00 PM	~~520~~ 510	05:05 PM	~~541~~ 515	053484	1

Tolls/Parking/Extra Fees:_____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature: Ricky Zepeda

Customer Signature:

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Tuesday, June 30, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2190
Trip Name: THELMA BEDELL SCHOOL
Trip Description: CREEK SPORTS PARK

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92149532	08-Jul-2026
Terms	**Due Date**
IMMEDIATE	08-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2175
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

01-JUL-26 - 01-JUL-26 GRACE THILLE SCHOOL - CREEK SPORTS PARK

Line Num	Description	Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2175 SUMMER CAMP 2026	01-JUL-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	636.61
2	CH2006-2175 5% Fuel Surcharge	01-JUL-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	31.83

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	668.44
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 09-Jul-2026 in USD	668.44

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL **CSC Name:** Oxnard, CA

Trip Description: CREEK SPORTS PARK **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/1/2026 **Trip ID:** CH2006-2175

Trip End Date: 7/1/2026

Employee Name: Hall, Bill **Customer Name:** CITY OF SANTA PAULA

Employee ID: 521272 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 37621 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:48	95498	0
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:15	12:50 PM	12:55	95515	33
3	SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	1:00	04:00 PM	4:00	95517	33
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:05	04:15 PM	4:10	95521	33
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:45	05:05 PM	4:50	95538	0

Tolls/Parking/Extra Fees:_____ **Trip booked by:** Grisela Polino

Emergency Instructions: **Email:** Grisela.Polino@nationalexpresscorp.com

Driver Signature:_____ **Customer Signature:**_____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Wednesday, July 1, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA] P.O. BOX 569	**ZIP :**	93061
		Phone :	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2175
Trip Name: GRACE THILLE SCHOOL
Trip Description: CREEK SPORTS PARK
Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information
We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92149534	08-Jul-2026
Terms	**Due Date**
IMMEDIATE	08-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2191
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

01-JUL-26 - 01-JUL-26 THELMA BEDELL SCHOOL-CREEK SPORTS PARK

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2191 2026	SUMMER CAMP	01-JUL-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	660.49
2	CH2006-2191	5% Fuel Surcharge	01-JUL-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 09-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: CREEK SPORTS PARK **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/1/2026 **Trip ID:** CH2006-2191

Trip End Date: 7/1/2026

Employee Name: Echevarria, James E **Customer Name:** CITY OF SANTA PAULA

Employee ID: 521656 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 37619 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:45	90762	
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:18	12:50 PM	12:35	90781	7
3	SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	12:50	04:00 PM	4:00	90784	7
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:12	04:15 PM	4:20	90788	
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:55	05:05 PM	5:05	90808	

Tolls/Parking/Extra Fees:_____ **Trip booked by:** Grisela Polino

Emergency Instructions: **Email:** Grisela.Polino@nationalexpresscorp.com

5:30

Driver Signature:_____ **Customer Signature:**_____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Wednesday, July 1, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2191
Trip Name: THELMA BEDELL SCHOOL
Trip Description: CREEK SPORTS PARK

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92149552	08-Jul-2026
Terms	**Due Date**
IMMEDIATE	08-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2176
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

02-JUL-26 - 02-JUL-26 GRACE THILLE SCHOOL-CREEK SPORTS PARK

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2176 2026	SUMMER CAMP	02-JUL-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	636.61
2	CH2006-2176	5% Fuel Surcharge	02-JUL-26	GRACE THILLE SCHOOL	SANTA PAULA CREEK SPORTS PARK	31.83

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@neilc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	668.44
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 09-Jul-2026 in USD	668.44

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL **CSC Name:** Oxnard, CA

Trip Description: CREEK SPORTS PARK **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/2/2026 **Trip ID:** CH2006-2176

Trip End Date: 7/2/2026

Employee Name: Urena, Julio C **Customer Name:** CITY OF SANTA PAULA

Employee ID: 599286 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 34188 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:45	118155	0
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:46	12:50 PM	12:53	118172	28
3	SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	1:02	04:00 PM	3:58	118173	28
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:06	04:15 PM	4:10	118175	0
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:50	05:05 PM	—	118193	—

Tolls/Parking/Extra Fees: _____ **Trip booked by:** Grisela Polino

Emergency Instructions: **Email:** Grisela.Polino@nationalexpresscorp.com

Driver Signature: _____ **Customer Signature:** YSA

Charter Price Quote



Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Thursday, July 2, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID:	CH2006-2176	**Bus Type:**	
Trip Name:	GRACE THILLE SCHOOL	**Bus Quantity:**	1
Trip Description:	CREEK SPORTS PARK		

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5 / 18 / 26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92149553	08-Jul-2026
Terms	**Due Date**
IMMEDIATE	08-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2192
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

02-JUL-26 - 02-JUL-26 THELMA BEDELL SCHOOL-CREEK SPORTS PARK

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2192 2026	SUMMER CAMP	02-JUL-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	655.71
2	CH2006-2192	5% Fuel Surcharge	02-JUL-26	THELMA BEDELL SCHOOL	SANTA PAULA CREEK SPORTS PARK	32.79

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@neilc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	688.50
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 09-Jul-2026 in USD	688.50

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: CREEK SPORTS PARK **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/2/2026 **Trip ID:** CH2006-2192

Trip End Date: 7/2/2026

Employee Name: Delgado, Eric **Customer Name:** CITY OF SANTA PAULA

Employee ID: 498518 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 31360 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:24	11:45 AM	11:49	125012	
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:30	12:50 PM	12:44	125031	10
3	SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	12:56	04:00 PM	4:00	125035	10
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:12	04:15 PM	4:15	125067	10
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:50	05:05 PM	5:02	125086	

Tolls/Parking/Extra Fees:_____ **Trip booked by:** Grisela Polino

Emergency Instructions: **Email:** Grisela.Polino@nationalexpresscorp.com

Driver Signature: _____ **Customer Signature:** _____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Thursday, July 2, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2192
Trip Name: THELMA BEDELL SCHOOL
Trip Description: CREEK SPORTS PARK

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
SANTA PAULA CREEK SPORTS PARK	9X72+26, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/18/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information
We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92149556	08-Jul-2026
Terms	**Due Date**
IMMEDIATE	08-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2177
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

06-JUL-26 - 06-JUL-26 GRACE THILLE SCHOOL-MCMAHAN GYM

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2177 2026	SUMMER CAMP	06-JUL-26	GRACE THILLE SCHOOL	MCMAHAN GYM	660.49
2	CH2006-2177	5% Fuel Surcharge	06-JUL-26	GRACE THILLE SCHOOL	MCMAHAN GYM	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 09-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL
CSC Name: Oxnard, CA
Trip Description: MCMAHAN GYM
CSC Address 1: 3151 West 5th Street, Suite A
CSC Address 2: C/O DURHAM 2006
CSC-City/State/Zip: Oxnard/CA/93030
CSC Phone Number: 805-486-8876

Trip Start Date: 7/6/2026
Trip ID: CH2006-2177
Trip End Date: 7/6/2026
Employee Name: Meyers, Shelly H
Customer Name: CITY OF SANTA PAULA
Employee ID: 390508
Customer ID: 2913317
Driver Sign-In: 11:25 AM
Bus: 37618
Contact Name: Katherine Herrera
Driver Sign-Out: 05:05 PM
Yard:
Contact Phone: 8059334226
PAX: 0
Contact Email: KHERRERA@SPCITY.ORG
PO Number:

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:24	11:45 AM	11:25	87909	—
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:12	12:50 PM	12:46	87926	33 (3 = A)
3	MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	12:56	04:00 PM	4:04	87928	27 (6 = picked up)
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:10	04:15 PM	4:16	87929	—
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:57	05:05 PM	5:12	87947	—

Tolls/Parking/Extra Fees: _____
Trip booked by: Grisela Polino
Emergency Instructions:
Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature: _____
SHELLY (805) 340-1189

Customer Signature: SA
Sayra (805) 575-1726

Durham School Services

Invoice	Invoice Date
92149557	08-Jul-2026
Terms	**Due Date**
IMMEDIATE	08-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2193
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

06-JUL-26 - 06-JUL-26 THELMA BEDELL SCHOOL-MCMAHAN GYM

Line Num	Description	Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2193 SUMMER CAMP 2026	06-JUL-26	THELMA BEDELL SCHOOL	MCMAHAN GYM	660.49
2	CH2006-2193 5% Fuel Surcharge	06-JUL-26	THELMA BEDELL SCHOOL	MCMAHAN GYM	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 09-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: MCMAHAN GYM **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/6/2026 **Trip ID:** CH2006-2193

Trip End Date: 7/6/2026

Employee Name: Díaz, Marcos A **Customer Name:** CITY OF SANTA PAULA

Employee ID: 319730 **Customer ID:** 2913317 **Driver Sign-In:** 11:25 AM

Bus: 31273 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St	11:25 AM	11:25	11:45 AM	11:45	118193	Ø
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:30	12:50 PM	12:50	118211	18
3	MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	1:00	04:00 PM	4:00	118214	18
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:15	04:15 PM	4:20	118216	Ø
5	Oxnard Yard	3151 W 5th St	05:00 PM	5:00	05:05 PM	5:05	118234	Ø

Tolls/Parking/Extra Fees: _____

Trip booked by: Grisela Polino

Emergency Instructions: N/A

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature: M. Díaz

Customer Signature: _____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Monday, July 6, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA] P.O. BOX 569	**ZIP :** **Phone :**	93061 8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2193
Trip Name: THELMA BEDELL SCHOOL
Trip Description: MCMAHAN GYM

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92149560	08-Jul-2026
Terms	**Due Date**
IMMEDIATE	08-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2178
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

07-JUL-26 - 07-JUL-26 GRACE THILLE SCHOOL-MCMAHAN GYM

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2178	SUMMER CAMP 2026	07-JUL-26	GRACE THILLE SCHOOL	MCMAHAN GYM	634.70
2	CH2006-2178	5% Fuel Surcharge	07-JUL-26	GRACE THILLE SCHOOL	MCMAHAN GYM	31.74

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	666.44
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 09-Jul-2026 in USD	666.44

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL **CSC Name:** Oxnard, CA

Trip Description: MCMAHAN GYM **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/7/2026 **Trip ID:** CH2006-2178

Trip End Date: 7/7/2026

Employee Name: Bibian, Yvette P **Customer Name:** CITY OF SANTA PAULA

Employee ID: 587768 **Customer ID:** 2913317 **Driver Sign-In:** 11:45 AM

Bus: 31249 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St			11:45 AM	11:45	135423	
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:30	12:50 PM	1:00	135440	31
3	MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	1:05	04:00 PM	4:00	135441	31
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:10	04:15 PM	4:15	135443	
5	Oxnard Yard	3151 W 5th St	05:00 PM	4:45	05:05 PM	4:50	135463	

Tolls/Parking/Extra Fees:

Emergency Instructions:

Trip booked by: Grisela Polino

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature:

Customer Signature: SA

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :
Customer : CITY OF SANTA PAULA
Attention : Katherine Herrera
Address : CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
City : SANTA PAULA

Trip Date: Tuesday, July 7, 2026
e-mail : KHERRERA@SPCITY.ORG
State : CA
ZIP : 93061
Phone : 8059334226
Fax # :

Trip ID: CH2006-2178
Trip Name: GRACE THILLE SCHOOL
Trip Description: MCMAHAN GYM

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5 / 21 / 26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information
We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92149561	08-Jul-2026
Terms	**Due Date**
IMMEDIATE	08-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2194
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

07-JUL-26 - 07-JUL-26 THELMA BEDELL SCHOOL-MCMAHAN GYM

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2194 2026	SUMMER CAMP	07-JUL-26	THELMA BEDELL SCHOOL	MCMAHAN GYM	604.14
2	CH2006-2194	5% Fuel Surcharge	07-JUL-26	THELMA BEDELL SCHOOL	MCMAHAN GYM	30.21

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	634.35
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 09-Jul-2026 in USD	634.35

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL
CSC Name: Oxnard, CA
Trip Description: MCMAHAN GYM
CSC Address 1: 3151 West 5th Street, Suite A
CSC Address 2: C/O DURHAM 2006
CSC-City/State/Zip: Oxnard/CA/93030
CSC Phone Number: 805-486-8876

Trip Start Date: 7/7/2026
Trip ID: CH2006-2194
Trip End Date: 7/7/2026
Employee Name: Zepeda, Ricky
Customer Name: CITY OF SANTA PAULA
Employee ID: 595792
Customer ID: 2913317
Driver Sign-In: 11:45 AM
Bus: 30597
Contact Name: Katherine Herrera
Driver Sign-Out: 05:05 PM
Yard:
Contact Phone: 8059334226
PAX: 0
Contact Email: KHERRERA@SPCITY.ORG
PO Number:

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St		1140	11:45 AM	1145	102470	1
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	1229	12:50 PM	1253	102490	20
3	MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	100	04:00 PM	400	102492	20
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	410	04:15 PM	428	102495	19 LEFT W/ PARENT
5	Oxnard Yard	3151 W 5th St	05:00 PM	534	05:05 PM	545	102514	1

Tolls/Parking/Extra Fees:
Emergency Instructions:
Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature:
Customer Signature:

Charter Price Quote



Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Tuesday, July 7, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA]	**ZIP :**	93061
	P.O. BOX 569	**Phone :**	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2194
Trip Name: THELMA BEDELL SCHOOL
Trip Description: MCMAHAN GYM

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	Invoice Date
92150943	24-Jul-2026
Terms	**Due Date**
IMMEDIATE	24-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2179
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

08-JUL-26 - 08-JUL-26 GRACE THILLE SCHOOL-MCMAHAN GYM

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2179 2026	SUMMER CAMP	08-JUL-26	GRACE THILLE SCHOOL	MCMAHAN GYM	660.49
2	CH2006-2179	5% Fuel Surcharge	08-JUL-26	GRACE THILLE SCHOOL	MCMAHAN GYM	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 28-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: GRACE THILLE SCHOOL **CSC Name:** Oxnard, CA

Trip Description: MCMAHAN GYM **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/8/2026 **Trip ID:** CH2006-2179

Trip End Date: 7/8/2026

Employee Name: Hernandez Rivas, Edras O **Customer Name:** CITY OF SANTA PAULA

Employee ID: 553569 **Customer ID:** 2913317 **Driver Sign-In:** 11:45 AM

Bus: 30596 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St		11:24	11:45 AM	11:45	53745	0
2	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:22	12:50 PM	12:50	53767	36
3	MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	1:05	04:00 PM	4:01	53769	36
4	GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	4:10	04:15 PM	4:17	53772	56
5	Oxnard Yard	3151 W 5th St	05:00 PM	5:00	05:05 PM	5:05	53790	0

Tolls/Parking/Extra Fees:_____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature: EHH

Customer Signature: SA

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Wednesday, July 8, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA] P.O. BOX 569	**ZIP :**	93061
		Phone :	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2179
Trip Name: GRACE THILLE SCHOOL
Trip Description: MCMAHAN GYM

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
GRACE THILLE SCHOOL	1144 E Ventura St, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itinerary fee estimate is correct
If signed confirmation is not returned within 10 days, your reservation will be canceled
Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls
Prepay Amount :
Receipt #

I have read and accepted Terms And Conditions:

Durham School Services

Invoice	**Invoice Date**
92150944	24-Jul-2026
Terms	**Due Date**
IMMEDIATE	24-Jul-2026
Purchase Order Number	**Trip Number/Order Number**
	CH2006-2195
Customer Number	**Customer Location**
2913317	2006

Bill To:
Attn: Accounts Payable
CITY OF SANTA PAULA
CITY OF SANTA PAULA [Oxnard, CA]
P.O. BOX 569
SANTA PAULA, CA 93061

Remit To:
Durham School Services
File 749085
LOS ANGELES, CA 90074-9085

08-JUL-26 - 08-JUL-26 THELMA BEDELL SCHOOL-MCMAHAN GYM

Line Num	Description		Trip Date	Pick Up From	Deliver To	Amount
1	CH2006-2195 2026	SUMMER CAMP	08-JUL-26	THELMA BEDELL SCHOOL	MCMAHAN GYM	660.49
2	CH2006-2195	5% Fuel Surcharge	08-JUL-26	THELMA BEDELL SCHOOL	MCMAHAN GYM	33.03

Special Instructions
For questions regarding this invoice, please contact your local representative or email ARHelpdesk@nellc.com

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT

Total	693.52
Amount Applied	0.00
Amount Credited	
Amount Adjusted	0.00
Total Payments and Credits	0.00
Outstanding balance as of 28-Jul-2026 in USD	693.52

Driver Trip Sheet

Trip Name: THELMA BEDELL SCHOOL **CSC Name:** Oxnard, CA

Trip Description: MCMAHAN GYM **CSC Address 1:** 3151 West 5th Street, Suite A **CSC-City/State/Zip:** Oxnard/CA/93030

CSC Address 2: C/O DURHAM 2006 **CSC Phone Number:** 805-486-8876

Trip Start Date: 7/8/2026 **Trip ID:** CH2006-2195

Trip End Date: 7/8/2026

Employee Name: Keys, Lamarcus **Customer Name:** CITY OF SANTA PAULA

Employee ID: 548749 **Customer ID:** 2913317 **Driver Sign-In:** 11:45 AM

Bus: 31357 **Contact Name:** Katherine Herrera **Driver Sign-Out:** 05:05 PM

Yard: **Contact Phone:** 8059334226 **PAX:** 0

Contact Email: KHERRERA@SPCITY.ORG **PO Number:**

Driver Notes/Directions:

Stop #	Address Description	Address	Scheduled Arrival	Actual Arrival	Scheduled Departure	Actual Departure	Mileage	PAX
1	Oxnard Yard	3151 W 5th St			11:45 AM	11:45	130827	
2	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:17	12:50 PM	12:48	130895	15
3	MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	12:57	04:00 PM	4:02	130905	
4	THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	4:10	04:15 PM	4:15	130907	
5	Oxnard Yard	3151 W 5th St	05:00 PM	5p	05:05 PM		130915	

Tolls/Parking/Extra Fees:_____

Trip booked by: Grisela Polino

Emergency Instructions:

Email: Grisela.Polino@nationalexpresscorp.com

Driver Signature:_____

Customer Signature:_____

Charter Price Quote

Oxnard, CA
3151 West 5th Street, Suite A
805-486-8876

Purchase Order # :		**Trip Date:**	Wednesday, July 8, 2026
Customer :	CITY OF SANTA PAULA	**e-mail :**	KHERRERA@SPCITY.ORG
Attention :	Katherine Herrera	**State :**	CA
Address :	CITY OF SANTA PAULA [Oxnard, CA] P.O. BOX 569	**ZIP :**	93061
		Phone :	8059334226
City :	SANTA PAULA	**Fax # :**	

Trip ID: CH2006-2195
Trip Name: THELMA BEDELL SCHOOL
Trip Description: MCMAHAN GYM

Bus Type:
Bus Quantity: 1

Address Description	Address	Arrival Time	Departure Time
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	12:30 PM	12:50 PM
MCMAHAN GYM	325 Palm Court, , Santa Paula, CA, 93060 US	01:00 PM	04:00 PM
THELMA BEDELL SCHOOL	1305 Laurel Rd, , Santa Paula, CA, 93060 US	04:10 PM	04:15 PM

Special Instructions for Driver

Special Notations

Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
11:25 AM	05:05 PM	45	SUMMER CAMP 2026		$660.49
		0	5% Fuel Surcharge		$33.03

= **Tax:** $0.00 + **Subtotal:** $693.52 = $693.52

Trip booked by: Grisela Polino
Email: Grisela.Polino@nationalexpresscorp.com

PRICING ESTIMATE

CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X _____ 5/21/26

I acknowledge information, itinerary fee estimate is correct

If signed confirmation is not returned within 10 days, your reservation will be canceled

Sign and return copy of confirmation with payment information

We Accept

Customer is responsible to pay all parking fees/tolls

Prepay Amount :

Receipt #

I have read and accepted Terms And Conditions:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES

- City Council Special Meeting August 19, 2026
- City Council Regular Meeting August 19, 2026
- City Council Special Meeting August 25, 2026
- City Council Special Meeting September 2, 2026
- City Council Regular Meeting September 2, 2026
- City Council Regular Meeting September 16, 2026
- City Council Special Meeting September 28, 2026
- City Council Regular Meeting October 7, 2026

Date: October 21, 2026

Agenda Item: 10.I

RECOMMENDATION:

Staff recommends Council approve minutes.

BACKGROUND:

An account of all proceedings of the Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare an abbreviated record of the meeting proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meeting need not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available. Unless requested by a majority of the quorum, the minutes may be approved without reading.

ANALYSIS:

None.

STRATEGIC PLAN:

This item is not a goal or objective in the City Council's two-year Strategic Plan, however, the Minutes shall constitute the official record of the Legislative Body.

FISCAL IMPACTS:

There are no fiscal impacts for this item.

OPTIONS:

None.

ATTACHMENTS:

2026.08.19 City Council Special Minutes.pdf
2026.08.19 City Council Regular Minutes 530.pdf
2026.08.25 City Council Special Minutes 630.pdf
2026.09.02 City Council Special Minutes 430pm.pdf
2026.09.02 City Council Regular Minutes 630.pdf
2026.09.16 City Council Regular Minutes.pdf
2026.09.28 City Council Special Minutes.pdf
2026.10.07 City Council Regular Minutes 630.pdf

CITY OF SANTA PAULA
City Council Special Meeting
August 19, 2026, 4:30 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) FLAG SALUTE

Councilmember Chavez led the flag salute.

3) ROLL CALL

Members Present: Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

Members Absent: Carlos Juarez

Councilmember Ornelas was absent at time of roll call, arriving at 4:46 p.m.

4) PUBLIC COMMENT

None.

5) ORDER OF BUSINESS

5.A) STUDY SESSION - CITY GROWTH OVERVIEW

Community & Economic Development Director James Mason provided a presentation on the City Growth Overview.

6) ADJOURNMENT

Vice Mayor Crosswhite adjourned the meeting at 5:30 pm.

ATTEST:

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
August 19, 2026, 5:30 PM
MINUTES

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

5:30PM CLOSED SESSION

1) CALL TO ORDER

Vice Mayor Crosswhite called the meeting to order at 5:30 pm.

Members Present: Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

Members Absent: Carlos Juarez

2) PUBLIC COMMENT ON CLOSED SESSION ITEMS

Gary Ohst was called to speak and would like clarification on what is happening during closed session for City Manager.

Bob Orlando was called to speak of the accomplishments and growth the city has received by City Manager Dan Singer.

3) CLOSED SESSION

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

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

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

Council recessed to closed session.

6:30PM REGULAR SESSION - COUNCIL CHAMBERS

4) CALL TO ORDER

City Council reconvened at 6:30 pm.

4) ROLL CALL

Members Present: Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

Members Absent: Carlos Juarez

5) INVOCATION

Deacon Al Guilin provided the Invocation.

6) FLAG SALUTE

Councilmember Ornelas led the flag salute.

8) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken on the following:
3.A) CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code section 54957.6 Agency designated representative(s): Monica Castillo, City Attorney Unrepresented employee: City Manager
3.B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code section 54957 Title: City Manager
3.C) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION pursuant to Government Code section 54956.9(d)(2) Significant exposure to litigation: 2 potential cases

Under each of these items there are no reportable action. I have been given authorization by City Council to share this information. As I stated at the 7/30/26 Special Meeting, there is no reportable action needed regarding the City Managers performance or the City Manager's Employment Agreement. The Agreement expires by its own terms on June 30, 2027, and no Council action is required for that Agreement not to be renewed or extended beyond that date. No motion or vote was required to allow the Agreement to expire according to its own terms. Because no action is required concerning this type of Employment Agreement that's already going to expire, it doesn't change the employment status of an employee, no reportable action is required. This concludes City Attorney's explanation of what Council has decided not to intervene.

9) PUBLIC COMMENT

Judy Rice was called to speak will come back at a later date on the RV item.

James Lantiegne was called to speak announcing the Newhall Mansion, Aug 27th at 3:00 pm will have a ribbon cutting.

Mike Caulfield was called to speak on the eyesoar of the Post Office landscaping and the corner of 8th and Main St.

Katie Arth was called to speak on animal welfare issues and noted that Ventura County Voters for Animals have a resource available.

Gary Ohst was called to speak on council is taking action to replace City Manager even though you do not report out.

Richard Rudman was called to speak on aviation museum looking for docents and guides.

Cytlalli Salgado was called to speak on the need for more translating equipment.

Amalia Ochoa was called to speak on having good interpretation equipment.

Elizabeth De Los Santos was called to speak of the need of better interpretation and interpretation equipment.

Danny Wreesman was called to speak on the road construction on 10th and Ojai Road that has taken over a year to complete. Also, spoke on the RV ordinance parking issues.

Tommy Sanchez Reyes was called to speak on receiving a notice that they are not able to store their motorhome on their property.

Laura was called to speak on concern of the notices sent out to remove RV's from their property.

Vanessa Lowe was called to speak on concerns of notice received to remove RV's from their property.

Jerry Olivas was called to speak on RV parking ordinance.

Steve Warriner was called to speak on concerns of banning RV parking on private property.

Robert Vienas was called to speak on the concern of notices for RV's.

Aaron Vanswayla was called to speak with concerns of notices on RV's on private property.

Toby was called to speak with concerns on notices being sent out to RV owners parked on their own property.

Amparo Yanez was called to speak on concern of notices going out to remove RV from their property.

Michelle Chaveste was called to speak on concern of notices to remove RV's from property.

Fred Morales was called to speak supporting the RV community to be able to keep their RV's

Ben Mathwin was called to speak with concern of removing RV's from property.

By zoom Maria was called to speak on concern of removing RV's.

By zoom David was called to speak on RV concern of removing RV's.

10) PRESENTATIONS

10.A) GIRLS SOFTBALL CHAMPIONSHIP RECOGNITION

Council presented the Girls Softball Championship Recognition.

10.B) LABOR DAY PARADE POSTER PRESENTATION

Chris Ines presented to the City Council the first Labor Day Parade poster honoring the United Association Union of Trade Plumber's Steamfitter's and Welder's.

10.C) VENTURA COUNTY FOOD SHARE PRESENTATION

President & CEO Monica White presented the Ventura County Food Share presentation.

10.D) POLICE DEPARTMENT REPORT

Police Chief Don Aguilar provided a presentation on the Santa Paula Police Department Report.

11) CITY COUNCIL REPORTS

Councilmember Chavez:
Explained Board of Supervisor choosing to remove our Emergency Room at the Santa Paula Hospital and would like to see an ad hoc committee established.

Councilmember Cornejo:
Attended Ventura Regional Sanitation District meeting; Property Business Improvement District meetings; tour of up-and-coming opening of the Fire Station 29; Health Forum in Fillmore; and shared concerned on the Santa Paula Hospital issues.

Councilmember Ornelas:
Attended meeting at the School District.

Vice Mayor Crosswhite:
Attended Stem Day at Boys & Girls Club of Santa Clara Valley; rename Transit Station in Oxnard; Parks & Recreation lunch; tour of Fire Station; Board of Supervisor meeting; Governor's Office meeting; Southern California Association of Governments meetings; and Local Agency Formation Commission meeting.

12) CITY MANAGER REPORTS

City Manager Singer:
Announced a Special meeting at Community Center Workshop on Mobile Home Rent Control Ordinance.

Councilmember Chavez asked to have translation equipment at Workshop on Mobile Home Rent Control Ordinance meeting.

13) CONSENT CALENDAR

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

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

13.C) ENGEO PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

13.J) JULY 2026 WARRANTS AND CERTIFICATIONS

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

Motion: Approve 13) CONSENT CALENDAR
Moved by Pedro A Chavez, seconded by Leslie Cornejo

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

14) ACTION ITEMS

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

Deputy City Manager Aminah Mears presented the 2025-2027 City Council Two-Year Strategic Plan Implementation Progress Report, One-Year Update.

15) ITEMS FOR FUTURE AGENDAS

15.A) FUTURE AGENDA ITEMS

Councilmember Chavez requested RV Parking Study Session on Ordinance. Council is in consensus to bring back.

Councilmember Chavez also requested a City Council Study Session to review the City's Animal Welfare Policies and Practices. Staff prepare information on possible plans and bring back.

16) ADJOURNMENT

Vice Mayor Crosswhite adjourned the meet at 9:40 PM and close in honor of Carol Anderson and Manuel Luis.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
August 25, 2026, 6:30 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) FLAG SALUTE

Mayor Juarez led the flag salute.

3) ROLL CALL

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

Members Absent: Gabriela Ornelas

Councilmember Ornelas was absent at time of roll call.

4) PROPOSED AMENDMENTS TO SANTA PAULA MUNICIPAL CODE CHAPTER 152 (MOBILEHOME REGULATIONS)

City Attorney Monica Castillo provided information on the procedures for changes to ordinances.

Community Development Director James Mason provided an overview of existing ordinances and summary of prior public workshop comments.

Karl Lawson, Representative of 400 Craig Drive Homeowners Association, provided a presentation of proposed Chapter 152 Amendment.

Park Owner/Stakeholder Presentations/Comments
Nick Ubaldi, representative of River's Edge provided information on increases.
Jarod Gonzales provided recommendations on hearing process.

City Attorney Monica Castillo provided a presentation and overview on proposals.

Public Comment:
Gladys Valdovinas spoke in support to update of the ordinance.
Angel Garza spoke in support to update of the ordinance.
Nick Ubaldi passed speaking.
Tiffany Orr spoke in support to update of the ordinance.
Jen Hernandez spoke in support to update of the ordinance.
Amalia Ochoa spoke in support to update of the ordinance.
Hasen Gonzalez spoke in support to update of the ordinance.
Ricardo Soto spoke in support to update of the ordinance.
Caroline Valenciano spoke in support to update of the ordinance.
Cytlalli Salgado spoke in support to update of the ordinance.
Karl Lawson spoke regarding proposal of decreasing rents.

Council discussed options and provided staff with direction.

5) ADJOURNMENT

Mayor Juarez adjourned the meeting at 9:01 pm.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
September 2, 2026, 4:30 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 4:30 pm.

2) FLAG SALUTE

3) ROLL CALL

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

Councilmember Ornelas was absent at time of roll call, arriving at 4:30 pm.

4) PUBLIC COMMENT

None

5) CLOSED SESSION

5.A) PUBLIC EMPLOYEE APPOINTMENT Pursuant to Government Code § 54957(b)(1) & (4). Title: Interim City Attorney

6) CLOSED SESSION REPORT

City Attorney Monica Castillo reported on the Closed Session Report. All members of the Council were present and by a vote of 5-0, the City Council appointed Kellan Martz as the Interim City Attorney.

7) ADJOURNMENT

Mayor Juarez adjourned the meeting at 6:30pm.

ATTEST:

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
September 2, 2026, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

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

2) INVOCATION

Kay Wilson-Bolton provided the invocation.

3) FLAG SALUTE

Councilmember Ornelas led the flag salute.

4) ROLL CALL

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

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported on the Closed Session Report. All members of the Council were present and by a vote of 5-0, the City Council appointed Kellan Martz as the Interim City Attorney.

Mayor Juarez presented City Attorney Monica Castillo a city plaque for her years of services.

6) PUBLIC COMMENT

Jack Dejamaer was called to speak provided recommendation of changes on the RV ordinance by allowing storing RV on their own property.

Tiffany Orr was called to speak and expressed her gratitude for the Mobile Home Park meeting last week. Still need a moratorium on rent.

7) PRESENTATIONS

7.A) EMERGENCY PREPAREDNESS MONTH PROCLAMATION

Mayor Juarez presented the Emergency Preparedness Month Proclamation to Kate Watkins.

8) CITY COUNCIL REPORTS

Councilmember Ornelas:
Unable to attend the meeting on Mobile Home Ordinance on rent control.

Councilmember Chavez:
Congratulated The Lady Raiders Flag Football team on winning the Superbowl; thanked CalNRG and Limoneira for cleaning up the SP on the mountain; and announced the Labor Day Parade inviting to everyone to attend.

Councilmember Cornejo:
Attended the Farm Workers Monument fundraiser; Mobile Home Special Council workshop; Ventura County Taxpayer Association breakfast in Camarillo presenting the finances for the Hospital; City and Chamber Event Business Round Table; met with Mayor Juarez, James Mason, and City Manager Dan Singer to discuss the hospital issues; Santa Paula watch event displaying the letters SP; and learned restrooms at Teague Park are getting delivered.

Vice Mayor Crosswhite:
Attended the Santa Paula event displaying the SP; Clean Power Alliance Executive Committee Meeting; SCAG - Southern California Association Governance; and Ventura County Regional Energy Alliance.

Mayor Juarez:
Thanked Councilmember Chavez for recognizing our youth and other people that do-good things in our city; attended the tour for Fire Station 29; Property Business Improvement District meeting at Glen Tavern; Blue Ribbon Committee at the Casa De Mexicano; Farm Workers Monument; met with City Manager Dan Singer, Councilmember Cornejo, and James Mason on the Hospital issues; suggestion was made to form a Santa Clara Valley Coalition to join forces with Fillmore to get county to reverse its decision; and the SP on mountain looks great, thank you to Limoneira and CalNRG.

9) CITY MANAGER REPORTS

City Manager Dan Singer:
Attended the watch party event displaying the letters SP; Special Council Meeting for Mobile Home Rent Control; held an orientation for our Council candidates running for three different seats this coming November; attended the Internal Emergency Operation meeting refining our Emergency Operation Plan; involved in the Hospital discussion, more to come later; thanked Councilmember Chavez for acknowledging the Lady Raiders.

10) CONSENT CALENDAR

10.A) CALIFORNIA OFFICE OF EMERGENCY SERVICES DESIGNATION OF APPLICANT'S AGENT RESOLUTION

Motion: Approve 10) CONSENT CALENDAR

Moved by Jenny Crosswhite, seconded by Pedro A Chavez

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

11) PUBLIC HEARING

11.A) SOLID WASTE SERVICES PROPOSITION 218 HEARING

City Attorney Monica Castillo presented the item. Provided information of changes on the resolution.

Lupe Velasco was called to speak to take into consideration of the hardship of raising the rates.

Motion: Approve 1. Conduct a public hearing to accept written protests and verbal comments regarding the proposed increase in solid waste fees, track the number of valid written protests and, if the number of written protests received by the close of the public comment portion of the hearing is not sufficient to constitute a majority, make a finding that there is not a majority protest; and

2. Adopt Resolution No. 7628, entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, APPROVING THE MAXIMUM PERMITTED SERVICE CHARGES FOR SOLID WASTE COLLECTION SERVICES.
Moved by Pedro A Chavez, seconded by Jenny Crosswhite

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

12) ACTION ITEMS

12.A) CITY HALL FACILITIES COMPLEX RESILIENCY PROJECT - SOLAR PANEL + BATTERY ENERGY STORAGE SYSTEMS

This item was presented by Management Analyst Bruce Belluschi. John Spector with Clean Power Alliance presented a presentation on the City Hall Facilities Complex Resiliency Project - Solar Panel + Battery Energy Storage System.

Motion: Approve and authorize Clean Power Alliance (CPA) to submit, on behalf of the City of Santa Paula, a project developing and implementing a solar panel and battery energy storage system at the City Hall complex, including City Hall, the Community Development building and the Police station, to CPA's Board of Directors for consideration within CPA's Power Ready Round 2 funding program.

Moved by Pedro A Chavez, seconded by Gabriela Ornelas

Vote: Motion carried 5-0

Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

13) ITEMS FOR FUTURE AGENDAS

13.A) FUTURE AGENDA ITEMS

14) CLOSED SESSION

15) ADJOURNMENT

Mayor Juarez adjourned the meeting at 7:57 pm.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
September 16, 2026, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

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

1) INVOCATION

Chaplain Kay Wilson-Bolton provided the Invocation.

2) FLAG SALUTE

Councilmember Cornejo led the flag salute.

3) ROLL CALL

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

4) CLOSED SESSION REPORT

No closed session.

5) PUBLIC COMMENT

Richard Rudman was called to speak on upcoming events.

Steve Warriner was called to speak on RV ordinance future update.

Robert Benavedes was called to speak on RV ordinance future update.

Laura Galvan was called to speak on RV ordinance future update.

6) PRESENTATIONS

6.A) RECOGNITION FOR SANTA PAULA POLICE DEPARTMENT OFFICER OF THE YEAR AND PROFESSIONAL STAFF EMPLOYEE OF THE YEAR

Mayor Juarez presented Certificate of Recognition to Animal Services Coordinator Javier Manzanares for Professional Staff Employee of the Year; and Detective Yvette Solis for Officer of the Year.

6.B) SUICIDE PREVENTION MONTH PROCLAMATION

Mayor Juarez presented the Suicide Prevention Month Proclamation to Maya Zumaya with MZ Independent Consulting who shared statistics of suicide.

7) CITY COUNCIL REPORTS

Councilmember Chavez:
Expressed it was great seeing community members at the Labor Day Parade; attended the Grand reopening of Nanni and Deeda Toys Store; Thank you to City Manager Dan Singer and the City for promoting the Air Pollution Control Board initiative; attended the Isabella Project, recommends appointing an active representative to make sure there is ongoing representation; attended the Mexican Independence Day Parade serving as a judge; and announced today is Mexican Independence Day.

Councilmember Cornejo:
Attended Ventura Regional Sanitation District meeting; Senior Advisory Committee meeting; Property Business Improvement District meeting; Optimist Club Award Ceremony; and Ventura Council of Governments.

Councilmember Ornelas:
No report

Vice Mayor Crosswhite:
Announced the last Cruise Night is October 2nd; attended the Panda Cares Foundation at the Boys & Girls Club of Santa Clara Valley; Southern California Association of Governments meetings; Executive Committee meeting for SCAG, Local Area Formation meeting; Clean Power Alliance; Heritage Valley Policy Advisory Committee; and Ventura County Transportation Commission.

Mayor Juarez:
Attended Cruise Night; Thank you to Director Barnes for opening up Community Center as a cooling center during times of extreme heat; announced the City was the Grand Marshal in the Labor Day Parade; attended the reopening of Nanni and Deeda Toy Store; attended the Homeless & Housing meeting; attended the Panda Cares at the Boys & Girls Club of Santa Clara Valley; announced next Cruise Night will be October 2nd and will be the last night of the season.

8) CITY MANAGER REPORTS

City Manager Dan Singer introduced Assistant City Attorney Henry Castillo covering for the new Interim City Attorney Kellan Martz.
City Clerk Julie Latshaw introduced new employee Tracy Grove as Administrative Assistant in the City Clerk's office.

Also, City Manager Dan Singer provided information on the upcoming RV

meetings. Announced Santa Paula Police Department is not actively writing tickets on this topic.

9) CONSENT CALENDAR

9.A) AWARD OF CONTRACT FOR SANTA PAULA COMMUNITY CENTER LOBBY REMODEL PROJECT

9.B) AMENDMENT NO. 1 TO WATER RECYCLING FACILITY POLYMER SUPPLY AGREEMENT

9.C) AUGUST 2026 WARRANTS AND CERTIFICATIONS

9.D) WATER ENTERPRISE PURCHASE AND DELIVERY OF WATER METERS AND ADVANCED METERING INFRASTRUCTURE ENDPOINTS FROM PACE SUPPLY CORP.

9.E) CONFLICT OF INTEREST CODE - BIENNIAL UPDATE

Motion: Approve Consent Calendar items 9.A through 9.E.
Moved by Jenny Crosswhite, seconded by Pedro A Chavez

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

10) ACTION ITEMS

10.A) RESOLUTION NO. 7630 AUTHORIZING ACCEPTANCE OF TRACT 6001 PUBLIC SEWER IMPROVEMENTS

Councilmember Chavez recused himself from this item.

Motion: Approve as amended Adopting Resolution No. 7630 authorizing acceptance of Tract 6001 public sewer improvements, with adding the clarification to the Resolution of acceptance that the bond amount is the warranty bond to guarantee that work.
Moved by Jenny Crosswhite, seconded by Gabriela Ornelas

Vote: Motion carried 4-0
Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Gabriela Ornelas

10.B) CAL CITIES 2026 RESOLUTION PACKET

Council discussed the proposed Cal Cities resolution, providing direction regarding the City's position. Council was in consensuses to support the resolution, along with providing the Mayor the flexibility to make other decisions or changes at the meeting.

11) ITEMS FOR FUTURE AGENDAS

11.A) FUTURE AGENDA ITEMS

12) ADJOURNMENT

Mayor Juarez adjourned the meeting at 7:57 pm.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
September 28, 2026, 4:30 PM
MINUTES

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 4:36 p.m.

2) ROLL CALL

Members Present: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, and Gabriela Ornelas

Members Absent: Pedro A Chavez

Councilmember Ornelas was absent at time of roll call, arriving at 4:45 p.m. while interviews for the Parks & Recreation Youth was in progress.

3) PUBLIC COMMENT

None.

4) ORDER OF BUSINESS

4.A) COMMISSION/COMMITTEE/BOARD INTERVIEWS

The City Council held applicant interviews to fill the following:

-
  - **Parks & Recreation Youth** to fill **2 vacancies for a 1-year term.** Applicants: Natalia Moncilla is a new applicant, and applicant Kassidy Straetz is a returning member. If both applicants are appointed, this position will be filled.
  - **Design Assistance/Historic Preservation Committee** to fill **3 vacancies for a 4-year term**. Applicants: Tessa Lenz is a new applicant, and Marilyn Appleby and Karen Harrison are

returning applicants. If all applicants are appointed, this position will be filled.

- **Mobile Home Rent Review Commission** to fill **1 vacancy for a 2-year term**. Applicant Cindy Graves is a new applicant, and Karen Harrison is a returning applicant. If one applicant is appointed, this position will be filled.

- **Senior Advisory Committee** to fill **1 vacancy for a 2-year term**. Applicants: Amalia Ochoa and Thomas Ellis are new applicants. If one applicant is appointed, this position will be filled.

- **Measure T Oversite Committee** to fill **1 vacancy for a 4-year term**. Applicant: Vanessa Olmos is a returning applicant. No other applications were received. If applicant is appointed, this position will be filled.

- **Santa Paula Housing Authority** to fill **3 vacancies for 4-year terms**. Applicant Elizabeth Sanchez was unavailable. Francisco Estrada is a new applicant, and Joseph Cervantez is a returning applicant for reappointment without interview. If all applicants are appointed, this position will be filled.

5) ADJOURNMENT

Mayor Juarez adjourned the meeting at 6:31 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
October 7, 2026, 6:30 PM
MINUTES

1) CALL TO ORDER

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

2) INVOCATION

Deacon Al Guilin provided the Invocation.

3) FLAG SALUTE

Councilmember Chavez led the flag salute.

4) ROLL CALL

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

5) PUBLIC COMMENT

Constance Leshin was called to speak on City Manager Dan Signer as honorable and urged Council to extend Dan Singer's contract for two more years.
Steve Warriner was called to speak on the RV Parking issues.
Daniel Melendez has requested not to speak.
Gladys Valdovinos was called to speak on the Mobile Home Ordinance.

6) PRESENTATIONS

6.A) LADY RAIDERS FLAG FOOTBALL RECOGNITION

Mayor Juarez presented recognition Certificates to Lady Raider's Flag Football team.

6.B) CITY MANAGER'S DEPARTMENT REPORT - MAY 2026 - AUGUST 2026

City Manager Dan Singer provided the City Manager's Department Report.

6.C) FINANCE DEPARTMENT REPORT

Assistant Finance Director, Beatriz Jimenez presented the Finance Department Report.

7) CITY COUNCIL REPORTS

Councilmember Chavez:
Provided a Q3 City Council Report; attended the Project Isabella Meeting at the Casa De Mexicano; three workshops on AI Strategies & Case Studies, Homeowner Repair, and Revitalized Downtown; and acknowledged our Parks & Recreation Department for opening doors to the Community Center during hot days for residents.

Councilmember Cornejo:
Attended Ventura Regional Sanitization District, Ventura Council of Governance, and League of California Cities Conference; participated in the Rotary Rally; the Commissions & Committee Interviews; attended the Santa Paula Unified School District/City Council Joint Committee Meeting with the School Board; toured The Hive out of Camarillo Airport for Economic Development; and met at Latina Town Hall regarding the Santa Paula Hospital Task Force.

Councilmember Ornelas:
Attended the Santa Paula Unified School District/City Council Joint Committee Meeting, and the Committee & Commissions Interviews.

Vice Mayor Crosswhite:
Attended the League of California Cities Conference; Mobility 21 Transportation Conference; California Council Governance Meeting; Clean Power Alliance Board Meetings; and the Southern California Association of Governance Meetings.

Mayor Juarez:
Attended the Candidates Forum; League of California Cities Conference; Committee and Commissions Interviews, Latino Town Hall Meeting regarding the Santa Paula Hospital; acknowledged and thanked Director Barnes for opening the Cooling Center at the Community Center for residents.

8) CITY MANAGER REPORTS

City Manager Dan Signer:
Attended the League of California Cities Conference; Santa Paula Unified School District/City Council Joint Committee Meeting; hosted a group with the Ventura County Leadership Academy at Limoneira and Cruise Night; announced a Public Service Announcement for the Public on opportunities to stay connected and get information by signing up through the City's website and also to receive a monthly newsletter.

City Manager Dan Singer welcomed new interim City Attorney Kellen Martz.

Mayor Juarez requested City Manager Dan Singer to give an update on the ADA Curb Compliance on Ojai Road.

Councilmember Chavez requested City Manager Dan Singer to provide an update on Park and Orchard.

9) CONSENT CALENDAR

9.A) AMENDMENT NO. 1 TO THE SUPPLY SERVICES AGREEMENT WITH HASA INC.

9.B) GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION OFFICE OF GRANTS AND LOCAL SERVICES ROUND 5

9.C) CITY SIDEWALK MASTER PLAN CONTRACT

Councilmember Chavez requested this item pulled for separate discussion and vote.

Motion: Approve authorizing the City Manager to execute a professional services agreement with General Technologies and Solutions, Inc. (GTS) in the amount not to exceed $138,080 to prepare the Citywide Sidewalk Master Plan; and approve budget allocations, as shown in Table 1 of the Staff Report, for the Citywide Sidewalk Master Plan Project.
Moved by Pedro A Chavez, seconded by Jenny Crosswhite

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

9.D) WATER RECYCLING FACILITY EQUIPMENT REPAIR PROCUREMENT APPROVAL

9.E) APPROVAL OF MINUTES

City Council Special Meeting June 11, 2026
City Council Special Meeting June 17, 2026
City Council Regular Meeting June 17, 2026
City Council Special Meeting June 23, 2026
City Council Special Meeting June 30, 2026
City Council Special Meeting July 15, 2026
City Council Regular Meeting July 15, 2026
City Council Special Meeting July 30, 2026

9.F) TRANSPORTATION DEVELOPMENT ACT, LOCAL TRANSPORTATION FUND, APPORTIONMENT FOR FISCAL YEAR 2026/2027

Vice Mayor Crosswhite requested this item pulled for separate discussion and vote.

Finance Director Christy Ramirez reported on the Transportation Development Act, Local Transportation Fund, Apportionment for Fiscal

Year 2026/2027 and explained the red line funding changes on Staff Report.

Motion: Approve Resolution No. 7632 authorizing the submittal of claims for allocation of FY 26/27 Transportation Development Act (TDA) funds.
Moved by Jenny Crosswhite, seconded by Pedro A Chavez

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

9.G) POLICE DEPARTMENT VEHICLE LEASE AND REPLACEMENT PROGRAM

Vice Mayor Crosswhite requested this item pulled for separate discussion and vote.

Police Chief Donald Aguilar asked for approval for the consent to enter a Master Equity Lease Agreement for the Police Department Vehicle Lease and Replacement Program.

Enterprise Account Executive Alik Airapetyan presented a presentation on the Police Department Vehicle Lease and Replacement Program.

Motion: Approve to enter into a Master Equity Lease Agreement, an Agreement to Sell Customer Vehicles, and Auction Consignment Agreement with Enterprise Fleet Management, Inc. offered through the Sourcewell cooperative purchasing program pursuant to SPMC 41.11 for an adjusted Year 1 vehicle replacement plan not to exceed $87,485.36.
Authorize the City Manager to execute the agreements and any related documents incidental to the agreements subject to approval of the City Attorney.
Moved by Pedro A Chavez, seconded by Leslie Cornejo

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

9.H) BUDGET APPROPRIATION FOR PERMIT MANAGEMENT AND PLAN CHECK SOFTWARE

Vice Mayor Crosswhite requested items 9F and 9G pulled for separate discussion and vote.
Councilmember Chavez requested item 9C pulled for separate discussion and vote.

Motion: Approve CONSENT CALENDAR 9A, 9B, 9D, 9E, & 9H
Moved by Jenny Crosswhite, seconded by Leslie Cornejo

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

10) ACTION ITEMS

10.A) SECOND AND THIRD AMENDMENTS TO THE JOINT AGREEMENT FOR OPERATIONAL FUNDING OF THE SPIRIT OF SANTA PAULA HARVARD SHELTER, AND SECOND AMENDMENT TO THE OPERATING AGREEMENT WITH SPIRIT OF SANTA PAULA

Management Analyst Gloria Parra presented the Second and Third Amendments to the Joint Agreement for the Operational Funding of the Spirit of Santa Paula Harvard Shelter, and Second Amendment to the Operating Agreement with Spirit of Santa Paula.

Motion: Approve the Second and Third Amendments to the Agreement to Provide Financial Support for the Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals in Santa Clara Valley Communities Including the City of Santa Paula, City of Fillmore, and Unincorporated Area of Piru, extending the "Funding Agreement" through June 30, 2027;
Adopt the Second Amendment to the City of Santa Paula Operating Agreement with Spirit of Santa Paula for Operation of Harvard Shelter, extending the "Operating Agreement" through June 30, 2027, and aligning it with the Funding Agreement;
Approve a budget allocation of up to $150,000 for the Second and Third Extension Periods to fund the City's additional contributions under the Funding Agreement; and
Authorized City Manager to make needed changes.

Moved by Pedro A Chavez, seconded by Leslie Cornejo

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

10.B) APPOINTMENT TO COMMISSIONS AND COMMITTEES

City Clerk Julie Latshaw reported on the appointment to Commissions and Committees.

Motion: Approve Parks & Recreation Youth appointment Natalia Moncilla, term October 7, 2026 through October 7, 2027.
Moved by Jenny Crosswhite, seconded by Leslie Cornejo

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

Motion: Approve Motion to Approve Parks & Recreation Commission appointment Kassidy Straetz, term October 7, 2026 through October 7, 2029.
Moved by Jenny Crosswhite, seconded by Leslie Cornejo

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

Motion: Approve Design Assistance/Historic Preservation Committee appointments Tessa Lenz, Marilyn Appleby, and Karen Harrison, terms October 7, 2026 through October 7, 2030.
Moved by Jenny Crosswhite, seconded by Leslie Cornejo

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

Motion: Approve Mobile Home Rent Review Commission appointment Karen Harrison, term October 7, 2026 through October 7, 2028.
Moved by Leslie Cornejo, seconded by Jenny Crosswhite

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

Motion: Approve Senior Advisory Committee appointments Amalia Ochoa, Thomas Ellis, and Pam Marshall, terms October 7, 2026 through October 7, 2028.
Moved by Leslie Cornejo, seconded by Jenny Crosswhite

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

Motion: Approve Measure T Oversite Committee appointment Vanessa Olmos, October 7, 2026 through October 7, 2030.
Moved by Pedro A Chavez, seconded by Jenny Crosswhite

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

Motion: Approve Santa Paula Housing Authority appointments Francisco Estrada and Joseph Cervantez, term October 7, 2026 through October 7, 2030.
Moved by Gabriela Ornelas, seconded by Jenny Crosswhite

Vote: Motion carried 4-0
Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Gabriela Ornelas

10.C) CONSIDERATION OF LOANS FROM THE CITY AFFORDABLE HOUSING TRUST FUND TO HOMES & HOPE AND ITS PROJECT PARTNERS FOR THE GATEWAY GROVE AND TOPA VISTA VILLAS AFFORDABLE HOUSING PROJECTS

Community & Economic Development Director James Mason reported on considerations of loans from the City Affordable Housing Trust Fund to Homes & Hope and its Project Partners for the Gateway Grove and Topa Vista Villas Affordable Housing Projects.

Motion: Approve Resolution No. 7633 authorizing a $600,000 City Affordable Housing Trust Fund loan to Homes & Hope, Many Mansions, and the Santa Paula Housing Authority for the Gateway Grove project at 1445 East Main Street, at 3% interest, repayable from residual receipts, contingent upon completion of required due diligence and execution of the City's loan and regulatory documents.
Adopt Resolution No. 7634 authorizing a $1,000,000 City Affordable Housing Trust Fund loan to Homes & Hope, Cabrillo Economic Development Corporation, and the Santa Paula Housing Authority for the Topa Vista Villas project at 500–550 West Harvard Boulevard, at 3% interest, repayable from residual receipts, contingent upon completion of required due diligence and execution of the City's loan and regulatory documents.
Adopt a $1,600,000 budget allocation from the City's Affordable Housing Trust Fund to the 219-5-9093-502 for the Gateway Grove and Topa Vista Villas projects.

Moved by Pedro A Chavez, seconded by Jenny Crosswhite

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

10.D) RESOLUTION OPPOSING PROPOSITION 43 – VOTER APPROVAL REQUIREMENTS FOR LOCAL SPECIAL TAXES

City Management Fellow Kyle Miranda reported on Proposition 43.

Motion: Approve resolution opposing Proposition 43, limits Voters' Ability to Raise Revenues for Local Government Services, a legislative constitutional amendment appearing on the November 3, 2026, statewide general election ballot; and
Adopt a resolution opposing Proposition 43.

Moved by Pedro A Chavez, seconded by Gabriela Ornelas

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

10.E) SELECTION OF CITY MANAGER RECRUITMENT FIRM AND REVIEW OF REQUEST FOR PROPOSAL RESPONSES

City Attorney Kellen Martz reported on the selection of City Manager Recruitment Firm and Review of Request for Proposal Responses.

The Council was in consensus to schedule interviews for all three recruitment firms provided.

11) ITEMS FOR FUTURE AGENDAS

11.A) FUTURE AGENDA ITEMS

Councilmember Chavez submitted an Agenda Request Form for a Temporary Moratorium on Enforcement of RV Policy Ordinance.

Discussion and consideration of a temporary moratorium on enforcement of the City's existing recreational vehicle (RV) policies was discussed and the non-negotiable requirements listed under Health, Safety & Legal Requirements would still apply and other Policy Choices-Land Use/Neighborhood Character, would need time to review current regulations, enforcement practices, community concerns, and potential policy updates by the City Council and staff.

Motion: Approve Temporary Moratorium on Enforcement of RV Policy Ordinance on Policy Choices-Land Use/Neighborhood Character, to provide more time to review current regulations, enforcement practices, community concerns, and potential policy updates by the City Council and staff.
Moved by Pedro A Chavez, seconded by Gabriela Ornelas

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

12) <u>ADJOURNMENT</u>

Mayor Juarez adjourned the meeting at 10:06 pm.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: James Mason, Community & Economic Development Director

Subject: ARRIVE SANTA PAULA PROJECT- REGULATORY AGREEMENT PROMISSORY NOTE AND DEED OF TRUST FOR 53 MARKET RATE UNITS TO DEED RESTRICTED AFFORDABLE UNITS AND RELATED CITY GRANT

Date: October 21, 2026

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution to:

1. Approve project-level entitlements enabling the conversion of 53 units (40%) of the 132-unit market-rate component of the Arrive Santa Paula Project, to deed-restricted affordable units at or below 80% of Ventura County Area Median Income (“AMI”);
2. Approve a one-time City loan/grant of $53,000 ($1,000 per restricted unit) to Alma Santa Paula, L.P., a California limited partnership. to enable Alma Santa Paula, L.P., to seek qualification of certain portions of the Project for the California welfare exemption from property tax under Revenue and Taxation Code section 214(g)(1)(A) and related Board of Equalization guidance (Rule 140(a)(2));
3. Approve, and authorize the City Manager to execute, the Regulatory Agreement and Declaration of Restrictive Covenants, the Promissory Note, and the Deed of Trust and Fixture Filing (with Assignment of Rents and Security Agreement) in substantially the forms attached hereto, subject to conforming and clarifying changes acceptable to the City Attorney; and
4. Authorize the City Manager to execute any other documents and take any other actions reasonably necessary to implement this action, including appointment of an Administrator to monitor compliance.

Presented by: City Manager, Dan Singer

BACKGROUND:

On August 16, 2023, the City Council approved the Arrive Santa Paula Project (Resolution No. 7475), a two-component residential development consisting of 132 market-rate rental units and 166 affordable housing units. The Project is being developed by Red Tail Multifamily Land Development in partnership with Affordable Housing Access, Inc. Construction of both components is substantially complete.

The 132-unit market-rate component, which is the subject of the attached loan documents, is

owned by Alma Santa Paula, L.P., a California limited partnership , an affiliate of Red Tail, and will be managed by Red Tail Residential, LLC. Pre-leasing is anticipated to begin in late August 2026.

During lease-up of the 166-unit affordable housing component, the Applicant reported strong demand for affordable housing, with a significant number of applicants exceeding the income limits for the affordable units, which generally target households earning between 30 and 70 percent of Area Median Income (AMI). This demonstrates a need for additional affordable housing serving households at higher income levels within the affordable housing spectrum.

On June 26, 2026, Red Tail and its partner, Affordable Housing Access, sent a letter to the City (Attachment A) requesting City assistance to convert a number of market-rate units in the Project to affordable units. To address this unmet demand, the Applicant proposes to convert 40 percent of the 132 market-rate units — 53 units — to deed-restricted affordable housing targeted to households in the income ranges not eligible for the existing affordable units. The proposed conversion would substantially increase the City's supply of deed-restricted affordable housing, broaden the range of income levels served by the development, and provide additional long-term affordable housing opportunities.

ANALYSIS:

Proposed Affordability Restriction

The attached Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") would restrict 53 of the Project's 132 units (excluding one unrestricted manager's unit) as "Low Income Units" for a 55-year Term commencing on the Effective Date (the recordation date). Households in restricted units must have aggregate gross income at or below 80% of AMI, as calculated in a manner consistent with 24 CFR 5.603(b) and adjusted for family size. Proposed distribution of the 53 restricted units by bedroom count is as follows:

Unit Type	Restricted (≤80% AMI)	Approx. Share
One-bedroom	14	26%
Two-bedroom	29	55%
Three-bedroom	10	19%
Total Restricted Units	53	40% of 132

Key affordability and operating requirements of the Regulatory Agreement include:

- Rents for restricted units are capped at the maximum rent levels for 80% AMI households as published in the California Tax Credit Allocation Committee (CTCAC) Annual Rent Limits for Ventura County, notwithstanding that the Project is not otherwise financed with tax credits;
- Restricted units must be of comparable quality, size, and bedroom mix to market-rate units, and dispersed throughout the Project;
- Owner must obtain and retain tenant income verifications at initial occupancy, at the one-year anniversary, and annually thereafter (or via an alternative certification process), and must submit an annual Certificate of Continuing Program Compliance to the City by February 1 of each year;

- Owner must accept Section 8 voucher holders on the same basis as other applicants and may not apply more restrictive screening criteria to voucher holders;
- A vacated restricted unit remains classified as low-income until re-leased to an income-qualified household, subject to a 31-day verification period;
- Following expiration of the Term, existing tenants of restricted units may generally continue in occupancy at restricted rents for up to 30 years or until other specified events occur, consistent with California relocation-assistance requirements under Government Code section 7264(b);
- Owner may not Transfer the Project without prior City consent (not unreasonably withheld for affiliate transfers meeting specified experience and compliance conditions), and any unauthorized Transfer is void and reverts title to Owner; construction and permanent debt financing are exempted from this consent requirement;
- The City may declare an Event of Default if an uncured breach continues for 60 days after notice, with remedies including specific performance, injunctive relief, inspection rights, and the right to direct replacement of the property manager (subject to lender consent where applicable);
- Owner must indemnify the City for claims arising from the Loan, the Project, and any tax-exemption application, and must pay the City's enforcement costs and a City Annual Fee of $5,300, payable each year in advance.

City Loan Promissory Note and Security
To support the affordability conversion, and to meet the statutory definition of government-assisted housing required to enable the Alma Santa Paula, L.P. to seek qualification of certain portions of the Project for the welfare exemption from property tax under Revenue and Taxation Code section 214(g)(1)(A) and Board of Equalization Rule 140(a)(2), the City would make a one-time loan/grant of $1,000 per restricted unit ($53,000 total) to Alma Santa Paula, L.P. The loan is evidenced by a Promissory Note and secured by a Deed of Trust and Fixture Filing (with Assignment of Rents and Security Agreement) recorded against the Project. Key terms are summarized below:

Term	Detail
Lender / Payee	City of Santa Paula
Borrower	Alma Santa Paula, L.P., a California limited partnership. (an affiliate of Red Tail Multifamily Land Development; property to be managed by Red Tail Residential, LLC)
Principal Amount	$53,000.00 ($1,000 per restricted unit × 53 units)
Interest Rate	0% per annum (10% default interest rate on any past-due amount)
Repayment Structure	Single balloon payment of principal and any accrued interest due at Maturity; principal and interest are eligible for forgiveness by the City at the Maturity Date so long as no uncured Event of Default exists and Owner has complied with the Regulatory Agreement's affordability requirements, particularly the 40%/53-unit set-aside
Maturity Date	55 years from the Note date (i.e., coterminous with the Regulatory Agreement's 55-year Term)

Security	Deed of Trust and Fixture Filing (with Assignment of Rents and Security Agreement) recorded against the Project in favor of the City as Beneficiary; secures repayment of the Note and performance of the Regulatory Agreement
Subordination	City may, at its sole discretion, subordinate its lien to a construction or permanent lender, provided the Regulatory Agreement itself remains superior to all monetary liens and survives foreclosure or deed-in-lieu
Prepayment	Permitted in whole or in part at any time, without penalty; amounts prepaid may not be re-borrowed
Transfer / Acceleration	Any unapproved Transfer as defined in the Regulatory Agreement of ownership interests, or of the Trust Estate, entitles the City to declare all sums immediately due and payable

Because the interest rate is 0% and principal is eligible for forgiveness at the 55-year Maturity Date upon the Owner's continued compliance with the affordability restrictions, the City's $53,000 outlay functions principally as a mechanism to establish the government-financing nexus needed for the welfare exemption, rather than as an interest-bearing investment. Staff notes that the Project will remain conventionally financed; the City loan does not alter the underlying construction or permanent financing for either the market-rate or affordable components.

Timeline and Next Steps
Pre-leasing of the 132-unit market-rate component is expected to begin in late August 2026; City Council approval and execution of the Regulatory Agreement is requested so the Applicant can market restricted units on the intended timeline. Following Council approval, staff, Red Tail, and Affordable Housing Access, Inc. will meet to finalize outstanding agreement language (Effective Date, Exhibit A legal description, Exhibit B/C forms) and grant disbursement terms. Upon execution and closing on the City loan, the Regulatory Agreement and Deed of Trust will be recorded against the Project in the official records of Ventura County, and the City Annual Fee and annual compliance certification schedule will commence.

STRATEGIC PLAN:

The Approval of a one-time City loan/grant of $53,000 for the Arrive Santa Paula project will create additional affordable housing in the City, aligning with 2025-27 City Council Strategic Plan Core Values of Diversity/Inclusivity and Equity and enhancement of economic opportunities and community vitality.

FISCAL IMPACTS:

One-time outlay of funding from the Affordable Housing in Lieu Funds (assigned to the Affordable Housing Trust Fund) of $53,000 for the loan/grant described above. The Owner will provide ongoing annual revenue to the City of $5,300 (the City Annual Fee) for the duration of the 55-year Term, intended to offset the City's or its Administrator's monitoring and compliance costs. The Project's qualification for the welfare exemption, if received, is expected to reduce the Project's property tax burden; the exact fiscal effect on other taxing entities has not been quantified by staff at this time.

The Owner is obligated under the Regulatory Agreement to indemnify the City for costs and liabilities related to the Loan, the Regulatory Agreement, and any tax-exemption application, and bear all City enforcement costs, including attorneys' fees. The City Attorney has reviewed and commented on the attached forms of Regulatory Agreement; several business terms—including the exact Effective Date, City Annual Fee due date, and property legal description—remain to be finalized before execution and recordation.

OPTIONS:

As an alternative to Staff's recommendation, the City Council has the following option:

- Do not approve project-level entitlements enabling the conversion of 53 units (40%) of the 132-unit market-rate component of the Arrive Santa Paula Project to deed-restricted affordable units at or below 80% of Ventura County Area Median Income ("AMI"); and do not approve a one-time City loan/grant of $53,000, which would result in the 53 units remaining at market rate.

ATTACHMENTS:

ATTACHMENT A, RED TAIL AHA letter request.docx
ATTACHMENT B, Arrive Santa Paula - Regulatory Agreement (SR 10-12-26)(153706902.12)-c1.docx
ATTACHMENT C, Promissory Note - Arrive - Santa Paula_v5-c1.docx
ATTACHMENT D, Deed of Trust - Arrive - Santa Paula_v4-c1.docx

ATTACHMENT A
LETTER REQUEST

RED TAIL MULTIFAMILY
LAND DEVELOPMENT, LLC
SEARCHING FOR OPPORTUNITY

aha.
affordable housing access

[SENT VIA E-MAIL]

June 29, 2026

Dan Singer**,** City Manager
City of Santa Paula
970 E Ventura Street
Santa Paula, CA 93060

RE: Arrive Santa Paula – Conversion to Affordable Housing

Dear Mr. Singer,

I am writing on behalf of Red Tail Multifamily Land Development to request the City's assistance with the Arrive Santa Paula project ("Project"). The Project was approved by City Council on August 16, 2023 as a 132 unit market rate development and a separate 166 unit affordable housing project. Construction on both sides of the Project is nearing completion. Based on feedback from the lease up of the affordable units, there is strong demand for additional affordable units in the City. Along with our non-profit partner, Affordable Housing Access, we are requesting that the City allow 40% of the market rate units be leased as deed-restricted affordable housing. The Project would still be financed conventionally, without the use of tax credits, and 40% of the units would be rented to households earning at or below 80% of the Ventura County Area Median Income. This structure would decrease the tax burden on the Project by allowing for a California welfare tax exemption. In order to move forward with this proposal, we will need the City's help as outlined below.

1. Regulatory Agreement General Terms

If this proposal is acceptable, a Project regulatory agreement between Red Tail and the City would need to be recorded against the Property in connection with a deed restriction. We would propose including the following terms in the agreement:

a) 53 units to be rented at or below 80% AMI (14- 1 bedrooms, 29- 2 bedrooms, 10- 3 bedrooms)
b) AMI limits and max rents to follow California Tax Credit Allocation Committee (CTAC) Annual Rent Limits for Ventura County – please reference Exhibit A for the rent and income levels c) 55-year term deed restriction
d) Residents to pay for customary other income items and utilities (no utility allowance given)

2. City Financial Assistance

In addition, we are requesting the City to contribute $1,000 a unit as a grant ($53,000) to the Project in order to comply with state and federal laws related to the welfare tax exemption. Revenue and Taxation Code §214(g)(1)(A) requires a property to be "financed by local, state, or federal loans or grants" in order to be eligible for an exemption. Government financing is further defined by the California Board of Equalization Rule 140(a)(2) as "financial assistance from local, state, or federal government used for the acquisition, rehabilitation, construction, development, or operation of the property, in the form of (1) tax-exempt mortgage revenue bonds,

(2) GO bonds, (3) local/state/federal loans, (4) local/state/federal grants, (5) federally insured/held/guaranteed loans, or (6) project-based Section 8." Any terms of the City contribution would be memorialized in the aforementioned regulatory agreement.

Project Timeline

With pre-leasing for the 132 units expected to begin in August, it is our hope that we can come to an agreement on the terms above as soon as possible. We look forward to discussing this proposal sometime soon. Please do not hesitate to reach out with any questions. Thank you.

Respectfully,



Ron Wu
Development Director
Red Tail Multifamily Land Development

Exhibit A

2026 Rent and Income Levels

Ventura County Rent Limits - 2026						
Bedrooms	**30%**	**40%**	**50%**	**60%**	**70%**	**80%**
1 Bedroom	$883	$1,177	$1,471	$1,766	$2,060	$2,355
2 Bedroom	$1,059	$1,413	$1,766	$2,119	$2,472	$2,826
3 Bedroom	$1,224	$1,633	$2,041	$2,449	$2,857	$3,266

Ventura County Income Limits - 2026						
Household Size	**30%**	**40%**	**50%**	**60%**	**70%**	**80%**
1 Persons	$32,970	$43,960	$54,950	$65,940	$76,930	$87,920
2 Persons	$37,680	$50,240	$62,800	$75,360	$87,920	$100,480
3 Persons	$42,390	$56,520	$70,650	$84,780	$98,910	$113,040
4 Persons	$47,100	$62,800	$78,500	$94,200	$109,900	$125,600
5 Persons	$50,880	$67,840	$84,800	$101,760	$118,720	$135,680
6 Persons	$54,660	$72,880	$91,100	$109,320	$127,540	$145,760
7 Persons	$58,410	$77,880	$97,350	$116,820	$136,290	$155,760
8 Persons	$62,190	$82,920	$103,650	$124,380	$145,110	$165,840

ATTACHMENT B

REGULATORY AGREEMENT

RECORDING REQUESTED BY:

ALMA SANTA PAULA, L.P.,
a Delaware limited partnership

WHEN RECORDED RETURN TO:
Best Best & Krieger LLP
300 South Grand Avenue
25th Floor
Los Angeles, CA 90071
Attention: Seth Merewitz

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS

Between

THE CITY OF SANTA PAULA, as the City

and

ALMA SANTA PAULA, L.P., as the Owner

Dated as of _____ __, 2026

TABLE OF CONTENTS

Page

Section 1.	Definitions and Interpretation	1
Section 2.	Representations, Covenants and Warranties of the Owner.	4
Section 3.	Qualified Residential Rental Project	4
Section 4.	Low Income Tenants; Reporting Requirements	5
Section 5.	Additional Requirements of the Loan	7
Section 6.	Requirements of the City	8
Section 7.	Modification of Covenants	9
Section 8.	Indemnification; Other Payments	10
Section 9.	Consideration	11
Section 10.	Reliance	11
Section 11.	Transfer of the Project	11
Section 12.	Term	12
Section 13.	Covenants to Run With the Land	13
Section 14.	Burden and Benefit	13
Section 15.	Uniformity; Common Plan	13
Section 16.	Default Enforcement	14
Section 17.	[RESERVED]	15
Section 18.	Recording and Filing	15
Section 19.	Payment of Fees	15
Section 20.	Choice of Law and Venue	16
Section 21.	Amendments; Waivers	16
Section 22.	Notices	17
Section 23.	Severability	17
Section 24.	Multiple Counterparts	18
Section 25.	Limitation on Liability	18
Section 26.	[RESERVED]	18
Section 27.	[RESERVED]	18
Section 28.	[RESERVED]	18
Section 29.	Waiver of Personal Liability	18
Section 30.	Expenses	18

Section 31. [RESERVED] 18

EXHIBIT A DESCRIPTION OF REAL PROPERTY
EXHIBIT B FORM OF VERIFICATION OF INCOME
EXHIBIT C CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (as supplemented and amended from time to time, this "Regulatory Agreement" or "Agreement") is made and entered into as of _____ ___, 2026 (the "Effective Date"), by and between the CITY OF SANTA PAULA, a political subdivision of the State of California (together with any successor to its rights, duties and obligations, the "City"), and ALMA SANTA PAULA, L.P., a Delaware limited partnership, duly organized, validly existing and in good standing under the laws of the State of Delaware (together with any successor to its rights, duties and obligations hereunder and as owner of the Project identified herein, the "Owner").

W I T N E S S E T H:

WHEREAS, the Owner owns that certain real property located in the City of Santa Paula, as more particularly described in Exhibit A (the "Land") and is constructing on the Land a 132-unit rental housing project (said improvements, together with the Land, the "Project").

WHEREAS, the City has agreed to make a loan to Owner in the principal amount of $53,000.00 for the purpose of funding the construction and operation of the Project (the "Loan") pursuant to the terms set forth in this Regulatory Agreement and that certain promissory note dated as of the date hereof made by Owner to the order of the City (the "Note");

WHEREAS, in order for the City to make the Loan, the Owner shall restrict occupancy of 40% of the units (53 units) in the Project to tenant households earning 80% or less of the area median income as set forth herein;

NOW, THEREFORE, in consideration of the Loan by the City and the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

Section 1. Definitions and Interpretation. Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings assigned to them in the recitals hereto and in this Section 1.

"Administrator" means the City or any administrator or program monitor appointed by the City to administer this Regulatory Agreement, and any successor administrator appointed by the City.

"AMI" means the median household income (adjusted for family size appropriate to the unit) of the Area in which the City is located, as determined by HUD or, if applicable or as approved by HUD, as established in accordance with section 50093 of the Housing Law.

"Area" means the Metropolitan Statistical Area or County, as applicable, in which the Project is located, as defined by the United States Department of Housing and Urban Development.

"Available Units" means residential units in the Project that have been completed, as evidenced by a certificate of occupancy, and available for occupancy.

"Certificate of Continuing Program Compliance" means the Certificate to be filed by the Owner with the Administrator, on behalf of the City, pursuant to Section 4(f) hereof, which shall be substantially in the form attached as Exhibit D hereto or in such other comparable form as may be provided by the City to the Owner, or as otherwise approved by the City.

"City" means the City of Santa Paula, California.

"City Annual Fee" means Five Thousand Three Hundred and No/100 Dollars ($5,300.00).

"Code" means the Internal Revenue Code of 1986, as amended.

"County" means the County of Ventura, California.

"Gross Income" means the annual gross income of a person (together with the gross income of all persons who intend to reside with such person in one residential unit) as calculated in the manner prescribed for "annual income" at 24 CFR 5.609 as required under Section 8 of the Housing Act.

"Housing Act" means the United States Housing Act of 1937, as amended, or its successor.

"Housing Law" means Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code, as amended.

"Low Income Tenant" means a tenant or tenant household occupying a Low Income Unit.

"Low Income Unit" means any unit in the Project if the aggregate Gross Income of all tenants therein does not exceed limits determined in a manner consistent with determinations of "low income family" defined in 24 CFR 5.603(b) as required under Section 8 of the Housing Act, provided that the percentage of AMI that qualifies as low income hereunder shall be eighty percent (80%) of AMI, with adjustments for family size. The determination of a unit's status as a Low Income Unit shall be made by the Owner upon commencement of each lease term with respect to such unit, and annually thereafter, on the basis of a Verification of Income executed by each tenant.

"Manager" means the property manager of the Project, which shall meet the requirements of Section 6(e) hereof. The initial Manager shall be Red Tail Residential, LLC, a Delaware limited liability company.

"Project" means the 132-unit (including one unrestricted manager's unit) multifamily rental housing development located in the City, on the real property site described in Exhibit A hereto, consisting of those facilities, including real property, structures, buildings, fixtures or equipment situated thereon, as it may at any time exist, the acquisition, operation, construction and development of which facilities is to be financed, in whole or in part, from the proceeds of the Loan.

"Regulations" means the Income Tax Regulations of the Department of the Treasury applicable under the Code from time to time.

"Regulatory Agreement" or "Agreement" means this Regulatory Agreement and Declaration of Restrictive Covenants, as it may be supplemented and amended from time to time.

"Rental Payments" means the rental payments paid by the occupant of a unit, excluding any supplemental rental assistance to the occupant from the State, the federal government, or any other public agency, but including any mandatory fees or charges imposed on the occupant by the Owner as a condition of occupancy of the unit.

"Senior Lender" means Columbia Bank, an Oregon state-chartered bank.

"State" means the State of California.

"Term" means fifty-five (55) years from the Effective Date.

"Transaction Counsel" means Best Best & Kreiger LLP, or any other Transaction Counsel to the City as selected by the City.

"Transfer" means the conveyance, assignment, sale or other disposition of all or any portion of the Project; and shall also include, without limitation to the foregoing, the following: (1) an installment sales agreement wherein Owner agrees to sell the Project or any part thereof for a price to be paid in installments; and (2) an agreement by the Owner leasing all or a substantial part of the Project to one or more persons or entities pursuant to a single or related transactions but excluding leasing to Low Income Tenants or market rate tenants as contemplated in this Regulatory Agreement, but shall not include any conveyance or transfer of the Project pursuant to a foreclosure (or a deed or assignment in lieu thereof) of the construction loan made by Senior Lender or made in accordance with the terms of a subordination agreement between the applicable lender and the City as provided in this Regulatory Agreement.

"Verification of Income" means a Verification of Income, which may include a Tenant Income Certification and a Tenant Income Certification Questionnaire, in the form(s) attached as Exhibit B hereto or in such other comparable form(s) as may be provided by the City to the Owner, or as otherwise approved by the City.

Unless the context clearly requires otherwise, as used in this Regulatory Agreement, words of any gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Regulatory Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Regulatory Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Regulatory Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

The parties to this Regulatory Agreement acknowledge that each party and their respective counsel have participated in the drafting and revision of this Regulatory Agreement. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved

against the drafting party shall not apply in the interpretation of this Regulatory Agreement or any supplement or exhibit hereto.

Section 2. Representations, Covenants and Warranties of the Owner.

(a) The Owner hereby represents and warrants that the Project is located entirely within the City.

(b) The Owner acknowledges, represents and warrants that it understands the nature and structure of the transactions contemplated by this Regulatory Agreement; that it is familiar with the provisions of all of the documents and instruments relating to the Loan to which it is a party or of which it is a beneficiary; that it understands the financial and legal risks inherent in such transactions; and that it has not relied on the City for any guidance or expertise in analyzing the financial or other consequences of such financing transactions or otherwise relied on the City in any manner except to make the Loan to provide funds to assist the Owner in constructing and operating the Project.

Section 3. Qualified Residential Rental Project. The Owner hereby represents, covenants, warrants and agrees as follows:

(a) The Project will be operated for the purpose of providing multifamily residential rental property. The Owner will own, manage and operate the Project as a project to provide multifamily residential rental property comprised of a building or structure or several interrelated buildings or structures, together with any functionally related and subordinate facilities, and no other facilities.

(b) All of the dwelling units in the Project (except for not more than one unit set aside for a resident manager or other administrative use) will be similarly constructed units, and each dwelling unit in the Project will contain complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the dwelling units in the Project will at any time be utilized on a transient basis or rented for a period of less than 30 consecutive days, or will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or park; provided that the use of certain units for tenant guests on an intermittent basis shall not be considered transient use for purposes of this Regulatory Agreement.

(d) No part of the Project will at any time during the Term be owned by a cooperative housing corporation, nor shall the Owner take any steps in connection with a conversion to such ownership or use, and the Owner will not take any steps in connection with a conversion of the Project to condominium ownership during the Term (except that the Owner may obtain final map approval and the Final Subdivision Public Report from the California Department of Real Estate and may file a condominium plan with the City).

(e) All of the units in the Project (except for not more than one unit set aside for a resident manager or other administrative use) will be available for rental during the period beginning on the Effective Date and ending on the termination of the Term on a continuous, "first-come, first-served" basis to members of the general public, and the Owner will not give preference to any particular class or group in renting the dwelling units in the Project, except as permitted by applicable law and to the extent that dwelling units are required to be leased or rented in such a manner that they constitute Low Income Units.

(f) The Project consists of a parcel or parcels that are contiguous except for the interposition of a road, street or stream, and all of the facilities of the Project comprise a single geographically and functionally integrated project for residential rental property, as evidenced by the ownership, management, accounting and operation of the Project.

(g) No dwelling unit in the Project shall be occupied by the Owner; provided, however, that if the Project contains five or more dwelling units, this provision shall not be construed to prohibit occupancy of not more than one dwelling unit by a resident manager or maintenance personnel, any of whom may be the Owner.

Section 4. Low Income Tenants; Reporting Requirements. The Owner hereby represents, warrants and covenants as follows:

(a) During the Term, no fewer than forty percent (40%), completed units (excluding the manager unit) in the Project, which is 53 units for the Project, shall at all times be Low Income Units. For purposes of this paragraph (a), a Low Income Unit that has become vacant shall remain classified as a Low Income Unit until a new Low Income Tenant has occupied such unit. Once such vacant unit has been occupied, the Owner shall have a temporary period of not more than thirty-one (31) days to verify the income of such new Low Income Tenant pursuant to paragraph (c) hereof

(b) No tenant qualifying as a Low Income Tenant upon initial occupancy shall be denied continued occupancy of a unit in the Project because, after admission, the aggregate Gross Income of all tenants in the unit occupied by such Low Income Tenant increases to exceed the qualifying limit for a Low Income Unit. However, should the aggregate Gross Income of tenants in a Low Income Unit, as of the most recent determination thereof, exceed one hundred forty percent (140%) of the applicable income limit for a Low Income Unit occupied by the same number of tenants, the next available unit of comparable or smaller size (if any such unit is an Available Unit) must be rented to (or held vacant and available for immediate occupancy by) Low Income Tenant(s). The unit occupied by such tenants whose aggregate Gross Income exceeds such applicable income limit shall continue to be treated as a Low Income Unit for purposes of satisfying the minimum number of Low Income Units required under Section 4(a) hereof unless and until an Available Unit of comparable or smaller size is rented to persons other than such Low Income Tenants. Notwithstanding anything to the contrary in this Regulatory Agreement, in the event a unit of comparable or smaller size than the Low Income Unit occupied by an over-income tenant household is not occupied by a qualifying Low Income Tenant within one hundred eighty (180) days after the applicable tenant household has exceeded the qualifying income limit, the next available unit of any size must be rented to (or held vacant and available for immediate occupancy by) Low Income Tenant(s).

(c) For the Term, the Owner will obtain, complete and maintain on file Verifications of Income for each Low Income Tenant, including (i) a Verification of Income in the form attached hereto as Exhibit B dated immediately prior to the initial occupancy of such Low Income Tenant in the unit and a second Verification of Income dated one year after the Low Income Tenant's initial move in date, and (ii) thereafter, an annual Verification of Income in the form attached hereto as Exhibit B with respect to each Low Income Tenant. In lieu of obtaining an annual Verification of Income required by clause (ii) of the preceding sentence, the Owner may, with respect to any particular twelve-month period ending July 1 of each year, deliver to the Administrator no later than fifteen (15) days after such date, a certification that as of July 1, no residential unit in the Project was occupied within the preceding twelve (12) months by a new resident whose income exceeded the limit applicable to Low Income Tenants upon admission to the Project. The Administrator may at any time and in its sole and absolute discretion notify the Owner in writing that it will no longer accept certifications of the Owner made pursuant to the preceding sentence and that the Owner will thereafter be required to obtain the annual tenant certifications. The Owner will also provide such additional information as may be required in the future by the Code, the State or the City, as the same may be amended from time to time. Upon request of the Administrator or the City, copies of Verification of Income for Low Income Tenants commencing or continuing occupation of a Low Income Unit shall be submitted to the Administrator or the City, as requested.

(d) The Owner shall make a good faith effort to verify that the income information provided by an applicant in a Verification of Income is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain pay stubs for the three most recent pay periods, (2) obtain an income tax return for the most recent tax year, (3) obtain a credit report or conduct a similar type of credit search, (4) obtain an income verification from the applicant's current employer, (5) obtain an income verification from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies, or (6) if the applicant is unemployed and does not have an income tax return, obtain another form of independent verification reasonably acceptable to the City.

(e) The Owner will maintain complete and accurate records pertaining to the Low Income Units, and will permit any duly authorized representative of the City, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Owner pertaining to the Project, including those records pertaining to the occupancy of the Low Income Units. The Owner must retain records for a period of not less than five (5) years, or such other period as directed by the City, after termination of this Regulatory Agreement.

(f) The Owner will prepare and submit to the Administrator, on behalf of the City, annually, on or before February 1 of each year, or such other date as shall be specified by the City in writing, a Certificate of Continuing Program Compliance executed by the Owner in substantially the form attached hereto as Exhibit D. Upon the written request of the City, the Owner agrees to provide such information or reports as are necessary, in the reasonable opinion of the City, to enable the City to respond to reporting requirements imposed on the City by the Internal Revenue Service or other authorities having regulatory authority with respect to the Loan.

(g) For the Term, all tenant leases or rental agreements shall be subordinate to this Regulatory Agreement. All leases pertaining to Low Income Units shall contain clauses, among others, wherein each tenant who occupies a Low Income Unit: (i) certifies the accuracy of the statements made by such tenant in the Verification of Income; (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such tenant, that such tenant will comply promptly with all requests for information with respect thereto from the Owner, the City or the Administrator on behalf of the City, and that the failure to provide accurate information in the Verification of Income or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenancy of such tenant; (iii) acknowledges that the Owner and the City are relying on the statements made by such tenant in the Verification of Income and supporting information supplied by the Low Income Tenant in determining qualification for occupancy of a Low Income Unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease or rental agreement; and (iv) agrees that the tenant's income is subject to annual certification in accordance with Section 4(c) and that if upon any such certification the aggregate Gross Income of tenants in such unit exceeds the applicable income limit under Section 4(b), the unit occupied by such tenant may cease to qualify as a Low Income Unit and such unit's rent may be subject to increase.

(h) The Owner must include any lease provisions required by applicable law in tenant leases.

For purposes of this Section 4, no unit occupied by a residential manager shall be treated as a rental unit during the time of such occupation.

Section 5. Requirements of the Loan.

(a) The term of the Loan shall commence on the Effective Date and terminate, so long as Owner's performance under this Regulatory Agreement and the Note has been met, at the end of the Term. Owner must execute the Note in favor of the City evidencing Owner's obligation to repay the Loan. The term of the Loan shall expire on the Maturity Date (as defined in the Note) and all principal of and accrued interest on the Loan shall be due and payable to the City, subject to forgiveness upon completion of Owner's obligations under this Regulatory Agreement, as provided in the Note. Payment of the Loan on the Effective Date may be made to Owner or deposited with an escrow company reasonably satisfactory to the City.

To secure repayment of the Loan, Owner must execute and record a Deed of Trust in form and substance satisfactory to the City, in its sole discretion, in the real property records of the county in which the Project is located. Owner must (i) purchase a loan Title Policy for the City, including any endorsements the City may require in its reasonable discretion, subject only to those exceptions and encumbrances approved by the City in its reasonable discretion; (ii) pay all costs associated with closing on the Loan and in connection with this Regulatory Agreement, including any fees charged by outside counsel, and (iii) ensure the City's lien is only subordinate to the construction loan made by Senior Lender and to other indebtedness as set forth in Section 11 below.

The City may elect, in its reasonable discretion, to subordinate the Loan to a financial institution's lien for a loan or loans for acquisition, construction, or permanent financing for the Project. In the event the City agrees to such subordination, Owner must provide the City with a written subordination agreement in a form reasonably satisfactory to the City. The form of subordination agreement must, at a minimum, provide that (i) this Regulatory Agreement must not be subordinated and must be superior to all monetary liens; (ii) this Regulatory Agreement must remain in effect without regard to the repayment of any loan and must not terminate on foreclosure, deed-in-lieu, or any other transfer of all or any portion of the Project; and (iii) the City's rights to enforce the affordability requirements of this Regulatory Agreement must include a right to pursue specific performance.

(b) Each of the following is required as a condition precedent to funding of all or any portion of the Loan. Any material change in any aspect of the Project from Owner's submissions to the City for the Project may result in the City determining, in its sole discretion, whether or not to reduce or not make the Loan.

(1) Owner must have received the written approval of Administrator as to the proforma Loan Policy insuring the Loan, including endorsements, in the form required by City, at Owner's sole expense;

(2) The City must have received copies of the following from Owner:

i. a current survey of the Project, which Owner must update, at Owner's expense, promptly upon completion of the Project with an as-built survey reasonably acceptable to the City;
ii. any environmental testing and studies commissioned by or on behalf of Owner; and
iii. the budget for the Project and sources of all financing.

(3) If all or any portion of the Loan will be used to acquire the Project, Owner must have provided, at Owner's expense, an appraisal of the fair market value of the Project satisfactory to the City.

(4) Owner has obtained, as applicable for the current phase of the Project, all permits and approvals necessary for ownership, construction, or operation of the Project as of Closing, and Owner must obtain any additional permits and approvals for the Project in accordance with applicable law.

(5) The City must have received from Owner all other instruments, evidence, certificates, and affidavits as the City may reasonably require to close on the Loan.

(c) In addition to the other requirements set forth herein, the Owner hereby agrees that it shall comply with each of the following requirements:

(1) The units made available to meet this requirement shall be of comparable quality and offer a range of sizes and numbers of bedrooms comparable to the units that are available to other tenants in the Project.

(2) The monthly Rental Payments for the Low Income Units paid by the tenants thereof (excluding any supplemental rental assistance from the State, the federal government or any other public agency to those tenants or on behalf of those units) shall not exceed maximum rent levels for eighty percent (80%) income level tenants as determined by the California Tax Credit Allocation Committee.

(3) The Owner shall accept as tenants, on the same basis as all other prospective tenants, low-income persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing program under Section 8 of the Housing Act. The Owner shall not permit any selection criteria to be applied to Section 8 certificate or voucher holders that is more burdensome than the criteria applied to all other prospective tenants.

(4) The units reserved for occupancy as required by Section 4(a) shall remain available on a priority basis for occupancy at all times on and after the Effective Date and continuing through the Term.

(5) During the three (3) years prior to the expiration of the Term, the Owner shall continue to make available to eligible households Low Income Units that have been vacated to the same extent that nonreserved units are made available to noneligible households.

(6) Following the expiration or termination of the Term, except in the event of foreclosure, deed in lieu of foreclosure, eminent domain, or action of a federal agency preventing enforcement, units reserved for occupancy as required by subsection (a) of this Section shall remain available to any eligible tenant occupying a reserved unit at the date of such expiration or termination, at the rent determined by subsection (b) of this Section, until the earliest of (1) the household's income exceeds 140% of the maximum eligible income specified above, (2) the household voluntarily moves or is evicted for good cause (as defined in the Housing Law), (3) 30 years after the date of the commencement of the Term, or (4) the Owner pays the relocation assistance and benefits to households as provided in Section 7264(b) of the California Government Code.

(7) Except as set forth in Sections 11 and Section 12 hereof, the covenants and conditions of this Regulatory Agreement shall be binding upon successors in interest of the Owner.

(8) This Regulatory Agreement shall be recorded in the office of the County recorder, and shall be recorded in the grantor-grantee index under the name of the Owner as grantor and under the name of the City as grantee.

Section 6. Requirements of the City. In addition to other requirements set forth herein and to the extent not prohibited by the requirements set forth in Sections 4 and 5 hereof, the Owner hereby agrees to comply with each of the requirements of the City set forth in this Section 6, as follows:

(a) For the duration of the Term, the Owner will pay to the City all of the amounts required to be paid by the Owner under this Regulatory Agreement and will indemnify the City as provided in Section 8 hereof

(b) All tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Owner and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City upon reasonable advance notice to the Owner.

(c) The Owner acknowledges that the City may appoint an Administrator to administer this Regulatory Agreement and to monitor performance by the Owner of the terms, provisions and requirements hereof. The Owner shall comply with any reasonable request made by the Administrator or the City to deliver to the Administrator, in addition to or instead of the City, any reports, notices or other documents required to be delivered pursuant hereto, and to make the Project and the books and records with respect thereto available for inspection, during normal business hours or upon reasonable prior notice, by the Administrator as an agent of the City. The fees and expenses of the Administrator shall be paid by the City.

(d) For purposes of Section 5(C)(2), the base rents shall be adjusted for household size, to the extent permitted by law. For all purposes under this Agreement in determining adjustments for household size, the household size of any studio unit shall be deemed to be 1 person and the household size of any other unit shall be deemed to be 1.5 multiplied by the number of bedrooms in such unit.

(e) The Owner represents and warrants, and agrees that at all times the Project shall be managed by a property manager that has at least three (3) years' experience in the ownership, operation and management of similar size rental housing projects, and at least one (1) years' experience in the ownership, operation and management of rental housing projects containing income or rent restricted units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects.

(f) The Owner acknowledges that the City has made no representation, express or implied, to the Owner or any person associated with the Owner regarding whether or not laborers employed relative to the construction and installation of the Project or any improvements on the Land, if any, must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720, et seq. The Owner agrees with the City that the Owner shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction of capital improvements on the Land or for the Project must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720, et seq.

If Civil Code sections 9550 et seq. require contractors to procure a payment bond for the Project or any improvements on the Land, then the Owner shall ensure that its contractors deliver the required bond.

The Owner, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to any of them pursuant to California Labor Code Sections 1726 and 1781. The Owner acknowledges and hereby knowingly and intentionally waives the protections of California Civil Code Section 1542 relative to the waiver and release contained in this section, which reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The Owner shall defend with counsel reasonably acceptable to the City, indemnify, release, and hold harmless the City and its elected officials, officers, managers, employees, agents, representatives, and contractors of any tier from and against any and all liability, costs, claims, damages, fines, penalties and expense, including costs of litigation and attorneys' fees, arising out of or in any way connected with the Owner's construction of the facilities and improvements described in the Agreement, and the Owner shall indemnify, defend with counsel reasonably acceptable to the City, release, and hold harmless the City against any claims pursuant to California Labor Code Section 1781 arising from this Regulatory Agreement or the construction or installation of any improvements on the Land or for the Project, in accordance with the terms of this subsection (f).

Any of the foregoing requirements (a) through (e) of the City contained in this Section 6 may be expressly waived by the City.

Section 7. Modification of Covenants. The Owner and the City hereby agree as follows:

(a) To the extent any amendments to the Housing Law, the Regulations or the Code shall, in the written opinion of Transaction Counsel filed with the City and the Owner, retroactively impose requirements upon the ownership or operation of the Project more restrictive than those imposed by this Regulatory Agreement, and if such requirements are applicable to the Project, this Regulatory Agreement shall be deemed to be automatically amended to impose such additional or more restrictive requirements.

(b) To the extent that the Housing Law, or any other law applicable to the Project shall, in the written opinion of Transaction Counsel filed with the City and the Owner, impose requirements upon the ownership or operation of the Project less restrictive than imposed by this Regulatory Agreement, this Regulatory Agreement may be amended or modified to provide such less restrictive requirements but only by written amendment signed by the City, at its sole discretion, and the Owner.

(c) The Owner and the City shall execute, deliver and, if applicable, file of record any and all documents and instruments necessary to effectuate the intent of this Section 7.

Section 8. Indemnification; Other Payments. To the fullest extent permitted by law, the Owner agrees to indemnify, hold harmless and defend the City, and each of its past, present and future officers, members, directors, officials, employees, attorneys, and agents (collectively, the "Indemnified Parties"), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under or any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

i. this Regulatory Agreement or the Promissory Note and all documents related thereto, or the authorization, execution, amendment, performance or implementation hereof or thereof or in connection with transactions contemplated hereby or thereby;

ii. any act or omission of the Owner or any of its agents, contractors, servants, employees, tenants or licensees in connection with the Loan or the Project, the operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation and construction of, the Project or any part thereof;

iii. any lien or charge upon payments by the Owner to the City hereunder or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the City in respect of any portion of the Project;

iv. any violation of any environmental regulations with respect to, or the release of any hazardous substances from, the Project or any part thereof; or

v. any exemption from any tax, including, for avoidance of doubt, any welfare tax exemption, assessment, charge, fee or imposition with respect to the Project or the Loan, or any application therefor.

except in the case of the foregoing indemnification of the City or any of its officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Owner, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Owner shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Owner if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel. In addition to the foregoing, the

Owner shall pay upon demand all of the fees and expenses paid or incurred by the City in enforcing the provisions hereof.

The provisions of this Section shall survive the Term.

Section 9. Consideration. The City has agreed to make the Loan to the Owner to finance the construction and operation of the Project, all for the purpose, among others, of inducing the Owner to construct and operate the Project in the manner described herein. In consideration of the Loan by the City, the Owner has entered into this Regulatory Agreement and has agreed to restrict the uses to which this Project can be put on the terms and conditions set forth herein.

Section 10. Reliance. The City and the Owner hereby recognize and agree that the representations and covenants set forth herein may be relied upon by all persons, including but not limited to the Administrator. In performing their duties and obligations hereunder, the City and the Administrator may rely upon statements and certificates of the Low Income Tenants, and upon audits of the books and records of the Owner pertaining to the Project. In addition, the City may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the City hereunder in good faith and in conformity with such opinion.

Section 11. Transfer of the Project. For the Term, the Owner shall not Transfer the Project, in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed for any Transfer if the following conditions are satisfied: (A) the receipt by the City of evidence acceptable to the City that (1) the Owner shall not be in default hereunder, or the transferee undertakes to cure any defaults of the Owner to the reasonable satisfaction of the City; (2) the continued operation of the Project shall comply with the provisions of this Regulatory Agreement; (3) either (a) the transferee or its Manager has at least three (3) years' experience in the ownership, operation and management of similar size rental housing projects, and at least one (1) years' experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects, or (b) the transferee agrees to retain a Manager with the experience and record described in subclause (a) above, or (c) the transferring Owner or its management company will continue to manage the Project, or another management company reasonably acceptable to the City will manage, for at least one (1) year following such Transfer and, if applicable, during such period the transferring Owner or its management company will provide training to the transferee and its manager in the responsibilities relating to the Low Income Units; and (4) the person or entity that is to acquire the Project does not have pending against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and regulatory agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; (B) the execution by the transferee of any document reasonably requested by the City with respect to the assumption of the Owner's obligations under this Regulatory Agreement, including without limitation an instrument of assumption hereof and thereof, and delivery to the City of an opinion of such transferee's counsel to the effect that each such document and this Regulatory Agreement are valid, binding and enforceable obligations of such transferee, subject to bankruptcy and other standard limitations affecting creditor's rights; and (C) receipt by the City of all fees and/or

expenses then currently due and payable to the City by the Owner. Owner must notify, or cause the transferee to notify, the City of such transfer within thirty (30) days of the effective date of such transfer. Notwithstanding anything in this Section 11 to the contrary, no consent shall be required for the Project to obtain any construction or permanent debt financing, or any refinancing.

It is hereby expressly stipulated and agreed that any Transfer of the Project in violation of this Section 11 shall be null, void and without effect, shall cause a reversion of title to the Owner, and shall be ineffective to relieve the Owner of its obligations under this Regulatory Agreement. The written consent of the City to any Transfer of the Project shall constitute conclusive evidence that the Transfer is not in violation of this Section 11. Nothing in this Section shall affect any provision of any other document or instrument between the Owner and any other party that requires the Owner to satisfy certain conditions or obtain the prior written consent of such other party to Transfer the Project. Upon any Transfer that complies with this Regulatory Agreement, the Owner shall be fully released from its obligations hereunder to the extent such obligations have been fully assumed in writing by the transferee of the Project in accordance with this section.

For the Term, the Owner shall not without the consent of the City: (1) encumber all or any part of the Project (except as provided below in this paragraph), grant commercial leases of any part of the Project, or permit the conveyance or transfer of any part of the Project, except for any permitted Transfer(s) in accordance with the terms of this Regulatory Agreement; (2) demolish any part of the Project or substantially subtract from any real or personal property of the Project, except to the extent that what is demolished or removed is in the ordinary course of business and replaced with comparable property; or (3) permit the use of the dwelling accommodations of the Project for any purpose except rental residences. Notwithstanding anything to the contrary contained in this Regulatory Agreement, (i) mortgages, deeds of trust or related financing documents in connection with construction or permanent financing of the Project are permitted under this Section 11 and (ii) the Owner may enter into normal course easements (including, without limitation, public and private utility easements), marketing agreements, laundry leases/licenses, video, data and telecommunications facilities and services agreements, solar and battery power production/lease/similar arrangements, community social and tenant services leases or similar arrangements which may be entered into in connection with the construction and operation of the Project.

Section 12. Term. This Regulatory Agreement and all and several of the terms hereof shall become effective upon the Effective Date and shall remain in full force and effect for the period provided herein and shall terminate as to any provision not otherwise provided with a specific termination date and shall terminate in its entirety at the end of the Term.

The terms of this Regulatory Agreement to the contrary notwithstanding, the requirements of this Regulatory Agreement shall terminate and be of no further force and effect in the event of a circumstance outside the control of Owner that would cause permanent involuntary noncompliance with the provisions of this Regulatory Agreement, such as foreclosure or similar event such as transfer of title by deed in lieu of foreclosure, condemnation, change in law, or other circumstance outside the control of Owner that would cause permanent involuntary noncompliance with the provisions of this Regulatory Agreement. Sections 4, 5, and 6 of this Agreement shall be suspended, but all other provisions of this Agreement shall remain in effect, during the pendency of a circumstance outside the control of Owner that would cause temporary involuntary

noncompliance with the provisions of this Regulatory Agreement, such as fire or other casualty, change in law, action of a federal or state agency, or other circumstance causing temporary involuntary noncompliance with the provisions of the aforesaid Sections. Notwithstanding any other provision of this Regulatory Agreement, this Regulatory Agreement may be terminated upon mutual agreement of the City and the Owner but neither such party shall have any obligation so to agree. Upon the termination of the terms of this Regulatory Agreement, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

Section 13. Covenants to Run With the Land. Notwithstanding Section 1461 of the California Civil Code, the Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The City and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Project; provided, however, that on the expiration of the Term of this Regulatory Agreement said covenants, reservations and restrictions shall expire automatically without any further action on the part of either the Owner or the City. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

Section 14. Burden and Benefit. The City and the Owner hereby declare their understanding and intent that the burdens of the covenants set forth herein touch and concern the land in that the Owner's legal interest in the Project is rendered less valuable thereby. The City and the Owner hereby further declare their understanding and intent that the benefits of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Low Income Tenants, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which the Loan was made.

Section 15. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use of the site on which the Project is located.

Section 16. Default Enforcement. If the Owner defaults in the performance or observance of any covenant, agreement or obligation of the Owner set forth in this Regulatory Agreement, and if such default remains uncured for a period of 60 days after notice thereof shall have been given by the City to the Owner with a courtesy copy to any lender to Owner of which Owner provides notice to the City ("Lender"), or for a period of 60 days from the date the Owner should, with reasonable diligence, have discovered such default, then the City shall declare an "Event of Default" to have occurred hereunder; provided, however, that if the default is of such a nature that it cannot be corrected within 60 days, such default shall not constitute an Event of Default hereunder so long as the Owner institutes corrective action within said 60 days and diligently pursues such action until the default is corrected.

Following the declaration of an Event of Default hereunder and during the continuation thereof, the City may take any one or more of the following steps, in addition to all other remedies provided by law or equity:

i. by mandamus or other suit, action or proceeding at law or in equity, including, without limitation, injunctive relief, require the Owner to perform its obligations and covenants hereunder or enjoin any acts or things that may be unlawful or in violation of the rights of the City hereunder;

ii. have access to and inspect, examine and make copies of all of the books and records of the Owner pertaining to the Project;

iii. take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of the Owner hereunder; and

iv. order and direct the Owner in writing to terminate the Manager and to select a replacement Manager meeting the requirements hereof within 60 days of such written direction, and to notify the City in writing of the identity of the replacement Manager and that certify that such replacement Manager satisfies the requirements hereof; provided, however, that in the event there is construction or permanent debt financing encumbering the Project, the City's order and direction to terminate the Manager, per this Section 16.iv., shall be subject to the reasonable consent and approval of such lender per the terms of the relevant and applicable loan documents for such construction or permanent debt financing.

The Owner hereby agrees that specific enforcement of the Owner's agreements contained herein is the only means by which the City may fully obtain the benefits of this Regulatory Agreement made by the Owner herein, and the Owner therefore agrees to the imposition of the remedy of specific performance against it in the case of any Event of Default by the Owner hereunder.

To the fullest extent hereunder, cure of any Event of Default made or tendered by any member or partner of the Owner or Lender shall be deemed to be a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

All reasonable fees, costs and expenses (including reasonable attorneys' fees) of the City incurred in taking any action pursuant to this Section shall be the sole responsibility of the Owner.

Section 17. [RESERVED].

Section 18. Recording and Filing. (a) The Owner shall cause this Regulatory Agreement and all amendments and supplements hereto and thereto, to be recorded and filed in the real property records of the City, and in such other places as the City may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

(b) The Owner and the City will file of record such other documents and take such other steps as are reasonably necessary, in the opinion of Transaction Counsel, in order to

ensure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the Project.

(c) The Owner hereby covenants to include or reference the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Project to another person to the end that such transferee has notice of, and is bound by, such restrictions, and to obtain the agreement from any transferee to abide by all requirements and restrictions of this Regulatory Agreement.

Payment of Fees. Throughout the Term, the Owner shall continue to pay to the City its Annual Fee described in the second succeeding sentence below and upon the occurrence of an Event of Default hereunder, reasonable compensation for any services rendered by City hereunder and reimbursement for all expenses reasonably incurred by the City in connection therewith. The City Annual Fee shall be paid by the Owner, in advance on the first day of May of each year, commencing with the first such date following the Effective Date. The fee of the City described herein shall in no way limit amounts payable by the Owner under Section 8 hereof, or otherwise arising in connection with the City's enforcement of the provisions of this Regulatory Agreement or described below, but the City does agree to compensate any third-party administrator appointed by it from the City Annual Fee for the ordinary duties of the Administrator hereunder.Throughout the Term, the Owner shall continue to pay to the City all fees and expenses to be paid by the Owner to the City pursuant to the provisions hereof and pursuant to provisions of the Promissory Note, including the following "Additional Payments," as follows:

(i) All taxes and assessments of any type or character charged to the City in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments); provided, however, that the Owner shall have the right to protest any such taxes or assessments and to require the City, at the Owner's expense, to protest and contest any such taxes or assessments levied upon it and that the Owner shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the City;

(ii) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the City to prepare audits, financial statements, reports, opinions or provide such other services required under this Regulatory Agreement or the Loan;

(iii) The reasonable fees and expenses of the City or any agent or attorney selected by the City to act on its behalf in connection with this Regulatory Agreement, including, without limitation, in connection with any litigation, investigation or other proceeding which may at any time be instituted involving this Regulatory Agreement or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Owner, its properties, assets or operations or otherwise in connection with the administration of this Regulatory Agreement; and

Such Additional Payments shall be billed to the Owner by the City from time to time, together with a statement certifying that the amount billed has been incurred or paid by the City

for one or more of the above items. After such a demand, amounts so billed shall be paid by the Owner within thirty (30) days after the date of invoice.

In addition, the Owner shall pay to the party entitled thereto as expressly set forth in this Regulatory Agreement:

(d) all expenses incurred by the City arising out of or in connection with the enforcement of any rights under this Regulatory Agreement or any other document; and

(e) all other payments of whatever nature that the Owner has agreed to pay or assume under the provisions of this Regulatory Agreement and any other document.

Section 19. Choice of Law and Venue. This Regulatory Agreement is a contract made under the laws of the State of California and shall be governed by and construed in accordance with the Constitution and laws applicable to contracts made and performed in the State of California. This Regulatory Agreement shall be enforceable in the State of California, and any action arising out of this Regulatory Agreement or the Loan shall be filed and maintained in Ventura County, California, unless the City waives this requirement.

Section 20. Amendments; Waivers. (a) Except as provided in Sections 7(a) and 12 hereof, this Regulatory Agreement may be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the City, and only upon receipt by the City of an opinion from Transaction Counsel that such amendment is not contrary to the provisions of the Housing Law.

(a) Reserved.

(b) Any waiver of, or consent to, any condition under this Regulatory Agreement must be expressly made in writing.

Section 21. Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, overnight delivery, certified or registered mail, postage prepaid, return receipt requested, or by telecopy, in each case at the respective addresses specified in this Section, or at such other addresses as may be specified in writing by the parties hereto. Unless otherwise specified by the Administrator, the address of the Administrator is:

City:	City of Santa Paula 970 Ventura Street Santa Paula, California 93060 Attention: City Clerk
With a copy to:	Best Best & Krieger LLP 300 South Grand Ave., 25th Floor Los Angeles, California 90071 Attention: Seth Merewitz Telephone: (415) 757-8639

Owner:	ALMA SANTA PAULA, L.P. 2082 Michelson Dr, #400 Irvine CA 92612 Attention: Ron Wu Telephone: (415) 249-6194
With a copy to:	Affordable Housing Access, Inc. 3920 Birch Street, Suite 103 Newport Beach CA 92660 Attn: President and CFO

The City, the Administrator and the Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notice shall be deemed given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission; provided that any telecopy or other electronic transmission received by any party after 4:00 p.m., local time of the receiving party, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day.

A copy of each notice sent by or to the Owner shall also be sent to the Manager at the address of the Manager provided by the Owner to the Administrator; but such copies shall not constitute notice to the Owner, nor shall any failure to send such copies constitute a breach of this Regulatory Agreement or a failure of or defect in notice to the Owner.

The Owner shall notify the City and the Administrator in writing of any change to the name of the Project or any change of name or address for the Owner or the Manager.

Section 22. Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 23. Multiple Counterparts. This Regulatory Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 24. Limitation on Liability. Notwithstanding the foregoing or any other provision or obligation to the contrary contained in this Regulatory Agreement (provided that the Owner's obligations under Section 8 of this Regulatory Agreement are not subject to the provisions and limitations of this Section 25) (i) the liability of the Owner under this Regulatory Agreement to any person or entity, including, but not limited to, the City and their successors and assigns, is limited to the Owner's interest in the Project, or any rights of the Owner under any guarantees relating to the Project, and such persons and entities shall look exclusively thereto, or to such other security as may from time to time be given for the payment of obligations arising out of this Regulatory Agreement or any other agreement securing the obligations of the Owner under this Regulatory Agreement; and (ii) from and after the date of this Regulatory Agreement, no deficiency or other personal judgment shall be rendered against the Owner, the assets of the Owner

(other than the Owner's interest in the Project, this Regulatory Agreement or any rights of the Owner under any guarantees relating to the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, members, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Regulatory Agreement or any agreement securing the obligations of the Owner under this Regulatory Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding.

Section 25. Waiver of Personal Liability. No director, member, officer, agent or employee of the City or any director, officer, agent or employee of the Owner shall be individually or personally liable for the payment of any sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Regulatory Agreement, but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or any such documents.

Section 26. Expenses. The Owner shall pay and indemnify the City against all fees, costs and charges, including reasonable fees and expenses of attorneys, accountants, consultants and other experts, incurred in good faith and arising out of or in connection with this Regulatory Agreement. These obligations and those in Section 8 shall remain valid and in effect for the entire Term.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Owner have executed this Regulatory Agreement by duly authorized representatives, all as of the date first above written.

CITY OF SANTA PAULA

By: _____
Name: _____
Title: _____

[Signature Page to Regulatory Agreement]

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

On _____, 2026, 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(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. (Seal)

_____
Signature
My Commission expires: _____
Seal)

OWNER:

ALMA SANTA PAULA, L.P.,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

[Signature Page to Regulatory Agreement]

ACKNOWLEDGEMENT

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 ORANGE)

On _____, 2026, 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(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. (Seal)

_____
Signature
My Commission expires: _____

ACKNOWLEDGEMENT

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 ORANGE)

On _____, 2026, before me, _____, Notary Public, personally appeared Vasilios Salamandrakis, as President of Affordable Housing Access, Inc., a California nonprofit public benefit corporation, [_____], on behalf of such company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. (Seal)

_____
Signature
My Commission expires: _____

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

For APN/Parcel ID(s): 107-0-042-015

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:
PARCEL 2 OF PARCEL MAP NO. 6070, IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA, FILED IN BOOK 74, PAGES 5 THROUGH 8 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, APRIL 19, 2024.

EXCEPT ONE-HALF OF ALL OIL AND MINERAL RIGHTS AS RESERVED BY EVELENA NOWAK IN DEED RECORDED SEPTEMBER 11, 1964 IN BOOK 2623, PAGE 531 OF OFFICIAL RECORDS.

PARCEL B:

A NONEXCLUSIVE EASEMENT FOR VEHICULAR INGRESS AND EGRESS TO AND FROM TELEGRAPH ROAD PURSUANT TO THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT DATED FEBRUARY 28, 2025 AND RECORDED ON MARCH 3, 2025 AS INSTRUMENT NO. 2025000014141, OF OFFICIAL RECORDS.

PORTION OF APN: 107-0-042-015

EXHIBIT B

FORM OF VERIFICATION OF INCOME

[To Be Attached]

EXHIBIT C

FORM OF CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

[SANTA PAULA]

Project Name:	
Property Address:	
Project Completion Date (if completed, otherwise mark NA):	

Witnesseth that on this _____ day of _____, 20__, the undersigned, having borrowed certain funds from the [CITY OF SANTA PAULA (the "City")] for the purpose of financing a multifamily rental housing development (the "Project"), does hereby certify that:

A. There have been no changes to the ownership entity, principals or property management of the Project since the Loan was issued, or since the last certification was provided (as applicable), except as described below:

(If so please attach a request to revise the resolution noting all pertinent information regarding the change, otherwise state "NONE")

If Project has not yet been placed in service, mark N/A for the balance of the items below:

B. During the preceding twelve-months (i) such Project was continually in compliance with the Regulatory Agreement executed in connection with such Loan from the City and (ii) _____% of the units in the Project were occupied by Low Income Tenants (minimum of 53 units).

C. Set forth below is certain information regarding occupancy of the Project as of the date hereof.

1. Total Units: _____

2. Total Units Occupied: _____

3. Total Units Held Vacant and Available for Rent to Low Income Tenants _____

4. Total Low Income Units Occupied: _____

5. % of Low Income Units to Total Units _____

(*equals the Total of Lines 3 and 4, divided by the lesser of Line 1 or Line 2*)

D. The units occupied by Low Income Tenants are of similar size and quality to other units and are dispersed throughout the Project.

E Select appropriate certification: [No unremedied default has occurred under this Regulatory Agreement.] [A default has occurred under this Regulatory Agreement. The nature of the default and the measures being taken to remedy such default are as follows: .]

F. There has been no change of use for the project, except as follows: (please describe if any, or otherwise indicate "NONE")

L The representations set forth herein are true and correct to the best of the undersigned's knowledge and belief, and the undersigned acknowledges and agrees that the City will be relying solely on the foregoing certifications and accompanying documentation, if any, and agrees to provide to the City such documentation or evidence, in support of the foregoing certifications, as the City may request.

Date:_____ _____

(Owner)

ATTACHMENT C

PROMISSORY NOTE

PROMISSORY NOTE

$53,000.00 [_____], 2026

1. DEFINITIONS.

The following terms will be used as defined terms in this Promissory Note (as it may be amended, modified, extended and renewed from time to time, this "Note"):

Lender/Payee:	CITY OF SANTA PAULA, a California municipal corporation, or the holder of this Note.
Borrower:	ALMA SANTA PAULA, L.P., a Delaware limited partnership.
Principal Amount:	FIFTY-THREE THOUSAND and No/100 Dollars ($53,000.00).
Interest Rate:	Zero percent (0%) per annum.
Default Interest Rate:	Ten percent (10.00%) per annum or the highest rate then allowed by law, whichever is lower.
Maturity Date:	Fifty-five years after the date of this Note, unless the Maturity Date is accelerated as otherwise provided in this Note.
Business Day:	Any day of the year other than Saturdays, Sundays, and legal holidays.
Deed of Trust:	That certain Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement) of even date herewith executed by Borrower, as "Trustor", for the benefit of Lender, as "Beneficiary."
Loan Documents:	The Regulatory Agreement, this Note, the Deed of Trust, and all other documents securing the repayment of this Note, guaranties, indemnity agreements and instruments executed by the Borrower and/or guarantor and/or indemnitor.
Loan:	The loan from Lender to Borrower in the Principal Amount and evidenced by this Note and/or the Loan Documents.
Regulatory Agreement:	That certain Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith between Borrower and Lender.
Advance:	Any disbursement of Loan proceeds by Lender made pursuant to any of the Loan Documents.

2. PROMISE TO PAY.

For value received, Borrower promises to pay to the order of Lender, at 970 Ventura Street, Santa Paula, California 93060 or at such other place as the Lender hereof may from time to time designate in writing, the Principal Amount or the aggregate unpaid principal amount of all Advances made by Lender to the undersigned from time to time and remaining outstanding on the Maturity Date, whichever is less, together with interest thereon, and all other sums due under and secured by the Deed of Trust or by any other Loan Documents.

3. INTEREST; PAYMENTS.

(a) One (1) final "balloon" payment of all unpaid principal, interest, and all other amounts payable by Borrower pursuant to this Note or pursuant to the terms of any other Loan Documents shall be due and payable on the

Maturity Date. If any payment of principal and interest to be made by Borrower hereunder shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day.

(b) So long as no Event of Default under this Note or under any of the Loan Documents has occurred and is continuing beyond applicable notice and cure periods, and Borrower has fully complied with the Loan Documents, including particularly the affordability requirements of the Regulatory Agreement, any unpaid principal and accrued interest, if any, shall be forgiven and deemed paid by the Lender, upon the Maturity Date.

(c) Absent a continuing Event of Default hereunder or under any of the Loan Documents, each Advance made hereunder shall bear interest on the unpaid principal amount at the Interest Rate, from the date on which the Advance is funded until repaid. Throughout the term of this Note, interest shall be calculated on a 360-day year with respect to the unpaid balance of the Principal Amount and, in all cases, shall be computed for the actual number of days in the period for which interest is charged, which period shall consist of 365-days on an annual basis.

(d) All payments of principal and interest due hereunder shall be made (i) without deduction of any present and future taxes, levies, imposts, deductions, charges or withholdings, which amounts shall be paid by Borrower, and (ii) without any other set off, claim or defense of any kind or nature. Borrower will pay the amounts necessary such that the gross amount of the principal and interest received by the holder hereof is not less than that required by this Note and/or the Loan Documents. Notwithstanding the foregoing, Borrower shall not be required to pay franchise taxes and taxes imposed on or measured by Lender's net income or gross receipts or other taxes imposed in lieu of such taxes.

4. PREPAYMENT.

(a) Borrower may prepay the Loan, in whole or in part, at any time and from time to time.

(b) In no event shall Borrower be entitled to re-borrow any amounts prepaid.

5. LAWFUL MONEY.

Principal and interest are payable in lawful money of the United States of America.

6. APPLICATION OF PAYMENTS/LATE CHARGE.

(a) Unless otherwise agreed to, in writing, or otherwise required by applicable law, payments will be applied first to accrued, unpaid interest, then to any unpaid collection costs, late charges and other charges, and any remaining amount to principal, provided, however, during the continuance of an Event of Default, as defined herein or in any other Loan Document, Lender reserves the right to apply payments among principal, interest, late charges, collection costs and other charges in such order of priority as Lender shall from time to time determine in its sole discretion. All prepayments shall be applied to the indebtedness owing hereunder in such order and manner as Lender may from time to time determine in its sole discretion.

(b) If any payment of principal and/or interest, if any, is not received by the holder hereof within five (5) business days of when such payment is due, then in addition to the remedies conferred upon the holder hereof pursuant to the provisions of this Note and/or the Loan Documents, a late charge of ten percent (10%) of the amount of the payment due will be due and owing by the Borrower and will be added to the delinquent amount to compensate the holder hereof for the costs, expenses, and damages of the holder related to the delinquency of the Borrower in making such payment, regardless of any notice and/or cure periods (if any). Acceptance of any late charge will not constitute a waiver of default with respect to the overdue payment and will not prevent or delay Lender from exercising any of its rights or remedies available under this Note and/or the Loan Documents.

(c) Upon the occurrence, and during the continuance, of an Event of Default, including the failure to pay upon final maturity, Lender, may at its option and in its sole discretion: (i) increase the applicable Interest Rate on this Note to the Default Interest Rate and/or (ii) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the Default Interest Rate. The undersigned acknowledges that, during the time that any amount is in default, Lender will incur losses that are impracticable, costly, and inconvenient to ascertain. Those

losses include, without limitation, the ability to invest amounts then due at the current rate of return and the unavailability of liquid funds. The undersigned agrees that the interest payable hereunder represents a reasonable sum considering all of the circumstances existing on the date of the execution of this Note and represents a reasonable estimate of the losses Lender will incur by reason of late payment. The undersigned further agrees that proof of actual losses would be costly, inconvenient, impracticable, and extremely difficult to fix. Acceptance of the interest will not constitute a waiver of the default with respect to the overdue installment and will not prevent Lender from exercising any of the other rights and remedies available under this Note and/or the Loan Documents and/or under the law or in equity. Notwithstanding anything contained herein, the interest rate will not exceed the maximum rate permitted by applicable law.

7. SECURITY.

This Note is secured, among other security, by security instruments covering real property and personal property of the undersigned located in the State of California, including, without limitation, the Deed of Trust, which Deed of Trust creates a lien on that certain real and personal property described therein.

8. ACCELERATION BY REASON OF TRANSFER.

Borrower acknowledges and agrees this Note is subject to certain limitation on Borrower's right to transfer the Trust Estate (as defined in the Deed of Trust) as further described in Section 1.08 of the Deed of Trust, subject, in each such case, to the terms of the Regulatory Agreement.

9. EVENT OF DEFAULT.

The occurrence of any of the following shall be deemed to be an event of default ("Event of Default") hereunder:

(a) default in the payment of principal and/or interest, and/or any other sum advanced by Lender pursuant to the terms and provisions of this Note and/or the Loan Documents;

(b) the failure to perform any of the other terms, provisions, and obligations of the Borrower and/or any guarantor and/or any indemnitor pursuant to the Loan Documents within the applicable notice and cure period specified or, if none is specified, thirty (30) days from the receipt of written notice from the Lender (the "30 Day Notice") that such performance was due; provided, however that if such failure is not reasonably susceptible to cure within said thirty (30) days from receipt of the 30 Day Notice and provided that (i) Borrower shall have in good faith undertaken such cure within said thirty (30) day period and (ii) Borrower shall have diligently prosecuted such cure thereafter, Borrower shall have additional time to prosecute such cure, such additional time not to exceed ninety (90) days from receipt by Borrower of the 30 Day Notice; and/or

(c) if any event occurs that is an Event of Default under any of the Loan Documents, subject to the applicable notice and cure period.

10. REMEDIES.

Upon the occurrence, and during the continuance, of an Event of Default, at the sole election and option of the holder hereof, the entire balance of principal together with all accrued interest thereon, if any, and all other amounts payable by Borrower under the Loan Documents shall, without demand or notice, immediately become due and payable. Upon the occurrence of an Event of Default (and so long as such Event of Default shall continue), the entire balance of principal hereof, together with all accrued interest thereon, all other amounts due under the Loan Documents, and any judgment for such principal, interest, and other amounts due under the Loan Documents shall bear interest at the Default Interest Rate, subject to the limitations contained in Section 15 hereof. No delay or omission on the part of the holder hereof in exercising any right or remedy under this Note and/or under any of the other Loan Documents and/or under the law or in equity hereof shall operate as a waiver of such right.

11. WAIVER.

Borrower hereby waives diligence, demand for payment, presentment for payment, protest, notice of nonpayment, notice of protest, notice of intent to accelerate, notice of acceleration, notice of dishonor, and all other notices or demands of any kind (except notices specifically provided for in the Loan Documents, if any). Borrower waives to the full extent permitted by law, the right to plead any and all statutes of limitations and/or any defenses relating to marshaling of assets as a defense.

12. CHANGE, DISCHARGE, TERMINATION, OR WAIVER.

No provision of this Note may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of the holder hereof to exercise and no delay by the holder hereof in exercising any right or remedy under this Note and/or the Loan Documents and/or under the law or in equity shall operate as a waiver thereof.

13. ATTORNEY'S FEES.

Borrower agrees to pay all costs including, without limitation, attorney fees, incurred by the holder of this Note in enforcing payment, whether or not suit is filed, including, without limitation, all costs, attorney fees, and expenses incurred by the holder of this Note in connection with any bankruptcy, reorganization, arrangement, or other similar proceedings involving Borrower that in any way affects the exercise by the holder of this Note of its rights and remedies under this Note. All costs incurred by the holder in any action undertaken to obtain relief from the stay of bankruptcy statutes are specifically included in those costs and expenses to be paid by Borrower. Borrower will pay to Lender all attorney fees and other costs referred to in this section on demand, together with interest from the date of the demand at the Default Rate until paid.

14. SEVERABILITY.

If any provision of this Note is be invalid, illegal, or unenforceable, the enforceability of the other provisions shall not be affected, and they shall remain in full force and effect.

15. INTEREST RATE LIMITATION.

Borrower hereby agrees to pay an effective rate of interest that is the sum of the interest rate provided for herein, together with any additional rate of interest resulting from any other charges of interest or in the nature of interest paid or to be paid in connection with the Loan, including, without limitation, any fees to be paid by Borrower pursuant to the provisions of the Loan Documents. Lender and Borrower agree that none of the terms and provisions contained herein or in any of the Loan Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of State of California. In such event, if any holder of this Note shall collect monies that are deemed to constitute interest that would otherwise increase the effective interest rate on this Note to a rate in excess of the maximum rate permitted to be charged by the laws of the State of California, all such sums deemed to constitute interest in excess of such maximum rate shall, at the option of the holder, be credited to the payment of other amounts payable under this Note and/or the Loan Documents or returned to Borrower.

16. NUMBER AND GENDER.

In this Note the singular shall include the plural and any reference to gender shall include all other genders, and vice versa.

17. HEADINGS.

Headings at the beginning of each numbered section of this Note are intended solely for convenience and are not part of this Note.

18. CHOICE OF LAW.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES.

19. INTEGRATION.

The Loan Documents contain the complete understanding and agreement of the holder hereof and Borrower and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

20. BINDING EFFECT.

The Loan Documents will be binding upon, and inure to the benefit of, the holder hereof, Borrower, and their respective successors and assigns. Borrower may not assign its obligations under any of the Loan Documents without the prior written consent of Lender, in its sole discretion.

21. TIME OF THE ESSENCE.

Time is of the essence with regard to each provision of the Loan Documents as to which time is a factor.

22. SURVIVAL.

The representations, warranties, and covenants of the Borrower in the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

23. JURY WAIVER.

TO THE EXTENT PERMITTED BY LAW, BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS NOTE OR ANY OTHER RELATED DOCUMENT OR LOAN DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER LOAN DOCUMENTS.

24. JOINT AND SEVERAL OBLIGATIONS.

If this Note is signed by more than one party as Borrower, all obligations of Borrower herein shall be the joint and several obligations of each party executing this Note as Borrower.

25. NONRECOURSE OBLIGATION.

This Note is a nonrecourse obligation of Maker. Neither Maker nor any member of Maker shall have any personal liability for repayment of the Loan, and the Lender must resort only to the collateral secured by the security instrument for repayment should the Maker fail to repay the sums evidenced hereby; provided, however, the foregoing limitation shall not apply to any loss, damage, liability, action, cause of action, cost, or other expense (including, without limitation, attorneys' fees) incurred by Lender as a result of any (a) fraud or intentional misrepresentation by Borrower in connection with any of the Loan Documents; (b) physical waste of the property securing the Deed of Trust; (c) any awards or proceeds received in connection with a condemnation or paid by reason of any insured casualty or any award not applied in accordance with the provisions of the Loan Documents; or (d) misappropriation or misapplication by the Borrower in any material respect and in contravention of the terms of the Loan Documents of any rents, security deposits, insurance proceeds, condemnation awards, or any other proceeds derived from the security.

IN WITNESS WHEREOF, Borrower has caused this Note to be properly executed as of the date first above written and has authorized this Note to be dated as of the day and year first above written.

"BORROWER"
ALMA SANTA PAULA, L.P.,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

ATTACHMENT D

DEED OF TRUST

FREE RECORDING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 27383 AND 27388.1

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, California 93060
Attention: City Clerk

Recorder's Use

DEED OF TRUST AND FIXTURE FILING
(With Assignment of Rents and Security Agreement)

THIS DEED OF TRUST AND FIXTURE FILING (With Assignment of Rents and Security Agreement) (as it may be amended and modified from time to time, the "Deed of Trust") is made as of [_____], 2026, by ALMA SANTA PAULA, L.P., a Delaware limited partnership, whose mailing address is 2082 Michelson Dr., #400, Irvine, California 92612 (the "Trustor") in favor of Chicago Title Insurance Company ("Trustee"), and for the benefit of CITY OF SANTA PAULA, a California municipal corporation (the "Beneficiary"), whose mailing address is 970 Ventura Street, Santa Paula, California 93060.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, all of Trustor's right, title and interest in, to and under the following property: (a) that certain real property located in the City of Santa Paula, County of Ventura, State of California, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Premises"); (b) in any and all buildings and other improvements now or hereafter erected on the Premises including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (the "Improvements"), all of which shall be deemed and construed to be a part of the real property; (c) all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Premises or the Improvements including but not limited to all current and future air rights, development rights, zoning rights and other similar rights or interests, easements, roads, streets, alleys, sewer rights, and appurtenances related to or benefiting the Premises and/or the Improvements or both

TOGETHER WITH Trustor's interest in all rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Premises and the Improvements (collectively the "Rents"), subject to the terms and provisions of Article IV of this Deed of Trust with respect to all leases and subleases of the Premises or Improvements now or hereafter existing or entered into, or portions thereof, granted by Trustor, and further subject to the right, power and authority hereinafter given to Trustor to collect and apply such Rents;

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Premises or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the "Leases");

TOGETHER WITH all right, title, and interest of Trustor in (i) the property and interests in property described on Exhibit B attached hereto and incorporated herein by reference, (ii) all other personal property now or hereafter owned by Trustor that is now or hereafter located on or used in connection with the Premises or the

Improvements or acquired for use on the Premises, including construction materials, wherever located, (iii) all other rights and interests of Trustor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Premises or the Improvements, (iv) all personal property and rights and interests in personal property of similar type or kind hereafter acquired by Trustor, and (v) all proceeds thereof (such personal property and proceeds are referred to herein collectively as the "Personal Property");

TOGETHER WITH all the estate, interest, right, title, other claim or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Trustor now has or may hereafter acquire in the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate (as defined below), and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Trust Estate (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages); and

TOGETHER WITH all proceeds of the foregoing.

The entire estate, property, right, title and interest hereby conveyed to Trustee may hereafter be collectively referred to as the "Trust Estate".

FOR THE PURPOSE OF SECURING (in such order of priority as Beneficiary may elect) the following (the "Obligations"): (a) payment of indebtedness in the total principal amount of up to FIFTY-THREE THOUSAND and No/100 Dollars ($53,000.00) ("Loan"), with interest thereon, evidenced by that certain Promissory Note of even date herewith (as it may be amended, modified, extended, and renewed from time to time, the "Note") executed by Trustor, as maker pursuant to that certain Regulatory Agreement and Declaration of Restrictive Covenants between Trustor and Beneficiary of even date herewith (as it may be amended, modified, extended, and renewed from time to time, the "Loan Agreement"); (b) payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon equal to the Interest Rate (as defined in the Note); (c) performance of every obligation of Trustor contained in the Loan Documents (as defined below); and (d) performance of every obligation of Trustor contained in any agreement, document, or instrument now or hereafter executed by Trustor reciting that the obligations thereunder are secured by this Deed of Trust.

This Deed of Trust, the Note, the Loan Agreement, and any other deeds of trust, mortgages, agreements, guaranties or other instruments given to evidence or further secure the payment and performance of any or all of the Obligations, as the foregoing may be amended, modified, extended, or renewed from time to time may hereinafter be collectively referred to as the "Loan Documents".

Furthermore, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I.
COVENANTS AND AGREEMENTS OF TRUSTOR

1.01 Payment and Performance of Secured Obligations. Trustor shall pay when due and/or perform each of the Obligations.

1.02 Maintenance, Repair, Alterations. Trustor shall keep the Trust Estate in good condition and repair. Except as provided herein, Trustor shall not remove, demolish, or substantially alter any of the Improvements, except with the prior written consent of Beneficiary, which consent shall not be unreasonably withheld; provided, however, that Trustor may remove items in the ordinary course of operations, provided that such items are replaced with items similar in quality and value to the original condition of the items so removed and Beneficiary continues to have a perfected security interest therein. Trustor shall complete promptly and in a good and workmanlike manner any Improvement that may be now or hereafter constructed on the Premises and promptly restore in like manner any Improvements that may be damaged or destroyed from any cause whatsoever and pay when due all claims for labor performed and materials furnished therefor. Trustor shall comply with all Requirements (as defined below) and shall not suffer to occur or exist any violation of any of the Requirements. Trustor shall not commit or permit any waste or deterioration of the Trust Estate, and, to the extent allowed by law, shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair. Trustor shall perform its obligations under each

Lease. "Requirement" and "Requirements" mean, respectively, each and all obligations and requirements now or hereafter in effect by which Trustor or the Trust Estate are bound or which are otherwise applicable to the Trust Estate, construction of any Improvements on the Trust Estate, or operation, occupancy or use of the Trust Estate (including, without limitation (i) such obligations and requirements imposed by common law or any law, statute, ordinance, regulation, or rule (federal, state, or local), and (ii) such obligations and requirements of, in, or in respect of (A) any consent, authorization, license, permit, or approval relating to the Trust Estate, (B) any condition, covenant, restriction, easement, or right-of-way reservation applicable to the Trust Estate, (C) any Lien or Encumbrance (hereinafter defined), (D) any other agreement, document, or instrument to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected, and (E) any order, writ, judgment, injunction, decree, determination, or award of any arbitrator, other private adjudicator, court, government, or governmental authority (federal, state, or local) to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected).

1.03 Required Insurance. Trustor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force with respect to the Trust Estate, at no expense to Trustee or Beneficiary, policies of insurance in forms and amounts sufficient to fully insure the Trust Estate against loss or damage from such casualties, risks, perils, liabilities and other hazards and issued by companies authorized to conduct such business in the State.

1.04 Casualties; Insurance Proceeds. In all cases subject to the rights of senior lienholders, upon becoming aware of the casualty, Trustor shall give prompt written notice thereof to Beneficiary after the happening of any casualty to or in connection with the Trust Estate or any part thereof, whether or not covered by insurance. Without limiting Beneficiary's security interest in any insurance proceeds, Trustor shall be authorized, so long as no Event of Default (hereinafter defined) is continuing, to settle, adjust, collect and receive all proceeds of insurance ("Casualty Proceeds") with respect to any casualty involving damage to the Trust Estate which is less than the Casualty Threshold (a "Minor Casualty"), and if Beneficiary receives the same under the above-described circumstances, Beneficiary shall pay the same, less any third party costs incurred by Beneficiary in connection with receiving the same, to Trustor. Beneficiary is authorized, at its option upon written notice to Trustor, to settle and adjust any claim with respect to any casualty damage to the Trust Estate equal to or greater than the Casualty Threshold (a "Major Casualty") or, if an Event of Default is continuing, any Minor Casualty. Beneficiary is authorized to collect and receive all Casualty Proceeds with respect to any Major Casualty, or, if an Event of Default is continuing, any Minor Casualty, and Trustor hereby authorizes and directs any affected insurance company to make payment of such Casualty Proceeds directly to Beneficiary. Trustor shall promptly pay over to Beneficiary any Casualty Proceeds received by Trustor relating to a Major Casualty or, if an Event of Default is continuing, a Minor Casualty. Trustor agrees to execute and deliver to Beneficiary, within ten (10) days after Beneficiary's request, such further assignments of any Casualty Proceeds as Beneficiary may reasonably require. As used herein, "Casualty Threshold" shall mean Ten Thousand Dollars ($10,000.00). If Beneficiary receives any Casualty Proceeds, such Casualty Proceeds shall thereafter be made available to Trustor for use in repairing the Trust Estate under such terms and conditions as Beneficiary shall determine. In the event that an Event of Default is continuing, Beneficiary shall have the option to apply any proceeds of insurance as payment of the Obligations in such order as Beneficiary shall determine, with any excess proceeds following Beneficiary's payment of the Obligations to be remitted to Trustor.

1.05 Indemnification. **IF BENEFICIARY IS MADE A PARTY TO OR IS THREATENED WITH ANY LITIGATION CONCERNING ANY OF THE LOAN DOCUMENTS, THE TRUST ESTATE OR ANY PART THEREOF OR INTEREST THEREIN, OR THE OCCUPANCY OF THE TRUST ESTATE BY TRUSTOR, THEN TRUSTOR SHALL INDEMNIFY, DEFEND AND HOLD BENEFICIARY HARMLESS FOR, FROM AND AGAINST ALL LIABILITY BY REASON OF SAID THREAT AND/OR LITIGATION, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED BY BENEFICIARY AS A RESULT OF ANY SUCH THREAT AND/OR LITIGATION, WHETHER OR NOT ANY SUCH THREAT AND/OR LITIGATION IS PROSECUTED TO JUDGMENT.** Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach of the foregoing obligation by Trustor, Trustor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of its breach. **TRUSTOR WAIVES ANY AND ALL RIGHT TO CLAIM OR RECOVER AGAINST BENEFICIARY, ITS SUCCESSORS AND ASSIGNS, THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FOR LOSS OF OR DAMAGE TO TRUSTOR, THE TRUST ESTATE, TRUSTOR'S PROPERTY OR THE PROPERTY OF OTHERS UNDER TRUSTOR'S CONTROL FROM ANY CAUSE INSURED AGAINST OR REQUIRED TO BE INSURED AGAINST BY THIS DEED OF TRUST.**

1.06 Impositions. Trustor shall pay, or cause to be paid, at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, (including, without limitation, non-governmental levies or assessments such as maintenance charges, levies, or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) that are assessed or imposed upon the Trust Estate or become due and payable and that create, may create, or appear to create a lien upon the Trust Estate (the above are sometimes referred to herein individually as an "Imposition" and collectively as "Impositions").

1.07 Actions By Trustee or Beneficiary. If Trustor fails to make any payment or to do any act as and in the manner provided in any of the Loan Documents, after the giving of any required notice under the Loan Documents and the expiration of any applicable cure periods, Beneficiary and/or Trustee, each in its absolute and sole discretion, without obligation so to do, without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary or appropriate.

1.08 Transfer of Trust Estate by Trustor. In order to induce Beneficiary to make the loan, Trustor agrees that, in the event of any Transfer (as defined in that certain Regulatory Agreement and Declaration of Restrictive Covenants ("Regulatory Agreement") dated on or about the date hereof by and between Trustor and Beneficiary and recorded as Doc. No [_____] in the Official Records of the County of Ventura, California) in violation of the terms of the Regulatory Agreement, Beneficiary shall have the absolute right, at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. Beneficiary may grant or deny such consent in its sole discretion and, if consent should be given, any such Transfer shall be subject to this Deed of Trust, and such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption shall not, however, release Trustor or any maker or guarantor (if any) of the Note from any liability thereunder without the prior written consent of Beneficiary.

1.09 Eminent Domain. In the event that any proceeding or action be commenced for the taking of the Trust Estate, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation (including, without limitation, inverse condemnation) or otherwise (hereinafter collectively referred to as a "Taking"), or if the same be taken or damaged by reason of any public improvement or Taking, or should Trustor receive any notice or other information regarding such Taking or damage, Trustor shall give prompt written notice thereof to Beneficiary. Subject to the rights of senior lienholders, all compensation, awards, damages, rights of action and proceeds awarded to Trustor by reason of any such Taking or damage or received by Trustor as the result of a transfer in lieu of a Taking (the "Condemnation Proceeds") are hereby assigned to Beneficiary, and Trustor agrees to execute such further assignments of the Condemnation Proceeds as Beneficiary or Trustee may require. Subject to the rights of senior lienholders, if Trustor receives any Condemnation Proceeds Trustor shall promptly pay over such proceeds to Beneficiary. Subject to the rights of senior lienholders, Beneficiary is hereby authorized and empowered by Trustor, at Beneficiary's option and in Beneficiary's sole discretion, as attorney-in-fact for Trustor, to settle, adjust, or compromise any claim for loss or damage in connection with any Taking or proposed Taking and, without regard to the adequacy of its security, to commence, appear in and prosecute in its own name and/or on behalf of Trustor any such action or proceeding arising out of or relating to a Taking or proposed Taking; provided, however, that so long as no Event of Default is continuing, Trustor shall be entitled to reasonably participate in any action, proceeding or settlement relating to such Taking.

1.10 Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee named herein or acting hereunder, and such successor(s) shall, without conveyance from the Trustee predecessor, succeed to all title, estate, rights, powers and duties of such predecessor.

1.11 Ownership and Liens and Encumbrances. Trustor is, and as to any portion of the Trust Estate acquired hereafter will upon such acquisition(s) be, and shall remain the owner of the Trust Estate free and clear of any Liens and Encumbrances, except as permitted under the terms of the Regulatory Agreement. Trustor shall not grant, shall not suffer to exist, and shall pay and promptly discharge, at Trustor's cost and expense, all Liens and Encumbrances and any claims thereof upon the Trust Estate, or any part thereof or interest therein. Upon becoming aware thereof, Trustor shall notify Beneficiary promptly in writing of any Lien or Encumbrance or claim thereof. Trustor shall have the right

to contest in good faith the validity of any involuntary Lien or Encumbrance, provided Trustor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amount as Beneficiary shall reasonably require. "Lien or Encumbrance" and "Liens and Encumbrances" mean, respectively, each and all of the following in respect of the Trust Estate: leases (except as expressly permitted by the Regulatory Agreement), other rights to occupy or use, mortgages, deeds of trust, pledges, security agreements, and other financing encumbrances (except as expressly permitted by the Regulatory Agreement), conditions, covenants, restrictions, and other charges, liens, encumbrances, or adverse interests, whether voluntarily or involuntarily created and regardless of whether prior or subordinate to any estate, right, title, or interest granted to Trustee or Beneficiary in this Deed of Trust, excluding, subject to the prior approval of Beneficiary, any Liens and Encumbrances set forth on Beneficiary's title insurance policy relating to the Loan and also excluding any Liens and Encumbrances permitted under the terms of the Regulatory Agreement.

1.12 Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and without affecting the personal liability of any person for payment of the Obligations or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (a) reconvey any part of said Trust Estate, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating or affecting the priority of the lien or charge hereof. Upon payment of all amounts due under the Obligations and after receipt of written request from Trustor, Trustee and Beneficiary shall execute and provide Trustor with a release and reconveyance of this Deed of Trust in recordable form.

1.13 Beneficiary's Powers. Without affecting the liability of any Person liable for the payment of the Obligations herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the Obligations, Beneficiary may, from time to time and without notice (a) release any person so liable, (b) extend the Obligations, (c) grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (e) take or release any other or additional security or any guaranty for any Obligation herein mentioned, or (f) make compositions or other arrangements with debtors in relation thereto.

ARTICLE II.
ASSIGNMENT OF RENTS

2.01 Assignment of Rents. Trustor hereby absolutely and irrevocably assigns and transfers to Beneficiary all the Rents of the Trust Estate and hereby gives to and confers upon Beneficiary the right, power and authority to collect the Rents. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all Rents and apply the same to the payment of the Obligations in such order as Beneficiary shall determine. However, so long as no Event of Default has occurred and is continuing, Trustor will have the right under a license granted to collect and retain all Rents.

2.02 Collection. During the continuance of an Event of Default, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations, enter upon and take possession of the Trust Estate, or any part thereof, and, with or without such entry or taking possession, in its own name sue for or otherwise collect the Rents (including, without limitation, those past due and unpaid) and apply the same, less costs and expenses of operation and collection (including, without limitation, attorneys' fees) upon payment of the Obligations in such order as Beneficiary may determine.

2.03 Indemnity. **EXCEPT FOR MATTERS ARISING SOLELY AND DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BENEFICIARY, TRUSTOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS BENEFICIARY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, OBLIGATIONS, CLAIMS, DEMANDS, DAMAGES, PENALTIES, JUDGMENTS, COSTS, AND EXPENSES, INCLUDING LEGAL FEES AND EXPENSES, HOWSOEVER AND BY WHOMSOEVER ASSERTED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT OF RENTS; AND ALL SUCH LOSSES, LIABILITIES, OBLIGATIONS, CLAIMS, DEMANDS, DAMAGES, PENALTIES, JUDGMENTS, COSTS AND EXPENSES SHALL BE DEEMED ADDED TO THE**

INDEBTEDNESS SECURED HEREBY AND SHALL BE SECURED BY ANY AND ALL OTHER INSTRUMENTS SECURING SAID INDEBTEDNESS.

2.04 Assignment of Leases. Trustor hereby absolutely and irrevocably assigns and transfers to Beneficiary all of Trustor's rights, title and interest in and to all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force.

ARTICLE III.
SECURITY AGREEMENT

3.01 Grant of Security Interest. Trustor also grants to Beneficiary a security interest in all of Trustor's right, title, and interest now owned or later acquired to the Improvements and/or the Personal Property. The security interest also includes all additions to, substitutions for, changes in, or replacements of the whole or any part of these articles of property, together with all contract rights of Trustor in construction contracts, bonds, agreements for purchase and sale of the Premises, all policies of insurance arising out of the improvement or ownership of the Premises, and all accounts, contract rights, chattel paper, instruments, general intangibles, and other obligations of any kind now or later existing, arising out of, or in connection with the operation or development of the Premises; all rights of Trustor now or later existing in all security agreements, leases, and other contracts securing or otherwise relating to any accounts, contract rights, chattel paper, instruments, general intangibles, or obligations; all causes of action and recoveries now or later existing for any loss or diminution in value of the Premises; all proceeds of any of the collateral for the security interest; and, to the extent not otherwise included, all payments under insurance (whether Beneficiary is the loss payee), or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to any of the collateral for the security interest (collectively, "Collateral").

3.02 Remedies Upon an Event of Default. In addition to the remedies provided in Section 4.02 hereof, during the continuance of an Event of Default hereunder, Beneficiary may, at its option, do any one or more of the following: (i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Collateral and exclude therefrom Trustor and all others claiming under Trustor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor with respect to the Collateral or any part thereof. In the event Beneficiary demands, or attempts to take possession of the Collateral in the exercise of any rights under this Deed of Trust, Trustor agrees to promptly turn over and deliver possession thereof to Beneficiary; (ii)Without notice to or demand upon Trustor, make such payments and do such acts as Beneficiary may reasonably deem necessary to protect its security interest in the Collateral (including, without limitation, paying, purchasing, contesting or compromising any Lien or Encumbrance, whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorneys' fees) incurred in connection therewith; and (iii) Exercise any remedies of a secured party under the Uniform Commercial Code or any other applicable law. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale of the Collateral or other intended disposition thereof to be made. Beneficiary shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Beneficiary from pursuing any further remedy that it may have. Any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release Trustor until full payment of any deficiency has been made in cash.

3.03 Security Agreement. This Deed of Trust constitutes and shall be deemed to be a "security agreement" for all purposes of the Uniform Commercial Code and Beneficiary shall be entitled to all the rights and remedies of a "secured party" under such Uniform Commercial Code.

3.04 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Premises is located with respect to all fixtures included within the term "Trust Estate" as used in this Deed of Trust and with respect to any goods, Collateral, or other personal property that may now be or later become fixtures. This filing shall remain in effect as a fixture filing until this Deed of Trust is released or satisfied of record or its effectiveness otherwise terminates as to the Trust Estate. Address of the "Debtor" and of the "Secured Party" as that of the "Trustor" and "Beneficiary", respectively, as set forth in the first paragraph of this Deed of Trust.

3.05 Assignment of Agreements. As partial security for the Loan, Trustor sells, assigns, transfers, sets over, and delivers to Beneficiary all of Trustor's right, title, and interest in all agreements, permits, and contracts pertaining to the use or operation of the Premises, including, but not limited to, environmental impact reports; negative declarations; map approvals; grading and construction permits; conditional use permits; applications for all permits; management agreements; all development rights in the Premises that Trustor may now or later acquire (including, without limitation, development rights arising in connection with any action by a governmental entity, including, by way of illustration, but not of limitation, inducement resolutions of county, municipal, or other governmental entities); agreements with architects, contractors, engineers, suppliers, and construction managers; and agreements pertaining to the transfer of development rights or permitted floor area under applicable laws or ordinances (collectively, "Agreements"), as they may be amended or otherwise modified from time to time. However, so long as no Event of Default has occurred and is continuing, Trustor will have the right under a license granted to collect and retain all sums that may become payable to Trustor under the Agreements and the right to exercise all rights under the Agreements.

ARTICLE IV.
REMEDIES UPON DEFAULT

4.01 Events of Default. Each of the following shall constitute an event of default ("Event of Default"):

(a) Failure by Trustor to pay any monetary amount when due under any Loan Document;

(b) Any breach or default under any Loan Document, subject to applicable notice and cure periods, shall be an "Event of Default" hereunder; and

(c) The failure of Trustor to perform any of the terms, provisions, and obligations under any other agreement between Trustor and Beneficiary, which failure is not remedied within any cure period provided therein, including without limitation any agreement concerning indebtedness or other obligation of Trustor to Beneficiary.

4.02 Acceleration Upon Default; Additional Remedies. If one or more Event of Default occurs and is continuing, then Beneficiary may declare all the Obligations to be due and the Obligations shall become due without any further presentment, demand, protest, or notice of any kind, and Beneficiary may:

(a) in person, by agent, or by a receiver, and without regard to the adequacy of security, the solvency of Trustor, or the existence of waste, enter on and take possession of the Trust Estate or any part of it in its own name or in the name of Trustee, sue for or otherwise collect the rents, issues, and profits, and apply them, less costs and expenses of operation and collection, including reasonable attorney fees, upon the Obligations, all in any order that Beneficiary may determine. The entering on and taking possession of the Trust Estate, the collection of rents, issues, and profits, and the application of them shall not cure or waive any default or notice of default or invalidate any act done pursuant to the notice;

(b) commence an action to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages of real property;

(c) deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause the Trust Estate to be sold, which notice Trustee or Beneficiary will cause to be filed for record;

(d) with respect to any Personal Property, proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect of the Premises, or proceed to sell the Personal Property separately and without regard to the Premises in accordance with Beneficiary's rights and remedies; or

(e) exercise any of these remedies in combination or any other remedy at law or in equity.

4.03 Power of Sale; Exercise of Power of Sale. If Beneficiary elects to foreclose by exercise of the power of sale in this Deed of Trust:

(a) Beneficiary will deposit with Trustee this Deed of Trust, the Note and any receipts and evidence of expenditures made and secured as Trustee may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, Trustee, without demand on Trustor, shall, after notice of sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as Trustee determines, and in any order that it may determine, at public auction to the highest bidder. Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding postponement, and without further notice make the sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any notice of default at any time before Trustee's sale by executing a notice of rescission and recording it. The recordation of the notice shall constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of Obligations affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default then existing or subsequently occurring or impair the right of Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Trust Estate to be sold, nor otherwise affect the Note or this Deed of Trust, or any of the rights, obligations, or remedies of Beneficiary or Trustee. After sale, Trustee shall deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any Person, including Trustor, Trustee, or Beneficiary, may purchase at that sale. If allowed by law, Beneficiary may credit bid (as determined by Beneficiary in its sole discretion) all or any portion of the Obligations. Trustor expressly waives any right of redemption after sale that Trustor may have at the time of sale or that may apply to the sale.

(b) Trustee, upon the sale, shall make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Trust Estate sold, which shall convey to the purchaser all the title and interest of Trustor in the Trust Estate and shall apply the proceeds of the sale in payment.

(i) first, of the expenses of the sale together with the expenses of the trust, including, without limitation, attorney fees, that will become due on any default made by Trustor, and also any sums that Trustee or Beneficiary have paid for procuring a search of the title to the Premises subsequent to the execution of this Deed of Trust; and

(ii) second, of the Obligations then remaining unpaid, and the amount of all other monies with interest in this Deed of Trust agreed or provided to be paid by Trustor.

Trustee shall pay the balance or surplus of the proceeds of sale to Trustor and its successors or assigns as its interests may appear.

4.04 Personal Property. It is the express understanding and intent of the parties that as to any personal property interests subject to the Uniform Commercial Code, Beneficiary, during the continuance of an Event of Default, may proceed under such Uniform Commercial Code or may proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect to real property, and treat both real and personal property interests as one parcel or package of security.

4.05 Appointment of Receiver. If an Event of Default occurs and is continuing, Beneficiary, as a matter of strict right and without notice to Trustor or anyone claiming under Trustor and without regard to the then value of the Trust Estate, shall have the right to apply ex parte to any court having jurisdiction to appoint a Receiver of the Trust Estate, and Trustor waives notice of any application for that, provided a hearing to confirm the appointment with notice to Trustor is set within fourteen (14) days after the appointment. Any Receiver shall have all the powers and duties of receivers in similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust, and shall continue as such and exercise all those powers until the date of confirmation of sale, unless the receivership is terminated sooner. For purposes of this Deed of Trust, "Receiver" shall include any trustee, receiver, custodian, fiscal agent, liquidator, or similar officer.

4.06 Curing of Defaults. If Trustor at any time fails to perform or comply with any of the terms, covenants, and conditions required on Trustor's part to be performed and complied with under this Deed of Trust, the Note, any of the other Loan Documents, or any other agreement that, under the terms of this Deed of Trust, Trustor is required to perform, after the giving of any required notice and the expiration of applicable cure periods (or without notice if Beneficiary determines that an emergency exists) and without waiving or releasing Trustor from any of the Obligations, Beneficiary may, subject to the provisions of any of the agreements, make from the Loan or its own funds any payments payable by Trustor and take out, pay for, and maintain any of the insurance policies provided for; and perform any other acts on the part of Trustor to be performed and enter on the Trust Estate for that purpose. The making by Beneficiary of payments out of Beneficiary's own funds shall not, however, be deemed to cure the default by Trustor, and it shall not be cured unless and until Trustor reimburses Beneficiary for the payments. All sums paid and all reasonable costs and expenses incurred by Beneficiary in connection with the performance of any such act, together with interest on unpaid balances at the Default Rate from the respective dates of Beneficiary's making of each payment, shall be added to the principal of the Obligations, shall be secured by the Deed of Trust, and shall be payable by Trustor to Beneficiary on demand.

4.07 Waive Lien. Beneficiary or its agents, representatives, and employees may waive its lien against the Trust Estate or any portion of it, including the Improvements and the Personal Property, to the extent that the Trust Estate is found to be environmentally impaired in accordance with the laws of the State of California, and to exercise all rights and remedies of an unsecured creditor against Trustor and all of Trustor's assets and property for the recovery of any deficiency, including, but not limited to, seeking an attachment order under applicable laws of the State of California.

4.08 Right to Complete Work. If Trustor abandons or fails to proceed diligently with any work on the Premises or Improvements, in accordance with the requirements of the Loan Agreement, or during the continuance of any Event of Default, Beneficiary may take over and complete such work on the Improvements or the Premises in accordance with the hereinafter defined Plans and Specifications (collectively, the "Work") (or assign that right, including the contract for the Work) and, for that purpose, make disbursements from the Loan and exercise all other rights and remedies granted to Beneficiary under all bonds, agreements, and other documents to which Beneficiary is a party or for the benefit of Beneficiary and which relate in either case to the Work. Any contracts entered into or indebtedness incurred on the exercise of that right may be in the name of Trustor, and Trustor irrevocably appoints Beneficiary as Trustor's attorney in fact (the appointment being coupled with an interest) to enter into the contracts, incur obligations, enforce any contracts or agreements made by or on behalf of trustor, employ attorneys to defend against attempts to interfere with the exercise of the powers granted, and do any things necessary or proper to complete the Work, including the signing of Trustor's name to any contracts and documents that may be reasonably deemed necessary by Beneficiary. In no event shall Beneficiary be required to expend its own funds to complete the Improvements if the funds remaining to be disbursed from the Loan are insufficient, but Beneficiary may advance those funds. Any advanced funds shall be considered advances under the Note as Beneficiary may determine, and shall be secured by the Loan Documents, even though the advances may cause the total amount advanced to exceed the amount committed to be advanced pursuant to the Loan Agreement, and the amounts shall be payable to Beneficiary by Trustor on demand, together with interest, until paid at the Default Rate.

4.09 Stoppage of Work by Beneficiary. On: (a) the continuation of any Event of Default, (b) the appearance of substantial deviations from the Plans and Specifications without the prior written approval of Beneficiary (where such consent is required under the Loan Agreement) or the use of defective or unworkmanlike materials or labor in the Work (as determined in the reasonable good faith judgment of Beneficiary after consultation with the Inspector), or (c) receipt of knowledge by Beneficiary of encroachments to which Beneficiary has not consented in writing, Beneficiary may order stoppage of the work affected and demand that the condition be corrected. Trustor shall comply with that order or demand. After issuance of an order in writing, no further work shall be done on the affected Improvements (except as may be necessary to correct said condition) without the prior written consent of Beneficiary unless and until all Events of Default and conditions have been fully cured and corrected

4.10 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any and all of the Obligations and to exercise all rights and powers under the Loan Documents and under the law now or hereafter in effect, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured or guaranteed. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative

and shall be in addition to every other remedy given hereunder or now or hereafter existing under the law. Every power or remedy given by any of the Loan Documents or by law to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and, to the extent permitted by law, either of them may pursue inconsistent remedies.

4.11 Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in Section 5.04 below.

ARTICLE V.
MISCELLANEOUS

5.01 Change, Discharge, Termination, or Waiver. No provision of this Deed of Trust may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of Beneficiary to exercise and no delay by Beneficiary in exercising any right or remedy under the Loan Documents or under the law shall operate as a waiver thereof.

5.02 Trustor Waivers of Rights. Trustor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisement before sale of any portion of the Trust Estate, and (b) all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the Obligations and marshaling in the event of foreclosure of the liens hereby created, and (c) all rights and remedies that Trustor may have or be able to assert by reason of the laws of the State of California pertaining to the rights and remedies of sureties. Trustor, for itself and for all parties claiming through or under Trustor, and for all parties who may acquire a lien on or interest in the Trust Estate, waives all rights to have the Trust Estate or any other property that now or later may be security for any Obligation ("Other Property") marshaled on any foreclosure of this Deed of Trust or on a foreclosure of any other security for any of the Obligations. Beneficiary shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Trust Estate and any of the Other Property as a whole or in separate parcels, in any order that Beneficiary may designate.

5.03 Reconveyance by Trustee. Upon written request of Beneficiary stating that all Obligations have been paid in full, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention (all of which Beneficiary shall promptly do upon satisfaction in full of all Obligations) and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5.04 Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, through the United States Postal Service, or by overnight delivery by a nationally recognized delivery service (e.g., Federal Express) requiring a receipt, to the addresses shown below or such other address which the parties may provide to one another in accordance herewith. Such notices, requests and demands, if sent by mail, shall be deemed given three (3) Business Days after deposit in the United States mail, one (1) Business Day after the date of sending via overnight delivery, and if delivered by hand, shall be deemed given when delivered:

If to TRUSTOR: ALMA SANTA PAULA, L.P.
2082 Michelson Dr, #400
Irvine CA 92612
Attention: Ron Wu

If to BENEFICIARY: CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, California 93060
Attn: City Clerk

5.05 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.06 Captions and References. The headings at the beginning of each section of this Deed of Trust are solely for convenience and are not part of this Deed of Trust. Unless otherwise indicated, each reference in this Deed of Trust to a section or an exhibit is a reference to the respective section herein or exhibit hereto.

5.07 Invalidity of Certain Provisions. If any provision of this Deed of Trust is unenforceable, the enforceability of the other provisions shall not be affected, and they shall remain in full force and effect. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

5.08 Attorneys' Fees. If any or all of the Obligations are not paid when due or if an Event of Default occurs, Trustor agrees to pay all costs of enforcement and collection and preparation therefore (including, without limitation, reasonable attorneys' fees) whether or not any action or proceeding is brought (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or appellate level)), together with interest therein from the date of demand at the rate of ten percent (10%) per annum.

5.09 Governing Law. THIS SECURITY INSTRUMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. All rights, powers and remedies provided in this instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this instrument or any application thereof shall be invalid or unenforceable, the remainder of this instrument and any other application of the term shall not be affected thereby.

5.10 Liability for Acts or Omissions. Beneficiary shall not be liable or responsible for its acts or omissions under this Deed of Trust, except for Beneficiary's own gross negligence or willful misconduct, or be liable or responsible for any acts or omissions of any agent, attorney, or employee of Beneficiary, if selected with reasonable care.

5.11 Joint and Several Obligations. If this Deed of Trust is signed by more than one party as Trustor, all obligations of Trustor herein shall be the joint and several obligations of each party executing this Deed of Trust as Trustor.

5.12 Number and Gender. In this Deed of Trust, the singular shall include the plural and each gender shall include all other genders and vice versa, if the context so requires.

5.13 Counterparts. This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form physically one document, which may be recorded.

5.14 Status of Title. Trustor represents and warrants that it is the lawful owner of the Trust Estate free and clear of all Liens and Encumbrances and holds a fee simple estate in the Premises and Improvements, subject only to the Permitted Exceptions and that Trustor has full right, power and authority to convey and mortgage the same and to execute this Deed of Trust.

5.15 Integration. The Loan Documents contain the complete understanding and agreement of Trustor and Beneficiary and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

5.16 Binding Effect. The Loan Documents shall be binding upon, and inure to the benefit of, Trustor, Trustee and Beneficiary and their respective successors and assigns. Trustor may not assign its obligations under the Loan Documents.

5.17 Time of the Essence. Time is of the essence with regard to each provision of the Loan Documents as to which time is a factor.

5.18 Survival. The representations, warranties, and covenants of the Trustor and the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

5.19 Construction Deed of Trust. This Deed of Trust secures an obligation incurred for the construction of improvements on land.

5.20 Definitions. Capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

5.21 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY LAW, TRUSTOR AGREES THAT THIS DEED OF TRUST ALSO CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY PURSUANT TO THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 631, AND THE TRUSTOR APPOINTS BENEFICIARY ITS ATTORNEY-IN-FACT, WHICH APPOINTMENT IS COUPLED WITH AN INTEREST, AND TRUSTOR AUTHORIZES BENEFICIARY IN THE NAME, PLACE, AND STEAD OF TRUSTOR TO FILE THIS DEED OF TRUST WITH THE CLERK OR JUDGE OF ANY COURT OF COMPETENT JURISDICTION AS STATUTORY WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

[Signature on Following Page]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first above written.

"TRUSTOR"

ALMA SANTA PAULA, L.P.,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

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 _____)

On _____, 20___ 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(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:_____ (seal)

EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): 107-0-042-015

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:
PARCEL 2 OF PARCEL MAP NO. 6070, IN THE CITY OF SANTA PAULA, COUNTY OF VENTURA, STATE OF CALIFORNIA, FILED IN BOOK 74, PAGES 5 THROUGH 8 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, APRIL 19, 2024.

EXCEPT ONE-HALF OF ALL OIL AND MINERAL RIGHTS AS RESERVED BY EVELENA NOWAK IN DEED RECORDED SEPTEMBER 11, 1964 IN BOOK 2623, PAGE 531 OF OFFICIAL RECORDS.

PARCEL B:

A NONEXCLUSIVE EASEMENT FOR VEHICULAR INGRESS AND EGRESS TO AND FROM TELEGRAPH ROAD PURSUANT TO THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT DATED FEBRUARY 28, 2025 AND RECORDED ON MARCH 3, 2025 AS INSTRUMENT NO. 2025000014141, OF OFFICIAL RECORDS.

PORTION OF APN: 107-0-042-015

EXHIBIT B

DESCRIPTION OF PERSONAL PROPERTY

(a) All personal property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, and construction materials) in which Trustor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Premises or the Improvements or wherever located if intended for use on the Premises or as part of the Improvements and used or useful in the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Trustor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Premises, Improvements, or such personal property;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the Obligations remains unpaid or unperformed, may accrue from such personal property or any part thereof or from the Premises, the Improvements or any other part of the Trust Estate, or which may be received or receivable by Trustor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Trustor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants of the Premises or Improvements, rights to receive capital contributions or subscriptions from Trustor's members, partners or shareholders, amounts payable on account of the sale of interests (including membership interests) in Trustor or the capital stock of Trustor, accounts and other accounts receivable, deposit accounts, chattel paper, notes, drafts, contract rights, instruments, general intangibles, payment intangibles, and principal, interest and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments, evidencing, securing or guarantying the same;

(d) All of Trustor's present and future rights to receive equity payments, capital contributions, distributions, or subscriptions from Trustor's shareholder(s) and/or partners and/or members.

(e) All other intangible property and rights relating to the Premises, the Improvements, the personal property described in Paragraph (a) above or the operation, occupancy, or use thereof, including, without limitation, all governmental and non-governmental permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Premises or Improvements, all names under or by which the Premises or Improvements may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks relating in any way to the Premises or the Improvements, and all good will in any way relating to the Premises or the Improvements;

(f) Trustor's rights under all insurance policies covering the Premises, the Improvements, the Personal Property, and the other parts of the Trust Estate and any and all proceeds, loss payments, and premium refunds payable regarding the same;

(g) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Premises;

(h) All water stock relating to the Premises;

(i) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any loss or diminution in value of the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate;

(j) All architectural, structural, mechanical, and engineering plans and specifications prepared for construction of Improvements (the "Plans and Specifications") or extraction of minerals or gravel from the Premises and all studies, data, and drawings related thereto; and also all contracts and agreements of the Trustor relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Premises;

(k) All assets of the Trustor located on and used in connection with the operation or maintenance of the Premises;

(l) All proceeds of the aforesaid collateral;

(m) All Trustor's rights in proceeds of the loan evidenced by the Note; and,

(n) As used in this Exhibit B the terms "Obligations", "Note", "Trust Estate", "Premises", "Improvements", and "Personal Property" shall have the meanings set forth in the Deed of Trust to which this Exhibit B is attached.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Aminah Mears, DPA, Deputy City Manager,

Subject: REQUEST FOR FINANCIAL ASSISTANCE WITH CONSULTING SERVICES FOR DOWNTOWN SANTA PAULA PROPERTY AND BUSINESS IMPROVEMENT DISTRICT (PBID) RENEWAL

Date: October 21, 2026

Agenda Item: 12.B

RECOMMENDATION:

It is recommended that the City Council:

Consider the downtown Santa Paula Property and Business Improvement District's (PBID) request for financial assistance with consulting services associated with a potential district renewal and expansion, and provide direction as appropriate.

Presented by: Aminah Mears, Deputy City Manager

BACKGROUND:

The Downtown Santa Paula Property and Business Improvement District (PBID) was established in 2023 with assistance from the City of Santa Paula, with the understanding that the City would provide initial support to help establish and launch the district. The PBID was approved for a five-year period, with its current term set to expire in 2027.

To ensure continuity of the district and allow assessments to be included on the County's next property tax roll, anticipated in August 2027, the PBID must start the renewal process well in advance. The renewal process was identified as needing to begin as early as January 2027 to allow sufficient time for the necessary planning, documentation, stakeholder engagement, and approval procedures.

On October 1, 2026, the City received a letter from PBID Board President Nancy Grass requesting financial assistance for consulting services associated with a potential renewal and expansion of the district.

The PBID has identified Kristin Lowell, Inc. as the proposed consultant, with a consulting fee of $25,000. Ms. Lowell is inimately familiar with the Santa Paula PBID, as her consulting firm conducted the original engineering study upon the formation of the District and was hired at the end of the first three years when the renewal effort was conducted. The PBID Board

requests a City contribution of $12,500, representing 50 percent of the proposed fee, plus an equal share of any mutually approved additional travel and City Council meeting attendance expenses. The other 50 percent would be covered by the PBID budget.

The PBID Board has not yet voted to proceed with renewal and has indicated that the City's willingness to share consulting costs would be an important consideration in determining its next steps.

ANALYSIS:

The PBID is exploring the possibility of renewing and expanding the existing district. According to the PBID's request, the proposed consulting services would assist with evaluating district boundaries and service priorities, developing a Management District Plan and Engineer's Report, and supporting the petition and assessment ballot process.

In its letter, the PBID expressed concern that covering the full consulting fee from existing district resources would reduce funding available for ongoing downtown services and improvements. The requested cost-sharing arrangement would allow the PBID to consider its future while maintaining resources for existing activities.

The PBID is requesting that the City Council consider contributing $12,500 toward the proposed consulting fee, along with an equal share of mutually approved additional expenses identified in the consultant's proposal.

Any City Council action regarding financial assistance would be separate from consideration of the district's potential renewal or expansion, which would require subsequent action through the applicable process.

The request is presented for City Council consideration and direction.

STRATEGIC PLAN:

Council consideration of the PBID’s request for funding assistance with consultant services to administer the PBID renewal process is consistent with the City Council’s FY 2025–2027 Strategic Plan goal of Economic Development, specifically the objectives of Marketing, Business Attraction, and Downtown Enhancements. Supporting the PBID renewal process would help maintain a coordinated approach to downtown marketing, business promotion, and improvements that contribute to the economic vitality of downtown Santa Paula.

FISCAL IMPACTS:

The PBID is requesting a City contribution of $12,500, representing one-half of the proposed $25,000 consulting fee, plus 50 percent of any mutually approved additional travel and City Council meeting attendance expenses. As this was not a budgeted City expense, a new allocation would be required.

Staff recommends ARPA funding from projects that will not be able to be completed by

December 31, 2026 be utilitized. Since additional changes to ARPA are needed, this item will be presented for a budget allocation on the Fiscal Review Year End FY 2026 and Q1 FY 2027 staff report to be presented to council on November 4, 2026 if approved by Council tonight.

OPTIONS:

The following options are available to the City Council:

1. Approve the Downtown Santa Paula Property and Business Improvement District's (PBID) request for a City contribution of $12,500, representing 50 percent of the proposed $25,000 consulting fee for potential PBID renewal and expansion services plus fifty percent of any mutually approved additional travel and council meeting attendance expenses;
2. Alternatively, approve a different contribution amount as determined by the City Council or deny the expense; or
3. Provide staff with further direction.

ATTACHMENTS:

Downtown Santa Paula PBID Letter of Request,dated October 1, 2026.pdf
Downtown Santa Paula PBID Renewal 2026.pdf

October 1, 2026

Santa Paula City Council
City of Santa Paula

Re: Request to Share PBID Consulting Costs

Dear Mayor and Councilmembers:

On behalf of the Downtown Santa Paula Property and Business Improvement District (PBID) Board, I am requesting that the City contribute one-half of the $25,000 consulting fee for Kristin Lowell, Inc. to assist with a potential PBID renewal and expansion. We are asking the City to contribute $12,500 plus that the City share equally in any mutually approved additional travel and Council meeting attendance costs identified in the proposal.

The Board has not yet voted to proceed with renewal. Renewal and potential expansion require substantial planning, stakeholder engagement, and technical assistance. The consultant's proposed scope includes evaluating district boundaries and service priorities, developing the Management District Plan and Engineer's Report, and supporting the petition and assessment ballot process.

These efforts would help property owners and the Board make informed decisions about the district's future. The City's willingness to share this expense would be an important factor in our deliberations and would help us preserve the resources needed to continue our meaningful work. At the same time, we must continue delivering services and improvements within the existing district. Paying the entire consulting fee from PBID funds would reduce the resources available for that work. Sharing the cost would allow us to consider the district's future while continuing to serve downtown's current needs.

A strong downtown is a shared priority, and the City's participation would demonstrate a practical commitment to that partnership. It would also give the Board greater confidence that we can undertake the renewal effort responsibly while maintaining the work our property owners and businesses rely on.

We respectfully request that the Council approve a contribution of $12,500 toward the consulting fee, plus share in any mutually agreed upon additional fees as identified in the proposal. Thank you for considering this request and for your partnership in supporting downtown Santa Paula. Your support would make a meaningful difference as the Board considers its next steps.

Sincerely,

Nancy Grass, Board President
Downtown Santa Paula PBID

Enclosure: Kristin Lowell, Inc. PBID Renewal Proposal

June 8, 2026

Aminah Mears
City of Santa Paula

RE: PBID Renewal Proposal

On behalf of Kristin Lowell, Inc. (KLI), I am pleased to submit this consulting proposal to assist the City of Santa Paula and the Downtown Santa Paula PBID Board of Directors (Board) in renewing the Downtown Santa Paula PBID.

Project Objectives

Specific project objectives include:

- Assess the current dynamics of downtown Santa Paula's economic, political and planning environment, including significant market changes that have occurred and those that can be reasonably expected through the next five to ten years.
- Determine how the PBID should best be positioned and reorganized to respond to current challenges and opportunities.
- Affirm program priorities for the PBID and develop a holistic district management plan and engineer's report to ensure that initiatives strengthen and unify overall district management efforts.
- Engage a variety of downtown stakeholders in a participatory process to renew the PBID.

A complete scope, timeline and budget is attached. We look forward to working with you and the Board in renewing the Downtown PBID.

Sincerely,

Kristin Lowell

Kristin Lowell,
President

Phase One: Management Plan Development

Database Review and Development: KLI will review the existing database that was compiled in the last PBID renewal and confirm that all necessary information is included. The database will be designed for a variety of uses, including periodic mailings to property owners, source data for assessment scenarios and tracking for the PBID petition and 218 ballot campaigns.

Stakeholder Engagement: Stakeholder engagement is essential in renewing the PBID, ensuring that the PBID services reflect the needs and priorities of the stakeholders and community. By actively involving property owners, business owners, and residents through surveys, workshops, and ongoing dialogue, stakeholders can help identify key challenges, future needs, and opportunities for improvement. This inclusive approach builds trust, promotes transparency, and lays the groundwork for the renewal.

Service Priorities and Assessments: Based on anticipated service demands and district objectives, KLI will work with the Board to confirm the district boundary and develop a program of services and improvements that addresses stakeholder priorities. KLI will also evaluate alternative assessment methodologies to confirm that the assessment structure reasonably relates to the special benefits conferred upon parcels and generates adequate funding to implement the stakeholder-supported programs and improvements.

Management District Plan: Based upon the findings and stakeholder input gathered through the preceding tasks, KLI will prepare a Management District Plan ("MDP") for the District. The MDP will be developed in accordance with the California Property and Business Improvement District Law of 1994 and the requirements of Proposition 218. As the governing document for the proposed district, the MDP will describe the PBID's boundaries, assessment methodology, budget, governance structure, and the services, programs, and improvements to be funded through assessment revenues.

The MDP will describe the proposed PBID's:

- Boundaries
- Services, programs, and improvements
- Assessment methodology and calculation
- Annual budget and assessment revenues
- Governance and administration
- Assessment collection procedures and district term

The draft MDP will be reviewed by the Board and key stakeholders prior to its submission to the City for review and comment. A certified assessment engineer will prepare the Engineer's Report in compliance with the requirements of Proposition 218. The Engineer's Report will describe the assessment methodology, demonstrate the proportionality of the assessments, and document how each assessed parcel receives a special benefit from the proposed improvements, activities, and services. The Report will also identify and quantify the special and general benefits associated with the program and allocate costs accordingly. Upon completion, the draft MDP, Engineer's Report, and assessment database used to calculate parcel assessments will be submitted to the City for review and approval prior to commencement of the petition and balloting process.

Phase Two: Legal Process

Finalize Documents: Upon completion of City review of the MDP, Engineer's Report, and database, KLI will finalize all documents and prepare for the petition drive.

Property Owner Petition Drive: The property owner petition drive is the first statutory step in the PBID formation process. Pursuant to the California Property and Business Improvement District Law of 1994, petitions must be signed by property owners who will pay more than fifty percent (50%) of the proposed assessments before the City may initiate the assessment ballot proceeding.

To facilitate the petition process, KLI will prepare and/or coordinate all necessary materials, including the petition form, signing instructions, Management District Plan summary, stakeholder communications, and informational newsletters. Petition materials will clearly describe the proposed district, services, improvements, assessment methodology, and estimated assessment amounts applicable to each property.

Assessments Ballots and Notice: Upon securing the required petition support, KLI will assist the Board and City through the remaining statutory formation requirements. These services will include coordinating the preparation and distribution of assessment ballots and required notices, supporting compliance with Proposition 218 noticing requirements, assisting with public outreach and stakeholder communications, and providing support throughout the public hearing and balloting process. KLI will work with City staff to ensure all procedural requirements are satisfied, leading to the public hearing and tabulation of assessment ballots.

Timeline

The following timeline illustrates timeline with the intent to have the PBID renewed by the summer of 2027.

Target Date	Action
June - October 2026:	Database development District priorities and budget Assessment scenarios Management District Plan Board consensus Stakeholder workshops
Nov - Dec 2026:	City review of MDP, ER and database Finalize all documents
1st Qtr 2027	Prepare petitions and petition packet materials Petition kick-off (allow 3 months)
2nd Qtr 2027:	City Council approves Resolution of Intention and calls for public hearing; Assessment ballots mailed to all assessed property owners City Council public hearing, tabulate ballots (45 days later)
January 2028:	Renewed PBID services begin

Budget

TASK	TOTAL
PHASE ONE: MANAGEMENT PLAN DEVELOPMENT	**$17,500**
Database Development	
Stakeholder Engagement	
Service Priorities and Assessments	
Management District Plan and Engineers Report	
City Review of MDP and ER	
PHASE TWO: LEGAL PROCESS	**$7,500**
Finalize MDP and ER	
Property Owner Petition Drive	
Assessment Ballot and Notice	
Attend City Council Meetings	*Billed hourly*
TOTAL	**$25,000**
Travel expenses billed @ cost not to exceed	*$1,500*

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Kellan Martz, Interim City Attorney

Subject: UPDATE ON CLOSED SESSION MATTERS RELATED TO THE RALPH M. BROWN ACT AND DISTRICT ATTORNEY RESPONSE

Date: October 21, 2026

Agenda Item: 12.C

RECOMMENDATION:

Receive and file the City Attorney's update concerning the Ventura County District Attorney's response regarding the City Council's June 23 and June 30, 2026 closed sessions.

BACKGROUND:

At special meetings held on June 23 and June 30, 2026, the City Council met in closed session under Government Code section 54957(b)(1) to conduct a performance evaluation of the City Manager. The agenda described the item as "Public Employee Performance Evaluation" and identified the position as City Manager. Section 54957(b)(1) permits a legislative body to meet in closed session during a regular or special meeting to consider the evaluation of performance.

The City Manager's employment agreement has a fixed term ending June 30, 2027. The closed session discussions did not address or purport to amend the agreement, shorten or extend its term, terminate the City Manager's employment, or otherwise change the agreement. Nor could they, because the status of the agreement was not listed on the agenda. The City Manager remains employed under the same agreement and on the same terms.

After the meetings, a public communication from the City stated that the agreement would sunset on June 30, 2027 and discussed the City's anticipated transition to a future City Manager. A member of the public's complaint later alleged that the Council had collectively decided not to renew the agreement and was required to publicly report that decision and each Councilmember's vote or abstention.

The City responded to the allegations on August 24, 2026. On September 9, 2026, the District Attorney made a preliminary finding that the Council had made a nonrenewal decision and failed to report that action under Government Code section 54957.1(a)(5). The District Attorney invited a further response. The City appreciates the District Attorney’s review and provides the following additional information and clarification regarding the preliminary conclusion.

ANALYSIS:

The Brown Act distinguishes discussion from action. It permits a legislative body to discuss a public employee's performance in closed session. A public report is required when the body takes action in closed session to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee. (Gov. Code, Section 54957.1(a)(5).)

A formal vote is not the only way a legislative body may act. Government Code section 54952.6 defines "action taken" to include a collective decision made by a majority, a collective commitment or promise by a majority to make a positive or negative decision, or an actual majority vote. The question is therefore not limited to whether a motion or vote occurred. The question is whether a majority of the Council actually made a collective decision or commitment as a body. No collective decision or commitment was made.

The Council discussed the City Manager's performance, as the posted closed-session item permitted. It did not vote, reach a collective decision, or make a collective commitment or promise to terminate, amend, renew, or not renew the employment agreement. No action changed the City Manager's employment status or any contractual right or obligation.

Council members were aware that the agreement expires on its own terms on June 30, 2027, and that no action was required on the Council's part to change that. Awareness is not an action. Individual Councilmembers may have had their own views about the agreement's existing sunset provision or what that provision could mean for the City's future planning. A member may also leave a discussion with an impression that other members hold similar views. Individual views or impressions, however, are not by themselves a collective decision or commitment by the Council. Whether a discussion amounts to a collective decision or commitment is a legal threshold under the Brown Act, and that threshold was not reached here. For Brown Act purposes, the legal distinction is between Councilmembers' individual thoughts and a majority acting collectively as the City's legislative body. The latter did not occur, nor could it occur, in view of the limited scope of the closed session agendas.

The agreement already provided that it would end on its own terms on June 30, 2027. No Council action was necessary to "non-renew" the agreement, given that sunset provision. Section 54957.1(d) confirms that the reporting statute does not require a legislative body to approve an action that is not otherwise subject to its approval. Communicating the agreement's existing expiration date likewise did not amend the agreement or constitute a decision concerning renewal or nonrenewal.

The District Attorney's preliminary conclusion relies on an inference the City does not believe is supported.

The preliminary conclusion relies substantially on language in the later public communication describing a Council "decision" and a future transition. That wording was imprecise and should not be treated as a legal characterization of what occurred in closed session. The public communication and public report was unfortunately imprecise and that imprecision has led to a misunderstanding of what occurred in closed session. While that is regrettable, the imprecise wording in the City's communications does not change the fact that the Council did not act on the term of the agreement in closed session within the meaning of section 54952.6. That determination must be based on what the Council actually did as a body, not speculation

that has arisen solely as a result of imprecision.

The reference to "nonrenewal" in section 54957.1(a)(5) addresses the timing of a report when a legislative body actually takes nonrenewal action. It does not eliminate the threshold requirement that action must first have occurred. Nonrenewal may be reportable when a body votes or collectively commits not to renew, or when an agreement requires affirmative action or notice to prevent renewal. Here, the agreement had a fixed expiration date and the Council made no collective renewal or nonrenewal decision.

The District Attorney's letter discusses *Gillespie v. San Francisco Public Library Commission* (1998) 67 Cal.App.4th 1165. In that case, the library commission met in closed session and selected three candidates to submit to the mayor, who would make the final appointment. The court held that the commission could consider and select the nominees in closed session because it was participating in the appointment process. The court also held that the selection of nominees was not a final appointment or other action requiring a public report at that time. The District Attorney views the alleged nonrenewal here as a final employment decision and therefore believes Gillespie is different. The City's position is that no public report was required because the Council did not vote or otherwise make a collective decision or commitment concerning renewal or nonrenewal of the agreement.

Another case, *Furtado v. Sierra Community College* (1998) 68 Cal.App.4th 876, provides a useful comparison. There, a governing board met in closed session under an agenda item identifying a "Public Employee Performance Evaluation" and expressly voted not to renew the employee's contract. The case focused on agenda requirements and descriptions. Although the Furtado decision did not address the separate public-reporting requirement, it shows the important difference here: the board in Furtado took an actual vote not to renew, while the Council here took no vote and made no collective decision or commitment regarding renewal or nonrenewal.

The City remains committed to transparency and Brown Act compliance. The City is presenting this matter publicly so the allegations, the applicable legal standard, and the City's position are available to the Council and the community in one place. Because the City maintains that no reportable action occurred, this item is not a retroactive report-out of closed-session action and is not an admission of a Brown Act violation. It is a voluntary public clarification and a recommitment to the Brown Act and its requirements.

The City Attorney's Office will continue to review closed-session agendas, advise the Council regarding reportable action, and provide Brown Act guidance and training. This report is limited to information that may properly be discussed publicly and does not disclose confidential closed-session communications or waive any applicable privilege or protection.

STRATEGIC PLAN:

A public explanation of the City's Brown Act practices supports transparent, accountable, and effective City government.

FISCAL IMPACTS:

There is no direct fiscal impact associated with receiving this report.

OPTIONS:

1. Provide additional direction to staff consistent with the Brown Act.
2. Take no action.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: October 21, 2026

Agenda Item: 13.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

The attached Future Agenda Items forecast identifies anticipated agenda items for upcoming Council meetings as well as Study Session topics and long-range discussion items. Placing this forecast on the agenda affords the Council and the public the opportunity to discuss such topics and to make any recommendations. It should be noted this is only a forecast and may change over the course of time or based on feedback by the Mayor and City Manager during review of future agendas.

ANALYSIS:

Should a member of the City Council wish to introduce a future agenda topic, it should be done in compliance with the Council's adopted Manual of Procedural Guidelines, Section 5.1. Items introduced by a member of the Council during a Council meeting requires a second and should be reserved for time-sensitive matters needing attention within the proceeding 45 day period.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

11.4.2026_Future_Agenda_Items_lm.pdf

Santa Paula City Council Tentative Agenda Schedule

	Special Meeting Wednesday, October 28th - 6:00 pm	
Admin	Workshop on Smoking Ordinance	
	Regular Meeting Wednesday, November 4th - 6:30 pm	
P&R	Parks & Recreation Department Report	
Finance	Measure T Year End Presentation	
Finance	Measure R Year End Presentation	
Admin	Year-End Fiscal Review 2025-2026 and Q1 Fiscal Review 2026/2027	
HR	Water Department Reorganization Proposal	
Admin	Blanchard Library DIF Resolution	
CDD	PBID Façade Improvement Request	
Admin	Resolution of Support for Valleywide Hospital Services	
	Regular Meeting Wednesday, November 18th - 6:30 pm	
Admin	VRSD Presentation	
CDD	Community Development Department Report	
PD	PD Facility Phase 2 Bid Approval	
CDD	Downtown Vacancy Update	
	STUDY SESSION TOPICS	
Finance	Development Impact Fees (DIF)*	3rd Qtr.
CDD	Use of Triangle Property on Housing	4th Qtr.
CDD	RV Ordinance Review Workshop	4th Qtr.
P&R	Park Host Program	4th Qtr.
	FUTURE AGENDA ITEMS	
Legal	Fire MOU Amendment for Station 26	4th Qtr.
Admin	Electric Bike/Scooter Ordinance Options	3rd Qtr.
P&R	HVAC & Union Oil Building	3rd Qtr.
CDD	Remnant Parcel Annexation *	3rd Qtr.
PW	Plans and Specifications for Peck/Calpipe Street Improvement	3rd Qtr.
PW	Final design approval of bike trail at Telegraph & Roundabout	4th Qtr.
PW/Finance	Water/Sewer Rate Study	4th Qtr.
Legal	Nitric Oxide Restrictions Discussion	3rd Qtr.
CDD	Recreation Vehicle (RV) Parking	4th Qtr.
HR	Labor Agreements w/outside Unions	4th Qtr.
PW	Caltrans Cooperative Agreement	4th Qtr.
CDD	Central Business District Live Entertainment Introduction	4th Qtr.
CDD	Downtown Vacancy Update	

Activities associated with the Council's Strategic Plan*