City of Santa Paula

City Council

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL

WEDNESDAY, JUNE 4, 2025

6:30 PM - City Council Regular Meeting

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

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

CITY COUNCIL REGULAR MEETING

You are invited to participate in all Regular City Council meetings. Agendas are posted in the front of Santa Paula City Hall, 970 Ventura Street, Santa Paula, 72 hours in advance of the scheduled meetings. The City Council's regular meetings start at 6:30 p.m. the first and third Wednesday of each month in the City Hall Council Chambers located at 970 Ventura Street in Santa Paula. 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. Include the Agenda item number, when appropriate. ***Public comments are limited to 3 minutes.***

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

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

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

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

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

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 and Closed Sessions are not recorded and not available on Channel 10 or live feed on the city website.

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 PRIDE MONTH PROCLAMATION

   7.B RAY FRUTOS PROCLAMATION

7.C INTERFACE CHILDREN & FAMILY SERVICES PRESENTATION

7.D **CITY MANAGER'S DEPARTMENT REPORT - JANUARY 2025 - MAY 2025**
RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Department Report for City Manager's Department for January 2025 - May 2025.

Presented by: Dan Singer, City Manager

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 **CRAGOE PEST SERVICES, INC. AMENDMENT NO. 1**
RECOMMENDATION:
Staff Recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 1 to a Maintenance Services Agreement with Cragoe Pest Services, Inc. for Pest Services.

10.B **AWARD OF CONSTRUCTION CONTRACT FOR THE WATER RECYCLING FACILITY PHASE 1 BLOWER REPLACEMENT PROJECT**
RECOMMENDATION:

Staff recommends that the City Council:

1. Award a construction contract to Mehta Mechanical Company Inc. (MMC), for the Water Recycling Facility (WRF) Phase I Blower Replacement Project, CIP #9383 in the amount of $694,000, $200,000 of which will be contingent on approval of the FY 25/26 Budget.
2. Authorize the City Manager to execute the construction contract with MMC in a form approved by the City Attorney.
3. Authorize the City Manager to approve contract change orders as required and verified by staff in an amount not to cumulatively exceed 10% of the total contract amount.
4. Allocate $400,000 from CIP #9383 (2024-2025), $200,000 from CIP #9383 (2025-2026), and $213,400 from CIP #9215 (2024-2025) for construction of the WRF Phase I Blower Replacement Project.

10.C **AGREEMENT WITH STAR EDUCATION FOR SUMMER PROGRAM**

SERVICES

RECOMMENDATION:

Staff Recommends that the City Council:

1. Authorize the City Manager to execute an agreement with Star Education for Summer Camp Program Supplemental Services.

10.D **NOTICE OF COMPLETION FOR THE POLICE STATION SITE IMPROVEMENT PROJECT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the work performed by KemCorp Construction, Inc.

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

10.E **SECOND READING AND ADOPTION OF ORDINANCE NO. 1345 AMENDING CHAPTERS 16.07, 16.09, 16.11, 16.21, AND 16.27 OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING, AND THE GENERAL PLAN ZONING MAP TO CHANGE THE ZONE ON VARIOUS PROPERTIES GENERALLY LOCATED NORTH OF AND ADJACENT TO THE SANTA PAULA AIRPORT AND SOUTH OF HIGHWAY 126 FROM MANUFACTURING (M-1) TO AIRPORT OPERATIONAL (KO), AND FINDING THE ACTIONS TO BE STATUTORILY EXEMPT FROM CEQA**

RECOMMENDATION:

Staff recommends that the City Council conduct the second reading of and adopt Ordinance No. 1345, entitled "An Ordinance amending Chapters 16.07, 16.09, 16.11, 16.21, and 16.27 of the Santa Paula Municipal Code in order to correct inconsistencies, outdated language and formatting, and the General Plan Zoning Map to change the zone on various properties generally located north of and adjacent to the Santa Paula Airport and south of Highway 126 from Manufacturing (M-1) to Airport Operational (KO), and finding the actions to be statutorily exempt from CEQA"

11. ACTION ITEMS

11.A **DISCUSSION TO AMEND SANTA PAULA MUNICIPAL CODE CHAPTER 152 MOBILE PARK RENT STABILIZATION ORDINANCE TO ADD THE RIGHT TO APPEAL TO CITY COUNCIL**

RECOMMENDATION:

Staff recommends City Council discuss amending Chapter 152 of the Santa Paula Municipal Code to allow appeal of Mobile Home Rent Review Commission decisions to City Council.

Presented by:
Monica Castillo, City Attorney

James Mason, Community & Economic Development Director

11.B **LICENSE AGREEMENTS WITH POTENTIAL UNION OIL BUILDING USERS**

RECOMMENDATION:

Staff Recommends that the City Council:

1. Authorize the City Manager to enter into license agreements with the Santa Paula Historical Society and Leap Lab: Ventura County Science Center for use of the Union Oil Building.

PRESENTED BY: GREG BARNES, PARKS AND RECREATION DIRECTOR

11.C **FUNDING OPTIONS FOR THE CITY'S PAVEMENT MANAGEMENT PROGRAM**

RECOMMENDATION:

It is recommended that the City Council:

a) Receive a presentation on funding options related to an accelerated pavement management program, and
b) Provide direction to staff on the preferred option.

Presented by: Robert Woodward, City Engineer

11.D **SOLAR STREET LIGHT PILOT PROJECT (SSLPP)**

RECOMMENDATION:

Staff recommends Council:

1. Consider options for replacement of streetlights on 8th Street between Harvard and Main with solar powered, decorative poles and fixtures.
2. Authorize staff to move forward with request for final quotes or provide other direction as may be desired.

Presented by: Dale Goodman, Public Works Director

11.E **DRAFT CITY COUNCIL 2-YEAR STRATEGIC PLAN FOR 2025-2027**

RECOMMENDATION:

Staff recommends City Council:

1. Receive any public comments and provide staff feedback and direction as it relates to the final draft of Council's 2025-2027 Strategic Plan (Exhibit A).

Presented by: Jonathan Royas, Deputy City Manager

12. ITEMS FOR FUTURE AGENDAS

12.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items.

13. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On_____at_____Signed:_____

Julie Latshaw

City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: CITY MANAGER'S DEPARTMENT REPORT - JANUARY 2025 - MAY 2025

Date: June 4, 2025

Agenda Item: 7.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Department Report for City Manager’s Department for January 2025 - May 2025.

Presented by: Dan Singer, City Manager

BACKGROUND:

City Manager

- Finalizing efforts on Citywide Compensation Study.
- Participated in labor negotiations for upcoming MOU agreements.
- Oversight and development of the upcoming two-year City budget.
- Advanced citywide continuity planning effort to further operational resilience.
- Represented Santa Paula at the League of California Cities City Managers Conference (Feb. 4–7).
- Participated in the Southern California Association of Governments (SCAG) Conference.

Deputy City Manager

Administrative

- Managed Council’s two-year Strategic Plan renewal, workshops, and community feedback.
- Coordinated annual Cruise Night stakeholder outreach and fee waiver request.

- Developed and implemented Measure R Oversight Guidelines and CDTFA fee agreement.
- Leading MaintStar training and future resident engagement efforts across departments.
- Assisted with tenant negotiation agreements for Union Oil Building.
- Represented Santa Paula at the League of CA Cities City Managers Conference and participated in Cal Cities Executive Committee.
- Presented at SPUSD Career Day at Isbell Middle School (Feb 28).
- Oversaw installation of downtown trash receptacles.
- Coordinate City support for the Isabella Project with National League of Cities (NLC) and VCCF.
- Launched Citywide AI Pilot Program.
- Led ongoing Santa Paula Trail Connectivity Project and hosted Community Meeting (March 20) and school presentation (Isbell MS, April 9).
- Submitted two Cal Cities Helen Putnam Award applications:
  • Public Trust, Ethics, and Community Involvement
  • Ruth Vreeland Award for Youth Engagement

Grants

- Secured $1 million from VCTC for Bike Trail Connectivity Project.
- Submitted:
  • $4M ORLP Grant for Santa Paula Creek Sports Park Phase II (grant process frozen currently)
  • $4.2M STBG/CMAQ application for Bike Trail Connectivity Project
- Managed SS4A grant reporting.
- Continued coordination with EPA for Crosstown Pipeline funding.
- Attended CETF broadband grant meetings with AmeriCorps Fellows.
- Led LATA grant efforts and reporting.
- Led CETF grant efforts and reporting.

Economic Vitality

- Participated in two County Economic Vitality Strategic Planning sessions.
- Promoted Santa Paula through Heritage Valley Tourism Bureau and statewide publications.

- Developed and distributed Façade Improvement Program outreach materials.

- Led Santa Paula Business Connect visits:
  • Flight 126, Frank's Hardware, Santa Paula RV, El Pescador, Daisy's Tires, Bunnin Chevrolet, The Draft, United Site Services, Miner's Ace Hardware, ARCO

- Supported Santa Paula Arte & Cultura Collective.

- Coordinated ribbon cuttings:
  • Parque 1055, The Kollective Studio, Rocketbins, Lokahi Lab Vet @ Ventura College

Legislative Affairs

- Coordinated Council's Legislative Platform update.

- Requested letters of support for Crosstown Pipeline from:
  • Assemblymember Bennett, Sen. Limón, and Supervisor Long

- Issued advocacy letters:
  • Support: Harmony Project, SB 456 (Muralist)
  • Oppose: SB 634 (Unhoused)
  • Support: Santa Paula Medical Office Project, County Ag & Community Facility

- Attended County Legislative Sessions and League of CA Cities Leaders Summit.

- Conducted federal advocacy visit to Washington, D.C. (March 25–27) with the Mayor.

- Coordinated state-level meetings with local legislators.

Public Information Office (PIO)

- Coordinated Santa Paula Sports Park Grand Opening and coin design.

- Hosted County PIO Quarterly Meeting (shared Water Main lessons).

- Led FEMA Flood Outreach and Strategic Plan Community Survey efforts.

- Promoted Measure R Oversight Committee recruitment.

- Created and distributed 11 press releases.

Employee Engagement

- Launched "Employee of the Year" Council recognition and presentation.

- Facilitated a Management Retreat focused on continuity and succession planning

- Researched and prepared initial steps for citywide Employee Engagement Survey.

- Coordinated StrengthFinders Workshop for new staff.

- Hosted an annual employee recognition breakfast and spring All Hands meeting.
- Production of department spotlight videos for All Hands meetings.
- Supported exploration of efforts such as a "Job Swap" day for employees and “Bring Your Co-Worker to Work Day."

Management Fellows

- Managed social media, Zencity engagement, and video production:
  • Monthly Newsletter, Agenda Navigation, Calendar Tutorial, Water Softener PSA
- Implemented ADA compliance on City website.
- Produced and installed 5 new Veterans Park military banners.
- Produced emergency PSAs and Spanish-language Council previews.
- Uploaded past Council meetings to YouTube for accessibility.
- Coordinated Business Roundtables with Chamber of Commerce:
  • Jan 30, Mar 20 (Harvard Blvd.), Mar 27 tabletop exercises
- Supported Climate Action Plan in coordination with County.
- Analyzed Low-Income Water Subsidy Program for Council.
- Researched drone policy in partnership with Police Department.
- Produced Economic Development Video Series.
- Organized monthly staff birthday/anniversary celebrations.
- Managed bilingual “Your Santa Paula Connection” newsletter.
- Coordinated Chamber Awards and State of the City event.
- Supported Santa Paula Creek Regional Sports Park ribbon cutting.
- Conducted Spanish interpretation service audit.
- Coordinated department website updates and saved $800 annually on Districting webpage.
- Created bilingual content for AM1610 radio.
- Developed bill stuffers for Annual Water Report.
- Researched feasibility of “Bring Your Co-Worker to Work Day.”
- Created custom marketing materials (coins, plaques, stickers).

Human Resources Department

Administrative

- Continued to provide Human Resources and Risk Management support to City Departments and Employees
- Continued Labor Negotiations for successor Memorandum of Understandings (MOU's)

Employee Engagement and Recognition Activities

- Hosted Lunch & Learn: Work Life Balance

Employee Training and Development

- Compliance Training: Hazardous Materials Awareness; Flagging & Traffic Control Safety
- Supervisor Training: You're a Supervisor, Now What?; Prevention and Control of Absenteeism & Abuse of Sick Leave

R**ecruitment**

- Successfully recruited and onboarded:

Community and Economic Development - Administrative Analyst I

Police - Records Technician

Information and Technology Department

- Completed first stage of data conversion for the new Mark43 police records system.
- Completed first stage of connecting police data systems to Mark43.
- Installed communication equipment on the new Mesa East tank supporting the City network and the Water network.

City Clerk's Office

-
    - Processed 21 City Council agendas and minutes.
    - Attended 6 Bid Openings.
    - Continue to update Maddy Act for 2025 as changes are made.

- Processed Commission/Committee/Board applications, interviews, and oaths for two Mobile Home Rent Review Commission; two Parks and Recreation Commission; and five Measure R Oversite Committee.
- Continue to advertise and accept applications for Commissions, Committees, and Boards.
- Completed the process for the Annual Fair Political Practice Commission Form 700.
- Processed 107 Public Records Requests.
- Processed and Posted 10 Notice of Publications.

Continue to work with Records Consultant on Implementation and Destruction Procedures and Training.

ANALYSIS:

None

STRATEGIC PLAN:

None

FISCAL IMPACTS:

None

OPTIONS:

None

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: CRAGOE PEST SERVICES, INC. AMENDMENT NO. 1

Date: June 4, 2025

Agenda Item: 10.A

RECOMMENDATION:

Staff Recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 1 to a Maintenance Services Agreement with Cragoe Pest Services, Inc. for Pest Services.

BACKGROUND:

In early 2023, Public Works and Parks and Recreation staff identified the need for professional pest management services. In 2023, staff solicited responses from qualified pest control companies.

Following a thorough review of the responses, staff selected Cragoe Pest Services, Inc. as the preferred vendor.

ANALYSIS:

Cragoe Pest Services, Inc. has consistently demonstrated its value as a reliable vendor to the City. The company currently provides comprehensive pest management services across all City-owned properties, including buildings, parks, and grounds.

Amendment No. 1 increases the annual not-to-exceed compensation by $22,000 for a contract increase total of $66,000, to encompass the Santa Paula Creek Sports Park and the Corporate Yard, and extends the term of the contract an additional three year through June 30, 2028.

STRATEGIC PLAN:

This item does not directly address any of Council's Strategic goals. However, it is important for the health and safety of both the public and city employees.

FISCAL IMPACTS:

There is sufficient budget through the end of this fiscal year and future years funding has been

requested in both Public Works and Parks & Recreation's operating budgets to support these necessary services. The contract is contingent on budget availability in future year budgets.

Prior to the vendor providing any services, they are issued a Purchase Order identifying the up to amount and all related funds; these amounts and fund availability is confirmed by Finance Department staff.

OPTIONS:

In addition to staff's recommendations, the City Council has the following options:

1. Do not approve Amendment No. 1 and solicit new proposals for pest control. If City Council does not approve the amendment this evening, staff would not have a pest services provider at the start of the new fiscal year as the current agreement is set to lapse on June 30th, 2025.

2. Provide alternate direction.

ATTACHMENTS:

EXHIBIT-A-Cragoe Pest Services Agreement.pdf
EXHIBIT-B-Cragoe_Amendment_No._1 (1).docx
EXHIBIT C - Ex. A to Amendment No. 1

CITY OF SANTA PAULA
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this **March 1, 2023** by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and **CRAGOE PEST SERVICES, INC.**, a California corporation with its principal place of business at 885 Patriot Drive, Ste D, Moorpark, CA 93021 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing pest control services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for citywide pest control ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **March 1, 2023 to June 30, 2025**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. This Agreement may be extended by mutual written agreement of the Parties, provided that any extension that causes the total compensation under this Agreement to exceed $50,000 shall first be approved by the City Council.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" (Service Contract) attached hereto and incorporated herein by reference. The total compensation shall not exceed **$42,200** without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Contractor shall indicate in the monthly itemized statement any Extra Work performed. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project at the rates listed in Appendix B (Rate Sheet for Additional Services) to Exhibit "A" (Service Contract). Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative. Extra Work that results in an increase to total compensation exceeding $50,000 will require City Council approval.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income

tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Performance of Services. Contractor shall perform the Services expeditiously within the term of this Agreement. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's satisfaction of these conditions, City shall respond to Contractor's submittals in a timely manner.

3.3.3 Conformance to Applicable Requirements. All work performed and completed by Contractor shall be subject to the approval of City.

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

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

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

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

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones which may be provided in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars ($500) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

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

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

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any Extra Work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to

the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Sections 3.3.10.1 and 3.3.10.2.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Santa Paula, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

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

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall promptly report to the City any and all insurance claims submitted by Contractor to its insurrer in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks,

confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface

improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. To the extent applicable, Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized 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 Agreement 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 City's approval of work, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, correct any portions of the work (or work of other contractors) that do not conform to the requirements herein. For any work so corrected, Contractor's obligation hereunder to correct non-conforming 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 Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance"

projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

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

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

3.5 Termination of Agreement.

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

Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

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

created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Contractor:
Cragoe Pest Services, Inc.
885 Patriot Dr. Ste D
Moorpark, CA 93021

City:
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
Attn: Greg Barnes, Parks & Recreation Director

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

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any

subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.7.7 City's Right to Employ Other Contractors. City reserves the right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

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

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

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

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor in the performance of the Services is a "consultant" (as such term is defined in the California Political Reform Act and more specifically Section 18700.3 of the California Code of Regulations), Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's City Clerk. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND CRAGOE PEST SERVICES, INC.

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

CITY OF SANTA PAULA

Approved By:

Dan Singer
City Manager

Approved as to Form:

Monica Castillo
Interim City Attorney

Attested By:

Julie Latshaw
City Clerk

CRAGOE PEST SERVICES, INC.

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

By: _____

Its: President

Printed Name: David L.A. Cragoe

By: _____

Its: Secretary

Printed Name: Ruth L. Cragoe

_____
Contractor's License Number and Classification

_____
DIR Registration Number

EXHIBIT A TO
MAINTENANCE SERVICES AGREEMENT
(Service Contract)

[Attached behind]

Appendix A

FACILITY/PARK/AREA	ADDRESS	SERVICES	PRICE
Old Fire Station Storage	735 E. Santa Barbara St.	Rodents	$40
Train Depot Station	200 N. 10th St.	Rodents	$40
Corporate Yard	903 Corporation St.	Rodents	$60
Police Department (includes Detective trailer [modular])	214 S. 10th St.	Rodents & Pest Control	$90
Planning & Economic Development	200 S. 10th St.	Rodents & Pest Control	$60
Community Center	530 W. Main St.	Rodents & Pest Control	$65/month Rodent Service: 2x/month
Cultural Arts Bldg	530 W. Main St	Pest Control	$40
Ebell Park	E. Main St & S. 7th St.	Rodents (burrowing)	$30
Harding Park	Harvard Blvd	Rodents (burrowing)	$80/month Rodent Service: 2x/month
Las Piedras Park	413 N. 13th St.	Rodents (burrowing)	$40
Youth Center	413 N. 13th St.	Pest Control	$30
Manor Ridge Slopes	Manor Ridge	Rodents (burrowing)	$55
Mill Park	Ojai Rd.	Rodents (burrowing)	$40
Obregon Park	Richard Rd.	Rodents (burrowing)	$35
Recreation Park (separate from Harding Park)	Harvard Blvd	Rodents (burrowing)	$35
Reservoir & Anderson Tank		Rodents (burrowing) (Will be requested on a per diem basis, can be expected quarterly/semi-annual)	$
Water Yard	180 S. Palm Ave	Rodents & Pest Control	$70
Steckel Water Treatment Facility	832 E. Main St.	Rodents & Pest Control	$55
Santa Paula City Hall	970 E. Ventura St.	Rodents & Pest Control	$45
Teague Park	W. Harvard Blvd & S. Steckel Dr.	Rodents (burrowing)	$40
Veterans' Park (includes Post Office planter boxes)	970 E. Ventura St. & 111 S. Mill Street (Post Office)	Rodents (burrowing)	$40
Water Recycling Facility	901 Calpipe Rd.	Rodents (burrowing and bait boxes) and monthly Pest Control	$150
	TOTAL		$1,140

Prices shall be according to a monthly basis unless specified otherwise

Annual prices will be adjusted according to the consumer price index.

Cragoe Pest Services, Inc.
Phone: (805) 446-7003
Fax: (805) 446-7005
Toll Free: 1-888-CRAGOE3
272-4633
885 Patriot Drive, Suite D
Moorpark, CA 93021-3353

Appendix B

City of Santa Paula – Rate Sheet for Additional Services

As-Needed Service	Price
Reservoir & Anderson Tank (Burrowing Rodents)	$80
Bee/Wasp Removal (Live Insects)	$175
Bee Comb Removal and Exclusion	$TBD
Bird Removal/Exclusion/Repellent	$TBD
Opossum/Feral Cat Trapping	$375
Skunk Trapping	$475
Racoon Trapping	$575
Rodent Exclusion	$TBD
Snakes (Must babysit snake until we arrive)	$150

Cragoe Pest Services, Inc.

885 Patriot Drive, Suite D, Moorpark, CA 93021-3353
www.cragoe.net Phone: (805) 446-7003 Toll Free: (888) CRAGOE3
272-4633

Service Contract

Property Identification (Client's Name) City of Santa Paula
Location Various facilities (Address) Santa Paula (City) 93061 (Zip)
Phone (805) 933-4203 Mobile (805) 807-8968 Other
Billing Name City of Santa Paula Email FinanceAP@spcity.org
Address P.O. Box 569 City Santa Paula State CA Zip 93061
Phone (805) 933-4203 Mobile (805) 807-8968 Other
Invoice to ☑ Email ☐ Mail ☐ Autopay

Scope of Work

What's Covered	Method	Service Frequency
☑ Gophers	☑ Gassing	☐ First Month $
☑ Ground Squirrels	☑ Baiting	$
☐ Meadow Mice (Voles)	☑ Burrow/Runway	☑ Once/Month $ 1,140
☑ Rats	☑ Rat/Mouse Bait Stations	$
☑ House Mice	Quantity As needed	☐ Twice/Month $
☐ Raccoon	☑ Ground Squirrel Stations	$
☐ Opossum	Quantity As needed	☐ Bimonthly $
☐ Skunks	☐ Traps #	☐ Quarterly $
☐ Pigeons	☐ Live Traps #	☐ One Time $
☑ Insects	☐ Exclusion	$
☐ Other	☑ Spray and/or Granules	*Price quotes valid for 60 days*

Details: Control crawling insect-type pests such as ants, spiders, earwigs, silverfish, crickets, oriental cockroaches, sow bugs, and pillbugs, using a pesticide application (Bifenthrin .06%, Bifenthrin granular .02%, Fipronil .06%, or Chlorfenapyr .50%).
Insecticide treatment will be made to exterior of select buildings where pest control is designated (see Appendix A). Treatment will be made for burrowing rodents in landscape and park areas as listed (Appendix A). Bait stations for rats and house mice will be used in areas where rodent control is indicated. Service frequency for each location will be performed once per month, unless otherwise stated, but all locations may not be serviced on the same day. See Appendix B for rate sheet for additional and as-needed services. Annual prices will be adjusted according to the consumer price index.

Satisfaction Guaranteed. If you are not satisfied with the job we have done, you do not pay for the most recent service. Period.

Damages Limited. The amount you can recover is limited to the money you owe (or if you have already paid, the money you have paid) for the most recent service. Under no circumstances will Cragoe Pest Services, Inc. be liable for any amount over and above its fee for the most recent service rendered. This means, for example, that Cragoe Pest Services, Inc. will not be liable for consequential or incidental damages of any kind. Cragoe Pest Services, Inc. will not be responsible for damages due to death or injury to plants, animals or people, damage or destruction of property, or ground subsidence or slope failure. If any of the foregoing limitations of liability are found to be void or unenforceable, the limitations will be enforced to the maximum extent permitted by applicable law.

Term/Cancellation. Unless the "One Time" box is checked under "Service Frequency," above, this contract shall be for a period of one twelve months. Unless this contract is cancelled, it will be automatically renewed for another twelve months. This agreement may be cancelled at any time by either party upon written notice 30 days in advance of cancellation date.

Disputes. If there is a dispute or disagreement concerning this agreement, the parties agree that they will try to resolve it between themselves. If they cannot reach agreement, any claim, dispute or other matter in question relating in any way to this agreement will be submitted to binding arbitration, including disputes concerning arbitrability. The arbitration will be conducted before a single arbitrator, under the rules of the American Arbitration Association. The arbitrator will be selected by the mutual agreement of the parties. If the parties cannot agree, the arbitrator will be selected by the American Arbitration Association. The prevailing party will be entitled to its reasonable attorneys' fees. Arbitration can be commenced by written demand of either party to the other party and to the American Arbitration Association.

Client's Agent. If the client has authorized an agent (such as a property management firm) to act on its behalf in signing this contract, the client is responsible to pay for the services rendered even if the agent is terminated or replaced. If the client terminates or replaces its agent or property manager, client will so notify Cragoe Pest Services, Inc., in writing, within 14 days.

Payment terms for monthly contracts are net 30 days; One Times are due and payable at the time of service.

6/24/2022 (DC)
C.P.S Inc. Representative Date

Client Signature Date

Please Type Name

We appreciate your business!

EXHIBIT A TO
MAINTENANCE SERVICES AGREEMENT
(Service Contract)

[Attached behind]

Cragoe Pest Services, Inc.
885 Patriot Drive, Suite D, Moorpark, CA 93021-3353
www.cragoe.net Phone: (805) 446-7003 Toll Free: (888) CRAGOE3
272-4633

Service Contract

Property Identification (Client's Name) City of Santa Paula
Location Various facilities (Address) Santa Paula (City) 93061 (Zip)
Phone (805) 933-4203 Mobile (805) 807-8968 Other
Billing Name City of Santa Paula Email FinanceAP@spcity.org
Address P.O. Box 569 City Santa Paula State CA Zip 93061
Phone (805) 933-4203 Mobile (805) 807-8968 Other
Invoice to ☑ Email ☐ Mail ☐ Autopay

Scope of Work

What's Covered	Method	Service Frequency
☑ Gophers	☑ Gassing	☐ First Month $
☑ Ground Squirrels	☑ Baiting	$
☐ Meadow Mice (Voles)	☑ Burrow/Runway	☑ Once/Month $ 1,140
☑ Rats	☑ Rat/Mouse Bait Stations	$
☑ House Mice	Quantity As needed	☐ Twice/Month $
☐ Raccoon	☑ Ground Squirrel Stations	$
☐ Opossum	Quantity As needed	☐ Bimonthly $
☐ Skunks	☐ Traps #	☐ Quarterly $
☐ Pigeons	☐ Live Traps #	☐ One Time $
☑ Insects	☐ Exclusion	$
☐ Other	☑ Spray and/or Granules	***Price quotes valid for 60 days***

Details: Control crawling insect-type pests such as ants, spiders, earwigs, silverfish, crickets, oriental cockroaches, sow bugs, and pillbugs, using a pesticide application (Bifenthrin .06%, Bifenthrin granular .02%, Fipronil .06%, or Chlorfenapyr .50%).

Insecticide treatment will be made to exterior of select buildings where pest control is designated (see Appendix A). Treatment will be made for burrowing rodents in landscape and park areas as listed (Appendix A). Bait stations for rats and house mice will be used in areas where rodent control is indicated. Service frequency for each location will be performed once per month, unless otherwise stated, but all locations may not be serviced on the same day. See Appendix B for rate sheet for additional and as-needed services. Annual prices will be adjusted according to the consumer price index.

Satisfaction Guaranteed. If you are not satisfied with the job we have done, you do not pay for the most recent service. Period.

Damages Limited. The amount you can recover is limited to the money you owe (or if you have already paid, the money you have paid) for the most recent service. Under no circumstances will Cragoe Pest Services, Inc. be liable for any amount over and above its fee for the most recent service rendered. This means, for example, that Cragoe Pest Services, Inc. will not be liable for consequential or incidental damages of any kind. Cragoe Pest Services, Inc. will not be responsible for damages due to death or injury to plants, animals or people, damage or destruction of property, or ground subsidence or slope failure. If any of the foregoing limitations of liability are found to be void or unenforceable, the limitations will be enforced to the maximum extent permitted by applicable law.

Term/Cancellation. Unless the "One Time" box is checked under "Service Frequency," above, this contract shall be for a period of one twelve months. Unless this contract is cancelled, it will be automatically renewed for another twelve months. This agreement may be cancelled at any time by either party upon written notice 30 days in advance of cancellation date.

Disputes. If there is a dispute or disagreement concerning this agreement, the parties agree that they will try to resolve it between themselves. If they cannot reach agreement, any claim, dispute or other matter in question relating in any way to this agreement will be submitted to binding arbitration, including disputes concerning arbitrability. The arbitration will be conducted before a single arbitrator, under the rules of the American Arbitration Association. The arbitrator will be selected by the mutual agreement of the parties. If the parties cannot agree, the arbitrator will be selected by the American Arbitration Association. The prevailing party will be entitled to its reasonable attorneys' fees. Arbitration can be commenced by written demand of either party to the other party and to the American Arbitration Association.

Client's Agent. If the client has authorized an agent (such as a property management firm) to act on its behalf in signing this contract, the client is responsible to pay for the services rendered even if the agent is terminated or replaced. If the client terminates or replaces its agent or property manager, client will so notify Cragoe Pest Services, Inc., in writing, within 14 days.

Payment terms for monthly contracts are net 30 days; One Times are due and payable at the time of service.

David L Cragoe 6/24/2022 (DC)
C.P.S Inc. Representative Date

Client Signature Date

Please Type Name

We appreciate your business!

CUSTOMER RIGHT-TO-KNOW

California State law requires that you be given the following information:

CAUTION- PESTICIDES ARE TOXIC CHEMICALS

Structural Pest control companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following the application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or Poison control center, Poison Control Center at 800-876-4766 or The Poison Action Line at 1-800-222-1222, and Cragoe Pest Control Services, Inc. immediately.

For further information, contact any of the following:

Cragoe Pest Services, Inc.
885 Patriot Drive, Suite D
Moorpark CA 93021-3353
805-446-7003

For Health Questions:

Ventura County
Public Health Department
805-981-5101

Los Angeles County
Health Services Department
213-240-8101

Santa Barbara County
Public Health Department
805-681-5102

San Luis Obispo County
Public Health Services
805-788-2903

For Application Information:

Ventura County Agricultural Commissioner
805-933-3165

Los Angeles County Agricultural Commissioner
626-575-5466

Santa Barbara County Agricultural Commissioner
805-681-5600

San Luis Obispo County Agricultural Commissioner
805-781-5910

For Regulatory Information:

The Structural Pest Control Board
2005 Evergreen Street, Ste. 1500
Sacramento, CA 95815
916-561-8708

_____

Client Signature Date

Appendix A

FACILITY/PARK/AREA	ADDRESS	SERVICES	PRICE
Old Fire Station Storage	735 E. Santa Barbara St.	Rodents	$40
Train Depot Station	200 N. 10th St.	Rodents	$40
Corporate Yard	903 Corporation St.	Rodents	$60
Police Department (includes Detective trailer [modular])	214 S. 10th St.	Rodents & Pest Control	$90
Planning & Economic Development	200 S. 10th St.	Rodents & Pest Control	$60
Community Center	530 W. Main St.	Rodents & Pest Control	$65/month Rodent Service: 2x/month
Cultural Arts Bldg	530 W. Main St	Pest Control	$40
Ebell Park	E. Main St & S. 7 th St.	Rodents (burrowing)	$30
Harding Park	Harvard Blvd	Rodents (burrowing)	$80/month Rodent Service: 2x/month
Las Piedras Park	413 N. 13th St.	Rodents (burrowing)	$40
Youth Center	413 N. 13th St.	Pest Control	$30
Manor Ridge Slopes	Manor Ridge	Rodents (burrowing)	$55
Mill Park	Ojai Rd.	Rodents (burrowing)	$40
Obregon Park	Richard Rd.	Rodents (burrowing)	$35
Recreation Park (separate from Harding Park)	Harvard Blvd	Rodents (burrowing)	$35
Reservoir & Anderson Tank		Rodents (burrowing) (Will be requested on a per diem basis, can be expected quarterly/semi-annual)	$
Water Yard	180 S. Palm Ave	Rodents & Pest Control	$70
Steckel Water Treatment Facility	832 E. Main St.	Rodents & Pest Control	$55
Santa Paula City Hall	970 E. Ventura St.	Rodents & Pest Control	$45
Teague Park	W. Harvard Blvd & S. Steckel Dr.	Rodents (burrowing)	$40
Veterans' Park (includes Post Office planter boxes)	970 E. Ventura St. & 111 S. Mill Street (Post Office)	Rodents (burrowing)	$40
Water Recycling Facility	901 Calpipe Rd.	Rodents (burrowing and bait boxes) and monthly Pest Control	$ 150
	TOTAL		$ 1,140

Prices shall be according to a monthly basis unless specified otherwise

Annual prices will be adjusted according to the consumer price index.

Cragoe Pest Services, Inc.
Phone: (805) 446-7003
Fax: (805) 446-7005
Toll Free: 1-888-CRAGOE3
272-4633
885 Patriot Drive, Suite D
Moorpark, CA 93021-3353

Appendix B

City of Santa Paula – Rate Sheet for Additional Services

As-Needed Service	Price
Reservoir & Anderson Tank (Burrowing Rodents)	$80
Bee/Wasp Removal (Live Insects)	$175
Bee Comb Removal and Exclusion	$TBD
Bird Removal/Exclusion/Repellent	$TBD
Opossum/Feral Cat Trapping	$375
Skunk Trapping	$475
Racoon Trapping	$575
Rodent Exclusion	$TBD
Snakes (Must babysit snake until we arrive)	$150

AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND CRAGOE PEST SERVICES, INC.

This Amendment No. 1 is entered into as of the 4th day of June, 2025, by and between the CITY OF SANTA PAULA, a California municipal corporation (hereinafter "City"), and CRAGOE PEST SERVICES, INC., a California corporation (hereinafter, "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

SECTION 1: Recitals. This Amendment No. 1 is made with reference to the following facts and objectives:

A. In March of 2023, the City and Contractor entered into a Professional Services Agreement ("Agreement").

B. The Agreement, starting from March 1, 2023 and ending June 30, 2025 ("Term"), authorizes the City to utilize Contractor for Pest Management Services for a not-to-exceed amount of $42,200.

C. City and the Contractor now mutually desire by this Amendment No. 1 to extend the term of the contract to June 30, 2028.

D. The City and the Contractor mutually agree, through this Amendment No. 1, to increase the total contract consideration in accordance with the revised Exhibit A, which outlines the inclusion of additional services.

SECTION 2: Amendment. In consideration of the foregoing and under Section 8 of the Agreement, the Agreement is amended as follows:

A. Section 3.1.2., entitled "TERM" is amended to read as follows:

> "The term of this Agreement shall be from March 1, 2023 to June 30, 2028, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. This Agreement may be extended by mutual written agreement of the Parties."

B. Section 3.2.2., entitled "COMPENSATION" is amended to read as follows:

> "Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" (Service Contract) attached hereto and incorporated

herein by reference. The total compensation shall not exceed $22,000 per fiscal year without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

C. Exhibit A to the Agreement is replaced with Exhibit A to this Amendment No. 1.

SECTION 3: Counterparts. This Amendment No. 1 maybe executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

SECTION 4: Limited Amendment. Except as modified by this Amendment No. 1, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Amendment No. 1 and the Agreement, the provisions of this Amendment No. 1 shall control. Whenever the term "Agreement" is used in the Agreement shall mean the Agreement, as amended by this Amendment No. 1.

SECTION 5. **Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement as amended by this Amendment No. 1. Each Party warrants that the individuals who have signed this Amendment No. 1 have the legal power, right, and authority to enter this Amendment No. 1 and bind each respective Party.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND CRAGOE PEST SERVICES, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer
City Manager

Approved as to Form:

_____
Monica Castillo
City Attorney

Attested By:

_____
Julie Latshaw
City Clerk

CRAGOE PEST SERVICES, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

EXHIBIT A
TO
AMENDMENT NO. 1 TO
MAINTENANCE SERVICES AGREEMENT

[Attached behind]

Appendix A

Please price quote as follows:

FACILITY/PARK/AREA	ADDRESS	SERVICES	PRICE
Old Fire Station Storage	735 E. Santa Barbara St.	Rodents	$45
Train Depot Station	200 N. 10th St.	Rodents	$45
Corporate Yard	903 Corporation St.	Rodents	$70
Police Department (includes Detective trailer [modular])	214 S. 10th St.	Rodents & Pest Control	$100
Planning & Economic Development	200 S. 10th St.	Rodents & Pest Control	$70
Community Center	530 W. Main St.	Rodents & Pest Control	$80/month Rodent Service: 2x/month
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Ebell Park	E. Main St & S. 7 th St.	Rodents (burrowing)	$35
Harding Park	Harvard Blvd	Rodents (burrowing)	$90 /month Rodent Service: 2x/month
Las Piedras Park	413 N. 13th St.	Rodents (burrowing)	$45
Youth Center	413 N. 13th St.	Pest Control	$35
Manor Ridge Slopes	Manor Ridge	Rodents (burrowing)	$65
Mill Park	Ojai Rd.	Rodents (burrowing)	$45
Obregon Park	Richard Rd.	Rodents (burrowing)	$40
Recreation Park (separate from Harding Park)	Harvard Blvd	Rodents (burrowing)	$40
Reservoir & Anderson Tank		Rodents (burrowing) (Will be requested on a per diem basis, can be expected quarterly/semi-annual)	$
Water Yard	180 S. Palm Ave	Rodents & Pest Control	$80
Steckel Water Treatment Facility	832 E. Main St.	Rodents & Pest Control	$65
Santa Paula City Hall	970 E. Ventura St.	Rodents & Pest Control	$50
Teague Park	W. Harvard Blvd & S. Steckel Dr.	Rodents (burrowing)	$45
Veterans' Park (includes Post Office planter boxes)	970 E. Ventura St. & 111 S. Mill Street (Post Office)	Rodents (burrowing)	$45
Water Recycling Facility	901 Calpipe Rd.	Rodents (burrowing and bait boxes) and monthly Pest Control	$420
Harvest Park	Santa Paula St	Rodents (burrowing)	$220/month Rodent service: 2x/month
	TOTAL		$ 1,775

Prices shall be according to a monthly basis unless specified otherwise

Cragoe Pest Services, Inc.
885 Patriot Drive, Suite D, Moorpark, CA 93021-3353
www.cragoe.net Phone: (805) 446-7003 Toll Free: (888) CRAGOE3
272-4633

Service Contract

Property Identification (Client's Name) City of Santa Paula

Location Various Facilities (Address) Santa Paula (City) 93061 (Zip)

Phone (805) 933-4203 Mobile (805) 807-8968, Ext. _____ Other _____

Billing Name City of Santa Paula Email FinanceAP@spcity.org

Address P.O. Box 569 City Santa Paula State CA Zip 93061

Phone (805) 933-4203 Mobile (805) 807-8968, Ext. _____ Other _____

Invoice to ☑ Email ☐ Mail ☐ Autopay

Scope of Work

What's Covered	Method	Service Frequency
☑ Gophers	☑ Gassing	☐ First Month $ _____
☑ Ground Squirrels	☑ Baiting	$ _____
☐ Meadow Mice (Voles)	☑ Burrow/Runway	☑ Once/Month $ 1,775
☐ Rats	☑ Rat/Mouse Bait Stations	$ _____
☑ House Mice	Quantity _____	☐ Twice/Month $ _____
☑ Raccoon	☐ Ground Squirrel Stations	$ _____
☐ Opossum	Quantity _____	☐ Bimonthly $ _____
☐ Skunks	☐ Traps # _____	☐ Quarterly $ _____
☐ Pigeons	☐ Live Traps # _____	☐ One Time $ _____
☑ Insects	☐ Exclusion	$ _____
☐ Other _____	☑ Spray and/or Granules	*Price quotes valid for 60 days*

Details: Control crawling insect-type pests such as ants, spiders, earwigs, silverfish, crickets, oriental cockroaches, sow bugs, and pillbugs, using a pesticide application (Bifenthrin .06%, Bifenthrin granular .02%, Fipronil .06%, or Chlorfenapyr .50%).

Insecticide treatment will be made to exterior of select buildings where pest control is designated (see Appendix A). Treatment will be made for burrowing rodents in landscape and park areas as listed (Appendix A). Bait stations for rats and house mice will be used in areas where rodent control is indicated. Service frequency for each location will be performed once per month, unless otherwise stated, but all locations may not be serviced on the same day. See Appendix B for rate sheet for additional and as-needed services.

Satisfaction Guaranteed. If you are not satisfied with the job we have done, you do not pay for the most recent service. Period.

Damages Limited. The amount you can recover is limited to the money you owe (or if you have already paid, the money you have paid) for the most recent service. Under no circumstances will Cragoe Pest Services, Inc. be liable for any amount over and above its fee for the most recent service rendered. This means, for example, that Cragoe Pest Services, Inc. will not be liable for consequential or incidental damages of any kind. Cragoe Pest Services, Inc. will not be responsible for damages due to death or injury to plants, animals or people, damage or destruction of property, or ground subsidence or slope failure. If any of the foregoing limitations of liability are found to be void or unenforceable, the limitations will be enforced to the maximum extent permitted by applicable law.

Term/Cancellation. Unless the "One Time" box is checked under "Service Frequency," above, this contract shall be for a period of one twelve months. Unless this contract is cancelled, it will be automatically renewed for another twelve months. This agreement may be cancelled at any time by either party upon written notice 30 days in advance of cancellation date.

Disputes. If there is a dispute or disagreement concerning this agreement, the parties agree that they will try to resolve it between themselves. If they cannot reach agreement, any claim, dispute or other matter in question relating in any way to this agreement will be submitted to binding arbitration, including disputes concerning arbitrability. The arbitration will be conducted before a single arbitrator, under the rules of the American Arbitration Association. The arbitrator will be selected by the mutual agreement of the parties. If the parties cannot agree, the arbitrator will be selected by the American Arbitration Association. The prevailing party will be entitled to its reasonable attorneys' fees. Arbitration can be commenced by written demand of either party to the other party and to the American Arbitration Association.

Client's Agent. If the client has authorized an agent (such as a property management firm) to act on its behalf in signing this contract, the client is responsible to pay for the services rendered even if the agent is terminated or replaced. If the client terminates or replaces its agent or property manager, client will so notify Cragoe Pest Services, Inc., in writing, within 14 days.

Payment terms for monthly contracts are net 30 days; One Times are due and payable at the time of service.

5/21/2025 DC

C.P.S Inc. Representative Date

Client Signature Date

Please Type Name

We appreciate your business!

CUSTOMER RIGHT-TO-KNOW

California State law requires that you be given the following information:

CAUTION- PESTICIDES ARE TOXIC CHEMICALS

Structural Pest control companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following the application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or Poison control center, Poison Control Center at 800-876-4766 or The Poison Action Line at 1-800-222-1222, and Cragoe Pest Control Services, Inc. immediately.

For further information, contact any of the following:

Cragoe Pest Services, Inc.
885 Patriot Drive, Suite D
Moorpark CA 93021-3353
805-446-7003

For Health Questions:

Ventura County
Public Health Department
805-981-5101

Santa Barbara County
Public Health Department
805-681-5102

Los Angeles County
Health Services Department
213-240-8101

San Luis Obispo County
Public Health Services
805-788-2903

For Application Information:

Ventura County Agricultural Commissioner
805-933-3165

Santa Barbara County Agricultural Commissioner
805-681-5600

Los Angeles County Agricultural Commissioner
626-575-5466

San Luis Obispo County Agricultural Commissioner
805-781-5910

For Regulatory Information:

The Structural Pest Control Board
2005 Evergreen Street, Ste. 1500
Sacramento, CA 95815
916-561-8708

_____

Client Signature Date

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: AWARD OF CONSTRUCTION CONTRACT FOR THE WATER RECYCLING FACILITY PHASE 1 BLOWER REPLACEMENT PROJECT

Date: June 4, 2025

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Award a construction contract to Mehta Mechanical Company Inc. (MMC), for the Water Recycling Facility (WRF) Phase I Blower Replacement Project, CIP #9383 in the amount of $694,000, $200,000 of which will be contingent on approval of the FY 25/26 Budget.
2. Authorize the City Manager to execute the construction contract with MMC in a form approved by the City Attorney.
3. Authorize the City Manager to approve contract change orders as required and verified by staff in an amount not to cumulatively exceed 10% of the total contract amount.
4. Allocate $400,000 from CIP #9383 (2024-2025), $200,000 from CIP #9383 (2025-2026), and $213,400 from CIP #9215 (2024-2025) for construction of the WRF Phase I Blower Replacement Project.

BACKGROUND:

The Water Recycling Facility (WRF) has been in operation continuously since 2010 and is designed to treat wastewater flows up to 4.2 million gallons per day (MGD) with a peak operating capacity of 7.0 MGD. The WRF is maintained and operated by the Ventura Regional Sanitation District (VRSD). Blowers at the WRF are vital equipment and are used in various processes such as primary treatment with the aeration tanks, and secondary treatment with the membrane bioreactors and aerobic digesters. With a total of ten blowers throughout the facility, their primary function is to provide the necessary air flow to provide the oxygen as needed for the treatment processes. Without functional blowers the plant cannot operate.

The existing blowers at the WRF are nearing the end of their useful life and have required multiple repairs. A rental blower was used for a portion of 2022, and one blower was ultimately relocated from the digesters to the aeration blower system to provide required redundancy. Major servicing or repairs on blowers most recently occurred in July 2022 and May 2023. In May 2024, a used blower was donated to the WRF by the City of Lafayette in Colorado, which has been installed to replace the aeration blower which previously failed. Given the critical role of these blowers in the treatment process, replacement is crucial to maintaining operational efficiency and meeting the City's treatment needs. The lead times for

blower equipment are long, 4-6 months or longer in some cases. In December 2023, City Council approved creation of a new CIP (#9383) intended to provide recurring funding for a blower replacement program to install new blowers at the WRF.

The Phase 1 Blower Replacement Project consists of the replacement of two of the ten blowers present at the WRF: Membrane Blower 1 and Membrane Blower 2. These two blowers were selected for the first phase project due to their condition and relative cost. This work will include removal of the existing membrane blowers (which will be preserved onsite for spare parts while the phased blower replacements proceed), reconfiguration of surrounding piping as needed to accommodate the new equipment, equipment anchorage, and associated electrical improvements.

ANALYSIS:

Staff advertised an invitation for sealed bids on March 12, 2025. Three bids were received and opened on April 11, 2025. The bid results (Exhibit A) are as follows:

No.	Contractor	Base Bid
1	Mehta Mechanical Company Inc.	$694,000.00
2	Vicon Enterprise	$720,000.00
3	Innovative Construction Solutions	$849,500.00

The Engineer's Planning Estimate for the project construction is $634,000, which includes a 20% contingency. The lowest bidder was submitted by Mehta Mechanical Company Inc. in the amount of $694,000, which is approximately 9.1% higher than the engineer's estimate.

Staff reviewed the discrepancy between the bids and the engineer's estimate and believe the higher pricing is largely due to the current U.S. tariff impacts and market uncertainty on key construction materials such as power cabling, piping, and related components. Despite the higher than expected bids, staff recommends moving forward with award to maintain the phased project schedule and avoid further cost escalation. Delaying the project may increase overall costs due to ongoing supply chain volatility and continued rise in construction pricing.

Staff reviewed the bid submitted by MMC, verified licensing with the California State License Board and registration with the California Department of Industrial Relations, and checked references for past performance. All reviews were satisfactory.

Staff finds the bid of $694,000 submitted by MMC is an acceptable bid that is responsive and meets the requirements of the bid documents. Bidding rules require that the City Council award the construction contract to the lowest responsive and responsible bidder or reject all bids. The proposed contract is attached as Exhibit B.

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's construction is included in the FY 2024-2025 capital improvement budget under CIP #9383. Additional required budget is provided by budgetary transfers from CIP #9215 (Sewer Pipeline Rehab Program). Given the anticipated duration of the project (which will extend into the next fiscal year), FY 2025-2026 budget for CIP #9383 will also be used, should this budget be approved by Council. This budgetary summary is presented in Table 1 below.

Table 1: Project Costs – Sewer Construction

CIP Program	Account Number	Budget
CIP 9383 - WRF Blower Replacement (2024-2025)	610-5-9383-660	$613,400
CIP 9383 - WRF Blower Replacement (2025-2026)	610-5-9383-660	$200,000
	Total =	**$813,400**

The Public Works Department is requesting a budget transfer to be processed to move $213,400 from account number 610-5-9215-660 to account number 610-5-9383-660 for funding of construction management and engineering services (estimated at $50,000 as noted in Analysis, as well as needed construction costs).

2024-2025 CIP Program	Account	Increase	Decrease
CIP 9215 - Sewer Pipeline Rehab Program (2024-2025)	610-5-9215-660		$213,400
CIP 9383 - WRF Blower Replacement (2024-2025)	610-5-9383-660	$213,400	

OPTIONS:

The Council has the following available alternative option to Staff's recommendation:

1. Do not award the contract for construction and direct staff to rebid this project. This would delay construction of the project and critical equipment replacement and will affect WRF operations in the event of equipment failure.

ATTACHMENTS:

Exhibit A - Bid Results.pdf
Exhibit _B - Mehta Mechanical Company Construction Contract.pdf

EXHIBIT A

Water Recycling Facility Phase 1 Blower Replacement
Project Bid Results

CITY OF SANTA PAULA

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

PROJECT: **WATER RECYCLING FACILITY PHASE 1 BLOWER REPLACEMENT PROJECT IN THE CITY OF SANTA PAULA**

PROJECT No.:
Bid Date: **Friday, April 11, 2025**
Time of Opening: **3:30 PM**
Location: by zoom
LINK: https://us02web.zoom.us/j/86316050899?pwd=BPYFkmZUmaFwJdCanuB2EL5r5gpkXt.1
Meeting ID: 863 1605 0899

Passcode: 376753

Bidder Company Name/City	Bid Amount	Bond	Addendum/a
Mehta Mechanical Company, Inc. La Palma	$694,000.00		
Innovative Construction Solutions Costa Mesa	$849,500.00		
Vicon Enterprise Anaheim	$720,000.00		

April 11, 2025
Date

Andrew Sumanting
Administrative Analyst

April 11, 2025
Date

Julie Latshaw, CMC
City Clerk

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

EXHIBIT B

MMC Construction Contract

PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF SANTA PAULA AND
MEHTA MECHANICAL COMPANY INC.

This CONTRACT is entered into this XX^{xx} day of (Month), 2025, by and between the CITY OF SANTA PAULA, a general law city and municipal corporation ("City") and Mehta Mechanical Company Inc. ("Contractor").

1. WORK.

A. The Contractor shall provide all Work required by the Contract Documents ("Work"). The Contractor agrees to do additional Work arising from changes ordered by the City in accordance with the Contract Documents.

B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;

C. The Contractor shall furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.

D. "Contract Documents" means the Notice Inviting Sealed Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

2. **CONTRACT SUM.** The City agrees to pay the Contractor a sum not to exceed Six Hundred Ninety Four Thousand and no cents ($694,000.00) ("Total Compensation") for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents. Notwithstanding any contrary terms in the Contract Documents, Two Hundred Thousand Dollars ($200,000) of the Total Compensation is contingent on City Council approval of the City's FY 25/25 Budget, which will be considered on July 1, 2025.

3. TIME FOR PERFORMANCE.

A. The Contractor shall fully complete the Work within __180___ working days ("Contract Time").

B. The Contract Time shall commence when the City issues a notice to proceed. The Contract Documents shall supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.

C. The Contractor may not perform any Work until:

i. The Contractor furnishes proof of insurance as required by the Contract Documents; and

ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.

D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor shall complete the Work within the Contract Time.

E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

4. **DISPUTES.** Disputes arising from this contract shall be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.

5. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City shall promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification shall be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.

6. **TAXPAYER IDENTIFICATION NUMBER.** The Contractor shall provide the City with a Taxpayer Identification Number.

7. **PERMITS AND LICENSES.** Unless otherwise provided, the Contractor, at its sole expense, shall obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.

8. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said documents and materials as desired, but shall deliver all original materials to the City upon the City's written notice.

9. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any approval of such insurance by the City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.

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

11. **AUDIT OF RECORDS.** The Contractor shall maintain full and accurate records with respect to all services and matters covered under this Contract. The City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor shall retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

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

The City	**The Contractor**
City of Santa Paula City Hall P.O. Box 569 Santa Paula, CA 93061	Mehta Mechanical Company Inc. 5901 Fresca Dr. La Palma, CA 90623

Any such written communications by mail shall be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. **NO THIRD PARTY BENEFICIARY.** This Contract and every provision herein are for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

14. **INTERPRETATION.** This Contract was drafted in, and shall be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract shall be in Ventura County.

15. **BUSINESS LICENSE.** Unless waived in accordance with Santa Paula Municipal Code § 110.03(B), the Contractor and all sub-contractors must obtain a City Business License before executing this Contract.

16. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence shall be as follows:

    A. This Contract;

    B. The Standard Specifications; and

    C. Precedence of documents as determined in the Standard Specifications.

17. **SEVERABILITY.** If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract shall continue in full force and effect.

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

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

20. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

21. **CAPTIONS.** The captions of the paragraphs of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

22. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

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

CITY OF SANTA PAULA

_____
Dan Singer,
City Manager

ATTEST:

_____
Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo,
City Attorney

APPROVED AS TO CONTENT:

_____
Dale Goodman,
Public Works Director

Mehta Mechanical Company Inc.

_____
Jagat S. Mehta, President

_____
Mohan S. Mehta, Secretary

Taxpayer ID No. 33-0496592

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: AGREEMENT WITH STAR EDUCATION FOR SUMMER PROGRAM SERVICES

Date: June 4, 2025

Agenda Item: 10.C

RECOMMENDATION:

Staff Recommends that the City Council:

1. Authorize the City Manager to execute an agreement with Star Education for Summer Camp Program Supplemental Services.

BACKGROUND:

The Parks & Recreation Department has long provided a summer camp program for youth ages 5-14 in the community. Over the past three summers, the department has teamed up with the Santa Paula Unified School District to expand the offering into a full-day summer program.

Last summer's collaboration resulted in a successful all-day program, running from 8AM to 5PM, that served over 400 youth—at no cost to families.

Participants enjoyed a well-rounded experience, starting with morning classroom instruction, followed by a daily lunch, and then engaging in a variety of recreational and specialty-themed camps in the afternoon.

ANALYSIS:

As the City and School District embark on their fourth year of this successful collaboration, we will continue with last summer's model: academic instruction in the morning, followed by lunch, and then a range of recreational and enrichment activities in the afternoon.

To provide students with a diverse array of options, the Recreation Department will offer various sports and enrichment-themed afternoon camps. However, due to staffing limitations, not all of these camps will be hosted in-house. To enhance the program, the Recreation Department would like to partner with Star Education, which will help supplement and expand the available offerings this summer.

Star Education will primarily lead the enrichment camps, with a few exceptions, while the

Recreation Department will focus on staffing the sports camps.

Approval of this agreement will enable the department to honor its commitment to providing summer programming for over 400 youth.

Camp will be offered from 8am-5pm daily at two school sites (Blanchard Elementary and Barbara Webster Elementary). In addition, breakfast, lunch and an afternoon snack will be served.
The attached agreement provides for numerous enrichment and learning activities as outlined in the proposed scope of work. Parents can register their children by contacting the Santa Paula Unified School District.

STRATEGIC PLAN:

Approval of this item continues to move us closer to completing City Council's two-year Strategic Plan, Section F, Community Vitality, Objective #8, Work with the school district to create a joint use agreement for school and city facilities.

Although, this is not a joint use agreement, it does continue to build on and foster a good relationship with the school district. Staff from both the City and the District continue to work on the framework of a joint use agreement.

FISCAL IMPACTS:

The summer program is to be funded through the current City's agreement with the Santa Paula Unified School District approved by Council on February 13th, 2024.

OPTIONS:

City Council also has the following options:

1. Do not approve the agreement with Star Education.

2. Provide additional direction to staff.

The Parks & Recreation Department currently lacks the staffing capacity to accommodate 400 students. Without approval of this agreement, the department will be limited to offering space for 200 students in the afternoon session.

ATTACHMENTS:

EXHIBIT A: STAR Education Agreement Camp 2025.pdf

EXHIBIT A

STAR Education Agreement

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of June, 2025, 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 STAR Education a 501(c)3 Non-Profit Corporation, with its principal place of business at 10117 W. Jefferson Blvd. Culver City, CA 90232, Los Angeles County, State of California ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing themed recreation and enrichment classes and camps 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 2025 Summer Camp Program ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from June 17, 2025 to July 18, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three (3) additional one-year terms. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation for al hereunder shall not exceed **seventy-six thousand three hundred fifty-eight dollars** ($76,358) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

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

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

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

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a

manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the

employment of undocumented 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 subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which

must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant: STAR Education
10117 W. Jefferson Blvd.
Culver City, CA 90232
ATTN: Katya Bozzi, CEO

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: City Manager

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA AND STAR EDUCATION

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer
City Manager

Approved as to Form:

_____
Monica Castillo
City Attorney

Attested By:

_____
Julie Latshaw
City Clerk

STAR EDUCATION

By: _____

Katya Bozzi
Chief Executive Officer

EXHIBIT "A"
SCOPE OF SERVICES

Behind this page

STAR Summer Program 2025 Blanchard

Days: Monday through Thursday – 4-day contract
Dates: June 17, 2024 - July 18, 2025
Week 1: 6/17, 6/18 = 2 days
Week 2: 6/23, 6/24, 6/25, 6/26 = 4 days
Week 3: 6/30, 7/1, 7/2, 7/3, = 4 days
Week 4: 7/7, 7/8, 7/9, 7/10 = 4 days
Week 5: 7/14, 7/15, 7/16, 7/17 = 4 days
Total 18 days
Hours: 12:00p.m - 4:00 p.m.
Grades: K-5th Total Students: Not to exceed: 4,928 students per 18 days of program – Blanchard
Grades: K-5th Total Students:
Fees: $2,121 per day x 18 days totaling $38,179
Example Summer Camp Class Schedule
Subject to Revision

STAR Summer Program 2025 Barbara Webster

Days: Monday through Thursday – 4-day contract
Dates: June 17, 2024 - July 18, 2025
Week 1: 6/17, 6/18 = 2 days
Week 2: 6/23, 6/24, 6/25, 6/26 = 4 days
Week 3: 6/30, 7/1, 7/2, 7/3, = 4 days
Week 4: 7/7, 7/8, 7/9, 7/10 = 4 days
Week 5: 7/14, 7/15, 7/16, 7/17 = 4 days
Total 18 days
Hours: 12:00p.m - 4:00 p.m.
Grades: K-5th Total Students: - Barbara Webster Not to exceed: 2,464 students per 18 days of program
Fees: $2,121 per day x 18 days totaling $38,179
Example Summer Camp Class Schedule
Subject to Revision

Grand Total of Fees: $4,242 per day x 18 days totaling $76,358

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STAR Summer 2025 Class Descriptions

Class Description: Summer Fun 3D Printing and Design

In this exciting 3D printing class, students will explore the world of 3D design and printing using Tinkercad and 3D printers. Students will learn the basics of 3D printing, how to design custom objects using Tinkercad, and how to bring their ideas to life with a 3D printer. Through hands-on activities, demonstrations, and creative projects, students will develop problem-solving skills, spatial awareness, and creativity.

Class Description: Summer Art Creations

In this vibrant summer-themed art class, students will explore a variety of artistic techniques while celebrating the beauty of the season. Through painting, collage, and mixed media, students will develop their creativity and artistic expression. Each lesson focuses on a different summer-inspired project, helping students build confidence in their artistic skills while connecting with nature and seasonal changes.

Class Description: Introduction to Chess

In this beginner-friendly chess class, students will learn the fundamentals of the game, from understanding each piece's movement to mastering basic strategies. Through engaging lessons and practice games, students will develop critical thinking, problem-solving, and strategic planning skills.

Class Description: Summer Fun Cooking

In this fun and hands-on cooking class, students will explore the basics of cooking while learning essential kitchen skills and safety practices. Through simple and delicious recipes, students will gain confidence in the kitchen, develop healthy eating habits, and discover the joy of creating their own meals. Each lesson focuses on a specific cooking skill, helping students build a strong foundation in the culinary arts.

Class Description: Summer DIY Crafting

In this creative and hands-on class, students will explore a variety of fun and colorful DIY projects inspired by summer themes. Each lesson will introduce new crafting techniques, encouraging students to express their creativity while developing fine motor skills and attention to detail. Students will leave with unique, handmade items they can proudly display or gift to others.

Class Description: Summer Fashion Design

In this exciting and creative class, students will explore the world of summer fashion by designing outfits and accessories that reflect the vibrant and laid-back nature of the season.

Through hands-on activities, students will develop their design skills while learning about different styles, trends, and the role of accessories in completing a look. Each lesson focuses on a unique aspect of summer fashion, giving students the tools to create their own fashionable and functional pieces.

Class Description: LEGO Builders Adventure

In this fun and creative LEGO class, students will explore different themes and design challenges using LEGO bricks. Each lesson will focus on a new theme, such as building a farm, castle, summer camp, ice cream stand, or waterpark. Students will start with a short discussion about the theme, followed by a demonstration on key building techniques. They'll then have time to create their own unique designs, using their imagination and problem-solving skills. At the end of each class, students will share their creations and discuss the creative elements they used. This class encourages teamwork, creativity, and hands-on learning through the exciting world of LEGO!

Class Description: Summer Digital Art with Procreate

This exciting and creative course will guide students through various summer-themed digital art projects using Procreate on iPads. Each lesson is designed to introduce students to different techniques in digital illustration, including layering, texture creation, and utilizing Procreate's various tools. Students will have the opportunity to create vibrant and fun designs that capture the essence of summer while learning valuable digital art skills.

Class Description: Summer Fun in Minecraft Education Edition

In this exciting, hands-on course, students will use Minecraft Education Edition to build their dream summer destinations. From tropical beach resorts to water parks and vacation homes, each lesson will guide students through the creative process of designing and building summer-themed structures within the Minecraft world. Throughout the class, students will explore design concepts, teamwork, and problem-solving while honing their digital building skills. At the end of each lesson, students will have the opportunity to present and share their creations, receiving feedback and suggestions from peers.

Class Description: Active Summer Fun - Fitness and Sports Skills

In this engaging and dynamic class, students will participate in a series of fun and challenging physical activities designed to improve their fitness, coordination, and teamwork. Through a variety of games, drills, and exercises, students will develop essential skills such as agility, balance, coordination, and speed, all while having fun in a supportive and active environment.

Class Description: Summer Adventures in Theatre

In this exciting and imaginative class, students will explore the world of summer-themed theatre, learning how to bring stories to life through acting, creativity, and improvisation. They'll immerse themselves in fun, engaging activities that explore various summer adventures, from beach trips

and vacations to campfire stories and summer sports. Each lesson fosters self-expression, teamwork, and the art of storytelling in a playful and supportive environment.

Class Description: Summertime Yoga

In this engaging and calming yoga class, students will be introduced to the foundational principles of yoga, exploring its benefits, mindfulness practices, and how movement can bring balance and relaxation to both the body and mind. Through fun activities, interactive games, and accessible poses, students will embark on a journey of self-awareness and connection with their bodies. Each lesson is designed to inspire relaxation, focus, and physical fitness while promoting a positive mindset.

Class Description: Summer Fun Photography

In this exciting and hands-on photography class, students will explore the world of digital photography and learn how to capture stunning images using both cameras and smartphones. Each lesson is designed to introduce key concepts of photography, from understanding camera functions to mastering composition, light, and emotion in photos. Students will engage in fun, interactive activities, including photo walks, nature photography, and portrait shoots, all while developing their creativity and technical skills.

Class Description: Introduction to Hip Hop

This class introduces students to the high-energy world of hip hop dance. The warm-up will focus on hip hop-inspired stretches and isolations, helping students loosen up and understand the fluidity of hip hop movements. Students will then learn the basic hip hop dance styles, including popping, locking, and breaking. These foundational moves will help them grasp the unique rhythm and body control required for hip hop. The class will culminate in a fun and energetic hip hop dance activity, where students will learn a simple routine, incorporating the moves they have just practiced. The class will be a vibrant and dynamic experience, offering students the chance to express themselves through hip hop dance.

Class Description: Introduction to Robotics

In this first lesson, students will be introduced to the exciting world of robotics. The class will begin with an icebreaker activity, where students will introduce themselves and share what they know about robots. Following this, they will learn about the concept of robotics, including its definition and real-world applications, through examples like Roomba vacuum cleaners and robotic arms. A group discussion will explore the different types of robots and their various functions, helping students understand how robots can be used in everyday life. The hands-on portion of the lesson will involve building a simple robot, such as a bristlebot, using LEGO or

craft materials. The class will wrap up with a review of the key concepts learned and a preview of the next lesson.

Class Description: Biomimetic Engineering

Have you ever tried to leap like a frog, float like a butterfly, or grip like a gecko? In this session of Biomimetic Engineering you can learn from our STAR Nova Engineering Specialists how professional engineers are inspired by the natural world around them. Biomimetic Engineering, also known as Biomimicry, is the practice of using a model created by nature to design technologies which improve our everyday lives. You will investigate the power behind the flick of a frog leg, experience the behavior of surface tension, and discover the sticky side of reptile suction!

Class Description: Science: Geology Rocks!

Unearth your inner Geologist this session as STAR Science uncovers the secrets hidden under our feet. Put your Earth Science skills to the test as you make your very own rock while learning the process of how crystals and geodes are formed. Explore the past with fossils and think about the future with magnets. Study the science of geysers and volcanoes as you build your very own that erupt! Put on your geological hat and become a STAR Science “Rock Star”.

Class Description: Introduction to Coding with ScratchJr

In this exciting and interactive coding class, students will dive into the world of computer programming using the creative platform, ScratchJr. Through a series of hands-on lessons, students will explore fundamental coding concepts such as algorithms, sequences, and events, while creating their own stories and animations. This class encourages logical thinking, creativity, and problem-solving in a fun, accessible way.

Class Description: Summer FUNdamentals in Music

In this engaging and hands-on music class, students will be introduced to fundamental music concepts including rhythm, pitch, dynamics, musical instruments, and musical form. Through a series of interactive lessons, students will develop a deeper understanding of music through fun activities, games, and creative exercises. Each lesson is designed to build foundational music knowledge while encouraging creativity, teamwork, and an appreciation for the different elements that come together to make music.

EXHIBIT "B"
COMPENSATION

Behind this page

STAR Summer Program 2025 Blanchard

Days: Monday through Thursday – 4-day contract
Dates: June 17, 2024 - July 18, 2025
Week 1: 6/17, 6/18 = 2 days
Week 2: 6/23, 6/24, 6/25, 6/26 = 4 days
Week 3: 6/30, 7/1, 7/2, 7/3, = 4 days
Week 4: 7/7, 7/8, 7/9, 7/10 = 4 days
Week 5: 7/14, 7/15, 7/16, 7/17 = 4 days
Total 18 days
Hours: 12:00p.m - 4:00 p.m.
Grades: K-5th Total Students: Not to exceed: 4,928 students per 18 days of program – Blanchard
Grades: K-5th Total Students:
Fees: $2,121 per day x 18 days totaling $38,179
Example Summer Camp Class Schedule
Subject to Revision

STAR Summer Program 2025 Barbara Webster

Days: Monday through Thursday – 4-day contract
Dates: June 17, 2024 - July 18, 2025
Week 1: 6/17, 6/18 = 2 days
Week 2: 6/23, 6/24, 6/25, 6/26 = 4 days
Week 3: 6/30, 7/1, 7/2, 7/3, = 4 days
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Week 5: 7/14, 7/15, 7/16, 7/17 = 4 days
Total 18 days
Hours: 12:00p.m - 4:00 p.m.
Grades: K-5th Total Students: - Barbara Webster Not to exceed: 2,464 students per 18 days of program
Fees: $2,121 per day x 18 days totaling $38,179
Example Summer Camp Class Schedule
Subject to Revision

Grand Total of Fees: $4,242 per day x 18 days totaling $76,358

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Teachers Salary	Week 1	16 teachers X 2 days X $32/hr. X 3.5 hours		$3,584
	Week 2	16 teachers X 4 days X $32/hr. X 3.5 hours		$7,168
	Week 3	16 teachers X 4 days X $32/hr. X 3.5 hours		$7,168
	Week 4	16 teachers X 4 days X $32/hr. X 3.5 hours		$7,168
	Week 5	16 teachers X 4 days X $32/hr. X 3.5 hours		$7,168
			TOTAL:	$32,256
Supervisors	Week 1	2 supervisors X 2 days X $25 X 6 hours		$600
	Week 2	2 supervisors X 4 days X $25 X 6 hours		$1,200
	Week 3	2 supervisors X 4 days X $25 X 6 hours		$1,200
	Week 4	2 supervisors X 4 days X $25 X 6 hours		$1,200
	Week 5	2 supervisors X 4 days X $25 X 6 hours		$1,200
			TOTAL:	$5,400
Material Fee:	Week 1	16 classes X 14 students X $3 per student X 2 days		1,344
	Week 2	16 classes X 14 students X $3per student X 4 days		$2,688
	Week 3	16 classes X 14 students X $3 per student X 4 days		$2,688
	Week 4	16 classes X 14 students X $3 per student X 4 days		$2,688
	Week 5	16 classes X 14 students X $3 per student X 4 days		$2,688
			TOTAL:	$12,096
Admin cost:		18 days * 8 hours * $ 65		$9,360
Indirect Cost:		Employee Insurance		$6,080
		Student Insurance		$6,080
		Employee Tax		$5,086
			TOTAL:	$26,606
			Grand Total:	$76,358

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) **05/14/2025**

PRODUCER D C INSURANCE SERVICES, Inc. 6345 Balboa Blvd Suite #251 Encino CA 91316	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED S.T.A.R. INC, STAR EDUCATION 10101 W. Jefferson Boulevard Culver City CA 90232	INSURER A: LLOYDS OF LONDON SYNDICATE/BEAZLEY INSURER B: CYPRESS INSURANCE COMPANY INSURER C: NATIONAL LIABILITY & INSURANCE CO INSURER D: KINSALE INSURANCE CO INSURER E:

COVERAGES

THE POLICES 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCUR ☒ Professional Liability Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	**W3677F250201**	01/01/25	01/01/26	EACH CLAIM	$2,000,000
					DAMAGE TO PREMISES RENTED	$50K/$100K
					MED EXP (any 1 person)	$5,000
					PERSONAL & ADV INJURY	$1,000,000
					GENERAL AGGREGATE	$4,000,000
					PRODUCTS – COMP/OP AGG	$2M / $4M
					ABUSE & MOLESTATION LIMIT	$1M /$2M AGG
C	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ Non-Owned Auto	**73APS111693**	5/23/24	05/23/25	COMBINED SINGLE LIMIT (Ea Accident)	$1,000,000
					BODILY INJURY (per person)	$
					BODILY INJURY (per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO ☐ _____				AUTO ONLY – EA ACCIDENT	$
					OTHER THAN AUTO ONLY – EA ACC	$
					OTHER THAN AUTO ONLY – AGG	$
D	**EXCESS LIABILITY** ☐ DEDUCTIBLE ☐ RETENTION $_____	**0100282675=1**	01/01/25	01/01/26	EACH OCCURRENCE	$3,000,000
					AGGREGATE	$3,000,000
					TOTAL COMBINED	**$5M OCC/ 7M AGG**
B	**WORKER'S COMPENSATION**	**STWC563434**	07/30/24	07/30/25	☒ WC Statutory Limits ☐ Other	
					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/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

THE CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED AS RESPECTS TO ANY COVERED CLAIM THAT MAY ARISE THE NAMED INSURED'S OPERATIONS AS AN ENRICHMENT PROVIDER ON THE CERTIFICATE HOLDER PREMESIS DURING THE DURATION OF THE CONTRACT.

CERTIFICATE HOLDER ☒ **ADDITIONAL INSURED LETTER: A, _** Santa Paula Parks & Recreation 530 W. Main Street Santa Paula, CA 93060	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.** **AUTHORIZED REPRESENTATIVE**

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: NOTICE OF COMPLETION FOR THE POLICE STATION SITE IMPROVEMENT PROJECT

Date: June 4, 2025

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the work performed by KemCorp Construction, Inc.

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

BACKGROUND:

On August 21, 2024, the City Council awarded a public works contract to KemCorp Construction, Inc. for the Police Station Site Improvements Project. This involved site improvements around the City Hall campus, including curb and gutter and sidewalk work. Staff issued a Notice to Proceed on October 2, 2024.

ANALYSIS:

Upon inspection conducted by City staff and the project manager (RWC, LLC), construction was deemed to have been completed in conformance with the submitted scope of work and specifications. Staff recommends that the Notice of Completion form be filed with the County Recorder. The City has been retaining approximately five percent of the construction contract from KemCorp Construction, Inc., ($12,927.76) to ensure that all subcontractors and suppliers have been paid.

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

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

STRATEGIC PLAN:

This item addresses City Council's two-year Strategic Plan, Section E, Public Safety & Emergency Preparedness, Objective #4, SPPD Facility Upgrades.

FISCAL IMPACTS:

City Council approved a total funding amount of $258,500 for this project. The project has been completed within budget.

OPTIONS:

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

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

By not authorizing staff to file the Notice of Completion, staff will not be able to close out the project and pay the final invoice (retention amount) to the contractor.

ATTACHMENTS:

EXHIBIT A - KEMCORP NOC 2025.pdf

EXHIBIT A

NOTICE OF COMPLETION

KEMCORP CONSTRUCTION, INC.

Recording Requested by
and When Recorded Mail To:

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

NO FEE GOV'T CODE 27383

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Police Station Site Improvements Project

CIP Project No.: 20240542976

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

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

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

3. The full address of the owner is: Santa Paula Police Department, 214 South 10th Street, Santa Paula, CA 93060

4. The nature of the interest of the owner is: Police Station Site Improvements

5. A work of improvement on the property hereinafter described was field reviewed by the City Parks & Recreation Director on May 21, 2025. The work done was: Police Station Site Improvements.

6. On June 4, 2025, the City of Santa Paula accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.

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

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

9. The address of said property is 214 South 10th Street.

Dated: _____

_____
Gregory Barnes, Parks & Recreation Director
City of Santa Paula

VERIFICATION

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

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

Executed on _____, 2025 at Santa Paula, California.

_____
Gregory Barnes
Parks & Recreation Director
City of Santa Paula

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Tom Tarantino, Planning & Economic Development Manager

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 1345 AMENDING CHAPTERS 16.07, 16.09, 16.11, 16.21, AND 16.27 OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING, AND THE GENERAL PLAN ZONING MAP TO CHANGE THE ZONE ON VARIOUS PROPERTIES GENERALLY LOCATED NORTH OF AND ADJACENT TO THE SANTA PAULA AIRPORT AND SOUTH OF HIGHWAY 126 FROM MANUFACTURING (M-1) TO AIRPORT OPERATIONAL (KO), AND FINDING THE ACTIONS TO BE STATUTORILY EXEMPT FROM CEQA

Date: June 4, 2025

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends that the City Council conduct the second reading of and adopt Ordinance No. 1345, entitled "An Ordinance amending Chapters 16.07, 16.09, 16.11, 16.21, and 16.27 of the Santa Paula Municipal Code in order to correct inconsistencies, outdated language and formatting, and the General Plan Zoning Map to change the zone on various properties generally located north of and adjacent to the Santa Paula Airport and south of Highway 126 from Manufacturing (M-1) to Airport Operational (KO), and finding the actions to be statutorily exempt from CEQA"

BACKGROUND:

The Municipal Code has not undergone a comprehensive update since November 17, 1997. Since then, amendments have been adopted as needed to respond to changes in state law, sometimes resulting in internal inconsistencies within the Code and operational challenges.

Recognizing the need for a Code overhaul, one of the objectives City Council placed in the City's 2023-2025 Two-Year Strategic Plan (Goal G, Objective 2) is to review the City's Municipal Code to reduce irrelevant code sections and update the Development Code. This goal was also identified as a mid-level priority (2 out of 1-3) in the Citygate Associates report dated June 19, 2024 recommending that the City review development codes and state laws to update policies and procedures for discretionary planning approvals, licenses and permits.

On May 9, 2024, the City Council and Planning Commission held a joint study session for a presentation on the comprehensive Municipal Code update, where they were asked to select one of three ways to approach the Municipal Code update. Option 3 was selected, directing

staff and the City Attorney's office to begin with the Development Code (Title XVI) and simultaneously go through the other titles. Since then, this Council has reviewed and approved two sizable batches of code updates.

On April 22, 2025, the Planning Commission approved Resolution No. 3866 recommending the City Council adopt an Ordinance amending Chapters 16.07, 16.09, 16.11, 16.21, and 16.27 of the Santa Paula Municipal Code in order to correct inconsistencies, outdated language and formatting, and the General Plan Zoning Map to change the zone on various properties generally located north of and adjacent to the Santa Paula Airport and south of Highway 126 from Manufacturing (M-1) to Airport Operational (KO), and finding the actions to be statutorily exempt from CEQA.

On May 21, 2025, the City Council held a duly-noticed public hearing to consider the proposed Ordinance, including the Planning Commission recommendation, public testimony, and agenda reports prepared in connection with the proposed Ordinance, and, introduced Ordinance No. 1345 with corrections requested by the City Attorney and waived first reading.

Ordinance No. 1345 is returning to the City Council at this meeting for second reading and adoption.

ANALYSIS:

Code Update - Renumbering & References

The revisions to Chapter 16.07, 16.09, 16.11, 16.21, and 16.27 are a result of the City initiated Municipal Code amendment. These Chapters were identified as containing inconsistencies, outdated language and/or formatting errors.

The numbering of the Chapters is being amended for consistency with other changes made earlier. References to "Planning Director" were also changed to reference "Director" since that job title was changed to the Community and Economic Development Director.

Elimination of M-1 Zoning

The City is eliminating the Manufacturing (M-1) zoning designation to align with the adopted 2040 General Plan ("GP").

The GP proposed a number of parcels for zoning change throughout the City, including two clusters of parcels along Santa Maria St. that are surrounded by the Santa Paula Airport. All of the cluster parcels have a GP land use designation of Industrial and zoning designation of Manufacturing (M-1). The GP recommended changing the Industrial land use designation for these parcels to Airport, to better align with the surrounding area’s prevailing use.

The GP also removed Manufacturing as a land use designation, as it had minimal applicability within the City and substantial overlap with the Industrial land use designation. As such, the corresponding M-1 (Manufacturing) zoning designation was also identified by the GP for elimination. This elimination is now being proposed as part of this portion of the ongoing Municipal Code update.

Under California law, a parcel’s zoning designation is required to substantially conform to the General Plan land use designation of that parcel. Because the adopted GP now designates

these cluster parcels as Airport, and due to their physical location and the prevailing use of the surrounding area as an airport, the new zoning is proposed as KO (Airport Operational).

Airport Operational (KO) Zoning

The purpose of the Airport Operational (KO) zone is to provide an area to facilitate airport operations. The zone applies to airport facilities that are open to the public and maintain a valid permit from the California Aeronautics Commission designating the facility as an airport available to the public, subject to airport administration regulations:

Under the KO zone the following uses are allowed:

1. Permitted uses. The following uses are permitted in the KO Zone:
    a. Runways, taxiways, and other surfaces used by airplanes on the ground.
    b. Communication facilities.
    c. Terminal buildings.
    d. Sale of aviation fuel and products.
    e. Airplane rentals.
    f. Charter and delivery services.
    g. Flying schools.
    h. Air photographer, survey and map-making services.
    i. Aircraft storage and tie downs.
    j. Aircraft repair and servicing.
2. Uses requiring a Conditional Use Permit. The following uses may be permitted subject to Conditional Use Permit review pursuant to Chapter 16.218 (Conditional Use Permits) of the Santa Paula Municipal Code:
    a. Airplane sales, including equipment and supplies.
    b. Service establishments for airport business:
        a. Car rental;
        b. Restaurant, café, cafeteria; and
        c. Taxistand.
    c. Industrial uses listed as permitted in the Light Industrial (LI) Zone, subject to the same conditions and restrictions as in the LI Zone, provided that they are found to be compatible with existing, proposed or allowed uses within the zone.

Effect on Current Businesses/Residences

Current uses in M-1 zoned parcels range from conforming businesses like metal fabrication, HVAC provider, auto repair, etc. to non-conforming residential structures of varying age. Existing businesses would be grandfathered in and permitted to continue their current operations as legally nonconforming under the new KO zoning until a change occurs that increases the nonconformity. Likewise, current residential structures (which are already nonconforming with M-1 zoning) would be allowed to continue as legally nonconforming under KO until a change occurs that increases the nonconformity.

In general, an expansion of the footprint of existing legally-nonconforming structures would be considered an increase in nonconformity and thus not permitted. In cases of damage or destruction due to an involuntary event (e.g. fire, flood, earthquake, etc.) the existing legally-nonconforming structures could be rebuilt by the existing property owner in the same form and footprint and the grandfathered use could be continued. All other uses or development would

need to comply with the KO zoning or obtain a Conditional Use Permit as outlined in the KO zoning description.

Environmental/CEQA

Staff has determined these actions to be statutorily exempt from CEQA under Public Resources Code §§ 15378 and 15061(b)(3) because it is not a “project” and § 15168(c)(2) because it is within the scope of the Program Environmental Impact Report approved for the 2040 General Plan update.

STRATEGIC PLAN:

Reviewing the City's municipal code for updates and to reduce irrelevancy directly relates to Strategic Plan Goal *G.2 Municipal Code.*

FISCAL IMPACTS:

No direct impacts from this code update. Tax revenue from existing businesses and residences subject to the proposed zoning change would continue due to the grandfathering process described above. Future tax revenue from additional airport-related operations is difficult to predict; however, the Santa Paula Airport factors heavily into tourism, advertising, and filming opportunities for the City.

OPTIONS:

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

1. Do not adopt proposed Ordinance No. 1345 and direct staff to make substantive modifications.

ATTACHMENTS:

A - Ordinance No. 1345 inc. Ex. A - Updated Code Sections (Clean).pdf

ATTACHMENT A

ORDINANCE NO. 1345
INC. EX. A – UPDATED CODE SECTIONS (CLEAN)

ORDINANCE NO. 1345

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING CHAPTERS 16.07, 16.09, 16.11, 16.21, AND 16.27 OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING, AND THE GENERAL PLAN ZONING MAP TO CHANGE THE ZONE ON VARIOUS PROPERTIES GENERALLY LOCATED NORTH OF AND ADJACENT TO THE SANTA PAULA AIRPORT AND SOUTH OF HIGHWAY 126 FROM MANUFACTURING (M-1) TO AIRPORT OPERATIONAL (KO), AND FINDING THE ACTIONS TO BE STATUTORILY EXEMPT FROM CEQA UNDER SECTIONS 15061(b)(3), 15168(c)(2) and 15378 OF THE PUBLIC RESOURCES CODE

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

WHEREAS, the City of Santa Paula ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the City of Santa Paula wishes to protect and preserve the quality of life throughout the City, through effective land use and planning; and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate standards that guide how land can be used and developed within cities; and

WHEREAS, the City initiated a Municipal Code update in order to bring the entire code up to date, clarify appropriate uses within the City, and adhere to current state law; and

WHEREAS, Chapters 16.07, 16.09, 16.11, 16.21, and 16.27 were reviewed by staff and identified to contain inconsistencies, outdated language and/or formatting issues; and

WHEREAS, the 2040 General Plan removed Manufacturing as a land use designation and identifies the corresponding M-1 (Manufacturing) zoning designation for elimination; and

WHEREAS, the 2040 General Plan recommends changing the land use designations for two clusters of parcels along Santa Maria Street (noted in the table below and hereinafter referred to as "cluster parcels"), from Industrial to Airport, to better align with the surrounding area's prevailing use as the Santa Paula Airport; and

Address	APN
325 S Eighth St	104009118
326 S Eighth St	104008056
330 S Eighth St	104008009
331 S Eighth St	104009106
334 S Eighth St	104008010
335 S Eighth St	104009107
339 S Eighth St	104009120
340 S Eighth St	104008011
343 S Eighth St	104009121
400 S Fifth St	104023034
401 S Fifth St	104008033
405 S Fifth St	104008034
406 S Fifth St	104023033
411 S Fifth St	104008035
413 5 Fifth St	104008036
650 E Santa Maria St	104008049
704 E Santa Maria St	104008059
720 Santa Maria St	104008063
740 E Santa Maria St	104008065
760 E Santa Maria St	104008064

WHEREAS, the cluster parcels are currently zoned M-1 (Manufacturing), which is being eliminated as a zoning designation as part of the ongoing Municipal Code update; and

WHEREAS, under California state law, a parcel's zoning designation is required to substantially conform to the General Plan land use designation of that parcel; and

WHEREAS, the adopted General Plan recommends that the cluster parcels have the land use designated of Airport; and

WHEREAS, the zoning designation of the cluster parcels should be KO (Airport Operational) to substantially conform to their General Plan land use designation; and

WHEREAS, on April 22, 2025, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on May 21, 2025, the City Council held a duly-noticed public hearing to consider the proposed Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the proposed Ordinance, (2) the policy considerations

discussed therein, and (3) the consideration and recommendation by the City's Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

SECTION 1. Incorporation. The recitals above are true and correct and are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. The City Council determines this Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA"), because it has no potential of resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Further, per Section 15168(c)(2) this Ordinance is exempt because it is within the scope of the Program Environmental Impact Report approved for the 2040 General Plan update.

SECTION 3: General Plan and Development Objectives. Pursuant to SPMC § 16.208.030(C), the City Council has reviewed the Planning Commission's recommendation, and finds that the proposed amendments are consistent with the objectives of Title 16 of the SPMC, the General Plan, and development policies of the City as follows:

A. The proposed code amendment is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan (2040), as described in Section 4.A. below.

B. The purpose of Chapter 16.208 *Development Code Amendments* is to allow for amendment to the Development Code in recognition of the fact that physical, economic, and other conditions in the City may change over time. The proposed amendments to Chapters 16.07, 16.09, 16.11, 16.21, and 16.27 recognize these changing conditions by removing inconsistencies and outdated terms, updating definitions, and aligning specific parcel(s) zoning with the objectives outlined in the adopted General Plan.

SECTION 4: Development Code Amendment Findings. Pursuant to SPMC §16.208.050, the City Council makes the following required findings of fact:

A. *The proposed code amendment is consistent with the goals, policies, and objectives of the General Plan.* The proposed amendment is part of a larger effort to update the Santa Paula Municipal Code. The proposed amendment is largely

administrative in nature intended to remove inconsistencies, typographical errors, and outdated terms in the Development Code. Among other things, the amendments to Chapters 16.07, 16.09, 16.11, 16.21, and 16.27 will also bring the City's Development Code definitions current and compliant with recent state law. Nothing in the proposed amendment would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.

B. *The proposed code amendment will not adversely affect surrounding properties.* The proposed amendment will not adversely affect surrounding properties because the amendments are largely administrative in nature intended to remove inconsistencies and outdated terms in the Development Code and align specific parcel(s) zoning with the objectives outlined in the adopted General Plan. Among other things, the amendments to Chapters 16.07, 16.09, 16.11, 16.21, and 16.27 will also bring the City's Development Code definitions current and compliant with recent state law.

C. *The proposed code amendment promote public health, safety, and general welfare and serves the goals and purposes of Title 16*. The public health, safety, and general welfare will be promoted by removal of inconsistencies, typographical errors, and outdated terms in the Development Code and alignment of specific parcel(s) zoning with the objectives outlined in the adopted General Plan. This in turn will help clarify for the public local land use rules applicable to their properties. Among other things, amendment to Chapters 16.07, 16.09, 16.11, 16.21, and 16.27 will also bring the City's Development Code definitions current and compliant with recent state law. The goals and purposes of Title 16 are served because the amendments further the orderly development of land.

SECTION 5. Airport Comprehensive Land Use Plan Consistency. Pursuant to the 2000 Ventura County Airport Comprehensive Land Use Plan ('ACLUP') Section 21670.1(c)(2)(D) and Government Code Section 65302.3(a), the City Council finds that the zoning change from M-1 to K-O for the parcels noted herein is consistent with the ACLUP for the Santa Paula Airport, and within the scope of the 2040 General Plan Environmental Impact Report.

SECTION 6. Code Amendment. Chapters 16.07, 16.09, 16.11, 16.21, and 16.27 of the Santa Paula Municipal Code are hereby amended and restated to read in their entirety as provided in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 7. Zoning Change. The City zoning designation for the parcels listed on the table herein is hereby changed from M-1 (Manufacturing) to KO (Airport Operational).

SECTION 8. Effective Date. This Ordinance takes effect 30 days after its adoption.

SECTION 9. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 10. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 970 E. Ventura Street, Santa Paula, California 93060.

SECTION 11. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

[SIGNATURES ON NEXT PAGE]

PASSED, APPROVED AND ADOPTED by the City Council of the City of Santa Paula, at a regular meeting of the City Council held on the ____ day of _____, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF SANTA PAULA:

_____
Pedro A. Chavez, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

_____
Monica Castillo, City Attorney

EXHIBIT A

(follows this page)

CHAPTER 16.04: ESTABLISHMENT OF ZONES

Section

16.04.010 Zones established

16.04.020 Official zoning map

16.04.030 Boundary determination

16.04.040 Prezoning of unincorporated lands

§ 16.04.010 ZONES ESTABLISHED.

In order to classify, regulate, restrict, and separate the use of land, buildings, and structures; and to regulate and to limit the type, height, and bulk of buildings and structures in the various districts; and to regulate areas of yards and other open areas abutting and between buildings and structures; and to regulate the density of population, the city hereby is divided into the following zones:

Zone Symbol	Zone Designation
O	Open Space - Passive
OPR	Open Space - Parks and Recreation
A-1	Agricultural
R-A	Rural Residential
HR1-PD	Hillside Residential 1 - Planned Development (0-1 du/acre)
HR2-PD	Hillside Residential 2 - Planned Development (0-3 du/acre)
R-1	Single Family Residential
R-1 (a)	Small Lot Single Family Residential
R-2	Medium Density Residential
R-3	Medium-High Density Residential
R-4	High Density Residential
MHP	Mobile Home Park
C-N	Commercial - Neighborhood
C-O	Commercial - Office
C-G	General Commercial
C-H	Highway Commercial
CBD	Central Business District
C/LI	Commercial/Light Industrial
LI	Light Industrial
I	Industrial
IN	Institutional/Civic

KO	Airport Operational Zone
(KS-IS)	Airport Safety Zone Overlay - Inner Safety Subzone
(KS-OS)	Airport Safety Zone Overlay - Outer Safety Subzone
(KI)	Airport-Influenced Area Overlay
(RR)	Railroad Overlay
(PD)	Planned Development Overlay
(SP)	Specific Plan Overlay
(HD)	Historic District Overlay
(IP)	Industrial Park Overlay

(Ord. 1100, passed 7-6-04; Am. Ord. 1172, passed 7-2-07)

§ 16.04.020 OFFICIAL ZONING MAP.

A map, known as the "Official Zoning Map of the City of Santa Paula, California" dated _____, or as subsequently amended, and on file with the City Clerk, is adopted herein by reference and will hereafter exist pursuant to and as an integral part of this Title 16. The map will be maintained to reflect the current zoning of the city.

(Ord. 1100, passed 7-6-04)

§ 16.04.030 BOUNDARY DETERMINATION.

When uncertainty exists as to the exact boundaries of a zone, the following apply:

(A) A street, alley, railroad right-of-way, watercourse channel, or other right-of-way must be included within the zone of the adjoining property.

(B) When the zone boundary is or approximately follows a street, alley, railroad right-of-way, watercourse, or other right-of-way, the centerline of that right-of-way will be considered as the boundary.

(C) When the zone boundaries approximately follow lot lines, section lines, or city limits, these lines will be considered the boundaries.

(D) On unsubdivided property or where the zone boundary splits the lot or parcel, the location of such boundary, unless indicated by dimensions, will be determined by use of the scale appearing on the map.

(E) The exact boundary will be determined by written decision of the Planning Commission in any case where uncertainty exists.

(F) When a street, alley, public or private right-of-way, or public or private easement that serves as a zone boundary is vacated, the new zone boundary will be at the new

property line. Where the vacation does not result in a new property line, the zone boundary will be determined by written decision of the Planning Commission.

(G) Areas annexed to the city must be prezoned before coming into the city. If there is no prior designation, the Planning Commission will determine the appropriate zone for the area. The zoning map will then be amended to show the new city limits and zone.

(Ord. 1100, passed 7-6-04)

§ 16.04.040 PREZONING OF UNINCORPORATED LANDS.

(A) The city may prezone unincorporated lands adjoining the city for the purpose of determining the zone that will apply to such property in the event of subsequent annexation to the city. The method of accomplishing such prezoning will be as provided in Chapters 16.208 and 16.210 (Development Code Amendments and Zone Changes) of this Title 16.

(B) Such zoning will become effective at the time the annexation becomes effective.

(Ord. 1100, passed 7-6-04)

CHAPTER 16.05: OPEN SPACE ZONES

Section

16.05.010 Purpose and intent

16.05.020 Land use and permit requirements

16.05.030 Development standards

16.05.040 Other applicable regulations

§ 16.05.010 PURPOSE AND INTENT.

Two open space zones, Open Space Passive (O) and Open Space Parks and Recreation (OPR), have been established to preserve, manage, and protect natural resources, open space lands, cultural and historic resources, geologic hazard areas, parks and recreational resources, and scenic resources which contribute to the overall character and density of the community, consistent with the goals of the Santa Paula General Plan.

(A) *Open Space Passive (O) Zone*. This zone accommodates land that is intended to remain undeveloped, such as properties in the Santa Clara River bed (south of the Public Levee Bank Protection Line), Santa Paula Creek, undevelopable and set-aside areas of Adams Barranca and Fagan Barranca, and undevelopable slopes and natural landmarks. Permitted uses are limited to flood control channels and other waterways, bridges, and hiking, biking, and equestrian trails. Surface mining is conditionally permissible in this zone, subject to the provisions of Chapters 16.100 through 16.104 (Surface Mining) and Conditional Use Permit review pursuant to Chapter 16.218 (Conditional Use Permits) of this Title 16.

(B) *Open Space Parks and Recreation (OPR) Zone*. This zone accommodates development of active parks and recreation resources.

(Ord. 1100, passed 7-6-04)

§ 16.05.020 LAND USE AND PERMIT REQUIREMENTS.

(A) *Permitted uses*. Permitted uses in the Open Space Parks and Recreation (OPR) Zone are as follows:

(1) Parks, picnic areas, and playgrounds;

(2) Hiking, biking, and equestrian trails;

(3) Preservation and use of historic landmarks;

(4) Flood control channels and other waterways; and

(5) Landscaped areas for passive use.

(B) *Uses requiring a Conditional Use Permit.* The following uses may be permitted in the Open Space Parks and Recreation (OPR) Zone subject to Conditional Use Permit review pursuant to Chapter 16.218 (Conditional Use Permits) of this Title 16. Special conditions that may apply to these or other civic/institutional uses are contained in Chapters 16.54 through 16.76 (Standards for Specific Land Uses) of this Title 16.

(1) Public or private equestrian stables;

(2) Public and private country clubs and golf courses, except miniature golf;

(3) Public and private athletic fields and facilities;

(4) Commercial outdoor recreation facilities;

(5) Shooting ranges and gun clubs; and

(6) Surface mining, subject to the provisions of Chapters 16.100 through 16.104 (Surface Mining) of this Title 16.

(C) *Use requiring a Temporary Use Permit*. The following use may be permitted with a Temporary Use Permit pursuant to Chapter 16.228 (Temporary Use Permits) of this Title 16:

(1) One-time or annually occurring events such as arts and craft shows and exhibits, carnivals, circuses, fairs, seasonal outdoor sales, and farmers' markets.

(Ord. 1100, passed 7-6-04)

§ 16.05.030 DEVELOPMENT STANDARDS.

(A) Table 5-2 identifies the development standards applicable to all development in the Open Space zones.

(B) Those lots shown on an approved and recorded subdivision map, or for which a deed was recorded prior to the incorporation of the City of Santa Paula, may be used as a building site irrespective of the minimum lot size, lot width, and lot depth standards set forth in Table 5-2.

TABLE 5-2
Development Standards - Open Space Zones

Development Standards	OPR Zone (Parks & Recreation)	O Zone (Passive)
1. Minimum Lot Size	1 acre	None
2. Minimum Lot Width	100 ft.	None
3. Setbacks (Minimum)	20 ft. to public or private right-of-way, lot boundary, or zone line.	Not Applicable

4. Maximum Lot Coverage	All main buildings, accessory buildings and other structures must cover not more than 5% of the site. Total lot coverage, to include structures, driveways and parking areas, must be limited to 10% of the site.	Not Applicable
5. Building Height (Maximum)	2-1/2 stories or 35 ft.	Not Applicable

Abbreviations: sf = square feet, ft. = feet

(Ord. 1100, passed 7-6-04)

§ 16.05.040 OTHER APPLICABLE REGULATIONS.

In addition to the requirements contained in this Chapter 16.05, the following applicable requirements in this Title 16 apply to development in the Open Space zone:

Chapter 16.40: General Property Development Standards

Chapters 16.54 -16.76: Standards for Specific Land Uses

(Ord. 1100, passed 7-6-04)

CHAPTER 16.06: AGRICULTURAL ZONE

Section

16.06.010 Purpose and intent

16.06.020 Land use and permit requirements

16.06.030 Development standards

16.06.040 Keeping of animals

16.06.050 Other applicable regulations

§ 16.06.010 PURPOSE AND INTENT.

The Agricultural (A-1) zone allows agriculture, floriculture, horticulture, and resource production with related uses. This zone promotes and preserves agricultural activities on lands capable of supporting such activities, and excludes those activities which, by their development and association, would have detrimental effects on land designated for agricultural purposes, or creates materially adverse odor, smoke, dust, fumes, vibration or which is dangerous to life or property.

(Ord. 1100, passed 7-6-04)

§ 16.06.020 LAND USE AND PERMIT REQUIREMENTS.

(A) *Permitted uses.* Permitted uses in the Agriculture zone are as follows:

(1) Agriculture, floriculture, and horticulture and related uses.

(2) One single-family dwelling of a permanent character in a permanent location on a lot or building site.

(3) Day care, small and large family. Large family day cares will also be required to comply with Chapter 16.60.

(4) Accessory buildings and structures necessary to the agricultural or residential use located on the same lot or parcel of land, including private garages with a capacity not to exceed four automobiles, children's playhouses, covered patios, windmills, silos, tank-houses, barns, coops, provided all uses are of an accessory nature. Accessory uses are not permitted on any property where a permitted primary use does not already exist.

(5) Storage incidental to permitted uses, provided such storage is contained within an accessory building.

(6) Home occupations pursuant to Chapter 16.230 (Home Occupation Permits) of this Title 16.

(7) Farmworker housing and migrant farmworker housing consisting of not more than 12 units designed for use by a single household or 36 beds in a group quarters in accordance with Cal. Health & Safety Code §§ 17000 et seq.

(B) *Uses requiring a Conditional Use Permit*. The following uses may be permitted subject to Conditional Use Permit review pursuant to Chapter 16.218 (Conditional Use Permits) of this Title 16. Special conditions that may apply to these or other civic/institutional uses are contained in Chapters 16.54 through 16.76 (Standards for Specific Land Uses) of this Title 16.

(1) Animal keeping of other than domestic dogs, cats, and similar household pets.

(2) Kennels.

(3) Cemeteries.

(4) Churches and other religious institutions.

(5) Radio and television transmitters.

(6) Public utility and public services uses.

(7) Private educational facilities and accessory uses.

(8) Parks and recreational uses.

(9) Day care centers.

(10) Hospitals and sanitariums.

(11) One stand for the display and sale of only those agricultural products raised on the premises, provided such stand does not exceed 300 square feet in area and is not located nearer than 20 feet to any public right-of-way.

(12) Separate workers' quarters or guest rooms on properties where a primary dwelling unit exists.

(13) Community care facilities.

(14) Public or private stables.

(15) Surface mining, subject to the provisions of Chapters 16.100 through 16.104 (Surface Mining) of this Title 16.

(16) Golf, swimming, tennis, polo, hunting, and country clubs and similar uses.

(17) Hatching, raising and fattening of chickens, turkeys or other fowl or poultry and rabbits, fish, frogs or other small animals for domestic or commercial use. A minimum lot size of one acre is required. Also, the killing or dressing of such animals or poultry for commercial purposes will not be permitted.

(18) Storage of petroleum products for use on the premises.

(Ord. 1100, passed 7-6-04; Am. Ord. 1249, passed 5-6-13)

§ 16.06.030 DEVELOPMENT STANDARDS.

(A) Table 6-1 identifies the development standards applicable to all development in the A-1 zone.

(B) Those lots shown on an approved and recorded subdivision map, or for which a deed was recorded prior to the incorporation of the City of Santa Paula, may be used as a building site irrespective of the minimum lot size, lot width, and lot depth standards set forth in Table 6-1.

TABLE 6-1
Development Standards - Agricultural Zones

Development Standards	***A-1 Zone***
1. Minimum Lot Size	20 acre
2. Minimum Lot Width	100 ft.
3. Minimum Lot Depth	100 ft.
4. Front Yard Setback (Minimum)	25 ft.
5. Side Yard Setback (Minimum)	
Interior	10 ft.
Street Side	15 ft.

Abbreviations: sf = square feet, ft. = feet

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06)

§ 16.06.040 KEEPING OF ANIMALS .

(A) *Purpose and intent.*

(1) These regulations for the keeping of animals are established to ensure protection of the health, safety, and general welfare.

(2) No animal may be kept in any manner that constitutes a health hazard or noise nuisance to the owner or to any neighbor.

(3) Any request for the keeping of animals must be considered under a Conditional Use Permit application pursuant to the provisions of Chapter 16.218 (Conditional Use Permits) of this Title 16.

(B) *Equine species*. Horses, mules, and other equine species are conditionally permitted in the A-1 zone at a density of not more than 2 animals per 1 acre.

(C) Bovine and ovine species. Bovine (cow like) and ovine (sheep like) species are conditionally permitted in the A-1 zone and are subject to the following regulations:

(1) Two bovine animals are permitted for each 1-½ acre of lot area.

(2) Eight bovine animals are permitted for each four acres of lot area, provided that the number of such animals will not exceed one animal per one-half acre of area. On any lot or parcel of land having an area of more than four acres, eight of any one combination of said animals may be kept.

(D) *Poultry and small animals*. Poultry, rabbits, chinchillas, hamsters and other small animals are conditionally permitted at a maximum density of 25 of any one or combination thereof per one acre. The killing or dressing of such animals or poultry for commercial purposes will not be permitted.

(E) *Apiculture and honey extraction.*

(1) No occupied hive may be located or maintained within 150 feet of any public road, street, or highway, or within 150 feet of any lot line, unless such lot line is common with other property utilized for an apiculture and honey extraction use; and

(2) No occupied hive may be located or maintained within 400 feet of any dwelling on any adjacent property or within 100 feet of any dwelling on the same property, unless the written consent of the owner of such dwelling is obtained.

(3) Available and adequate water supply must be maintained on the property at all times to serve the bees.

(F) *Outdoor aviaries.*

(1) Birds in outdoor aviaries are permitted, provided the total number of birds does not exceed ten birds for each 1,500 square feet of lot area.

(2) Aviaries must be located in accordance with the minimum distance requirements for animal-keeping areas set forth in subsection 16.13.210(E)(1)(c) of this Title 16.

(G) *Stables, barns and corrals*. Any stable, barn, corral, or other animal enclosure must be located as follows:

(1) A minimum distance of 50 feet from any dwelling or other building used for human habitation.

(2) A minimum distance of 100 feet from the front lot line of the lot upon which it is located.

(3) A minimum distance of 100 feet from any public park, school, hospital, or similar institution.

(4) A minimum distance of 20 feet from any interior side lot line or rear lot line.

(5) A minimum distance of 75 feet from any side street, or the distance equal to one-half the width of the lot abutting the side street, whichever distance is lesser.

(H) *Additional animals*. Any request for the keeping of more animals than specified in this section will require a Conditional Use Permit application pursuant to the provisions of Chapter 16.218 (Conditional Use Permits) of this Title 16.

(I) *Commercial animal keeping*. Any request for a commercial operation must be considered under a Conditional Use Permit application.

(Ord. 1100, passed 7-6-04)

§ 16.06.050 OTHER APPLICABLE REGULATIONS.

In addition to the requirements contained in this Chapter 16.11, the following applicable requirements of this Title 16 apply to development in the A-1 zone:

Chapter 16.40: General Property Development Standards

Chapter 16.46: Off-Street Parking and Loading

Chapter 16.48: Signs

Chapter 16.112: Nonconforming Uses

Chapter 16.114: Nonconforming Structures

Chapter 16.116: Nonconforming Lots

Chapter 16.230: Home Occupations

(Ord. 1100, passed 7-6-04)

CHAPTER 16.09: INDUSTRIAL ZONES

Section

16.09.010 Purpose and intent

16.09.020 Land use and permit requirements

16.09.030 Development standards

16.09.040 Accessory uses

16.09.050 Outdoor use and storage

16.09.060 Landscaping

16.09.070 Buffering requirements

16.09.080 Design principles

16.09.090 Other applicable regulations

§ 16.09.010 PURPOSE AND INTENT.

Three industrial zones and one industrial park overlay zone are established to preserve and enhance areas for a variety of manufacturing/industrial business activities and support commercial businesses. This chapter sets forth standards to ensure compatibility between manufacturing/industrial uses and other land uses; to protect adjacent properties from excessive illumination, noise, noxious gases, odor, smoke, traffic, vibration, unsightliness and other nuisances; to encourage quality development; and to accommodate the varied needs of the business community.

(A) *Light Industrial Zone (LI).* The LI zone allows low-intensity industrial businesses, including small-scale manufacturing, warehousing and storage. This zone is intended to provide an exclusive district for industrial operations that do not produce emissions of odor, dust, gas, fumes, smoke, glare, liquids, waste, noise, vibrations, disturbances or other similar impacts to surrounding properties. All operations are to be conducted entirely within enclosed buildings.

(B) *Industrial Zone (I).* The I zone allows a wide range of assembly, distribution, industrial, manufacturing, storage uses, and other industrial businesses that serve both local and regional customer bases. Limited outdoor operations that do not create objectionable impacts to surrounding properties, such as emissions of odor, dust, gas, fumes, smoke, glare, liquids, waste, noise, vibrations, disturbances or other similar impacts, are permitted in this zone. Heavy industrial uses are required to mitigate objectionable characteristics through the application of site design standards, environmental standards, and by review under a Conditional Use Permit in accordance with Chapter 16.218 of this Title 16.

(C) *Industrial Park Overlay Zone (IP).* The IP zone is an overlay zone that can be applied to the preceding two zones in order to provide greater flexibility in industrial design and allow low-intensity industrial, commercial, and office uses within master-

planned, integrated industrial subdivisions. Commercial uses that support industrial activities are also permitted within the IP overlay zone.

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06; Am. Ord. 1305, passed 10-7-20)

§ 16.09.020 LAND USE AND PERMIT REQUIREMENTS.

(A) Table 9-1 identifies uses permitted in the LI, and I zones. Industrial/manufacturing and commercial uses represent the primary permitted uses, although other uses are allowed as accessory, conditionally permitted, and temporary uses, as indicated in Table 9-1. Accessory uses are not permitted on any property where a permitted primary use does not already exist.

(B) Certain permitted uses and conditionally permitted uses may be subject to special conditions regarding the location, operation, or design of the use. Such uses are marked in Table 9-1 with an asterisk (*), and the special conditions that apply are contained in Chapters 16.54 through 16.76 (Standards for Specific Land Uses) of this Title 16.

(C) For uses not listed in Table 9-1, the provisions of § 16.02.020 (Director Responsibilities) of this Title 16 apply.

TABLE 9-1
Permitted and Conditional Uses - Industrial Zones

Use	***LI***	***I***
Accessory buildings necessary to use located on same lot or parcel	P	P
Adult Entertainment Establishment (see Chapter 16.54)	X	C*
Alcohol and Alcoholic Beverages Manufacturing	X	C
Animal Hospitals, Kennels & Veterinary Clinic	P	C
Automobile Service Station (fuel sales; see Chapter 16.72)	C*	C*
Automobile Repair and/or Tune-up Shop	C	C
Automobile dismantling	X	X
Assembly (small scale, see definition)	P	P
Assembly (large scale, see definition)	C	P
Cannabis Delivery	X	X
Commercial Cannabis Activities	X	X
Cultivation of Cannabis or Medical Marijuana	X	X
Catering establishment and box lunch preparation	X	X
Commercial Retail Businesses - 30,000 sf or smaller, and not listed otherwise in Table 9-1	C	X
Commercial Retail Businesses - Over 30,000 sf, and not listed otherwise in Table 9-1	C	C

Commercial Service Businesses - 10,000 sf or smaller, and not listed otherwise in Table 9-1	C	C
Commercial Service Businesses - Over 10,000 sf, and not listed otherwise in Table 9-1	X	X
Day Care Center (See Chapter 16.60)	C*	X
Day Care Center, Employer-Sponsored Child (See Chapter 16.60)	C*	C*
Distribution (low intensity, e.g. local distribution)	P	P
Distribution (high intensity, e.g. regional distribution, freight terminal)	X	P
Distribution - wholesale alcohol	C	C
Drive-through Facilities (see Chapter 16.66)	C*	C*
Dwelling - Farmworker Housing, Migrant Farmworker Housing	C	X
Dwelling - Live/work studio	C	X
Dwelling - Caretaker	C	C
Emergency shelters (see Chapter 16.78)	P	P
Equipment Rental	C	P
Farm vehicle sales, storage, repair, and auction (b)	X	P
Food Processing	X	C
Furniture Sales, Rentals, or Repairs	P	P
Health Clubs	C	X
Laboratories	C	C
Libraries, museums and private clubs	X	X
Lumberyards	X	X
Manufacturing (small scale) See Definition	P	P
Manufacturing (large scale) See Definitions	X	P
Manufacturing - chemicals, alcohol, asphalt, batteries, rubber fabrication	C	C
Motion Picture Studio	C	C
Nurseries	C	C
Office - Business or Professional - As primary use	P	X
Office - Business or Professional - As accessory to primary commercial or industrial use	A	A
Processing (small scale - see definition) (a)	P	X
Processing (large scale - see definition) (a)	X	C
Public Facilities for governmental purposes	X	X
Public Storage Facility/Mini-warehouse	C	C
Public Utility Yard	C	C
Recreational enterprises and facilities	X	X
Recycling Facility (see Chapter 16.70)	C*	C*
Research and Development Businesses	P	P

Restaurant, including fast-food	C	X
Slaughtering	C	X
Storage (large scale, e.g. construction equipment, building material, operating motor vehicles, transit and transportation equipment (b))	C	P
Storage - non-operating motor vehicles, even when in conjunction with another use on the same lot or parcel	X	X
Surface Mining and Reclamation (See Chapter 16.100 et seq.)	X	C*
Telecommunications Facilities (see Chapter 16.50)	C*	C*
Trade School	P	C
Truck Repair and Overhauling	X	X
Trucking, freighting or draying yards or terminals	X	X
Utility Distribution and Transmission Stations	C	C
Vehicle impound yards (b)	C	P
Vehicle parts and equipment stores	X	X
Vehicle sales - wholesale (b)	X	C
Vehicle sales - retail	C	C
Vehicle rental agency	C	C
Warehouse (other than Distribution)	C	C
Wholesaling	P	P

Key: P = Permitted Use A = Permitted as an Accessory Use

C = Conditional Use Permit Required X = Not Permitted

(See Chapter 16.218) * = Special use conditions and/or development standards apply.

1. When operated or maintained wholly within a building.

Notes: (a) Food Processing is accepted and addressed separately above.

(b) See Section 16.21.050 regarding outdoor storage and activity.

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06; Am. Ord. 1172, passed 7-2-07; Am. Ord. 1249, passed 5-6-13; Am. Ord. 1262, passed 2-1-16; Am. Ord. 1305, passed 10-7-20)

§ 16.09.030 DEVELOPMENT STANDARDS.

(A) Table 9-2 identifies the development standards that apply to all development in the LI and I zones.

TABLE 9-2 ***Development Standards - Industrial Zones***	
Development Standards	**Zone**

	LI	LI (IP)	I	I (IP)
1. Minimum size for Industrial subdivision (see Section 16.21.030(B))	5 acre	5 acre	5 acre	5 acre
2. Minimum Lot Size	10,000 sf	10,000 sf	1 acre	1 acre
3. Minimum Lot Width	60 ft.	60 ft.	60 ft.	60 ft.
4. Minimum Lot Depth	100 ft.	100 ft.	200 ft.	200 ft.
5. Floor Area Ratio (FAR)- Maximum (a)	0.35	0.25	0.35	0.25
6. Front Yard Setback - Minimum	10 ft.	20 ft.	5 ft.	20 ft.
7. Side Yard Setback - Minimum				
* Interior	0 ft.	5 ft.	0 ft.	5 ft.
* Street Side	10 ft.	20 ft.	5 ft.	20 ft.
* Abutting residential zone	15 ft.	15 ft.	20 ft.	20 ft.
8. Rear Yard Setback - Minimum				
* Abutting nonresidential zone	0 ft.	5 ft.	0 ft.	5 ft.
* Abutting residential zone	40 ft.	40 ft.	50 ft.	50 ft.
9. Lot Coverage - Maximum	85%	80%	85%	80%
10. Building Height - Maximum	45 ft.	45 ft.	45 ft.	45 ft.

Abbreviations: sf = square feet, ft. = feet

Note: a) Additional FAR may be approved through Conditional Use Permit review and approval.

b) All buildings must be located not nearer than 35 feet from the center line of the street or 5 feet, whichever is greater.

(B) *Additional standard for Industrial Park (IP) Overlay Zone*. Every industrial park subdivision must have a minimum of 5 acres overall. A maximum of 75% of the park may have parcels in accordance with the minimum lot size requirements of the underlying zone (see Table 9-2). The remaining 25% of the parcels must be 4 acres in size or larger.

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06; Am. Ord. 1172, passed 7-2-07; Am. Ord. 1305, passed 10-7-20)

§ 16.09.040 ACCESSORY USES.

(A) In the LI and I zones, incidental retail sales in connection with the primary use are permitted, provided any retail display and sales area does not exceed 25% of the total building area, and provided that the business complies with § 37.19 of the Santa Paula Municipal Code regarding sales tax.

(B) Recreational facilities for employees are permitted as accessory uses to the primary use.

(C) Antennas and other telecommunication facilities must conform to the provisions of Chapter 16.50.

((Ord. 1100, passed 7-6-04; Am. Ord. 1305, passed 10-7-20)

§ 16.09.050 OUTDOOR USE AND STORAGE.

LI and I Zones.

(A) All commercial, manufacturing and processing activities must occur within a fully enclosed building or other approved interior space unless otherwise authorized by this chapter.

(B) Outdoor storage is permitted only within a rear or interior side yard. Such storage must be entirely screened from view from any public right-of-way by a combination of fencing, walls, and/or landscaping. Chain link fencing is allowed only with wood or metal slatting, and must comply with all parts of this section. All screening materials must be neatly maintained, kept in good repair, and erected and maintained in a manner that achieves all intended screening purposes.

(C) When outdoor storage is located on a parcel without a building, the storage must be entirely screened from view with a solid (opaque) wall or fence.

(D) Landscaping must be placed in front of any wall or fence adjacent to a public right-of-way either in a landscape planter or through the use of landscape pockets provided along the wall.

(E) Chain link fencing with wood or metal slatting is an acceptable screening material only for areas not visible from a public street or parking lot.

(F) No storage of materials or equipment shall exceed the height of such required screening.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1167, passed 11-20-06; Am. Ord. 1305, passed 10-7-20)

§ 16.09.060 LANDSCAPING.

(A) *Purpose*. Landscaping is to be used to provide attractive planted areas which complement buildings on a site, reduce heat and glare, control soil erosion, and screen unsightly storage and parking areas.

(B) *Landscaping requirements.*

(1) Landscape coverage of a building site must be provided as follows:

Zone	***% Coverage Required (Minimum)***
LI	15%

I	15%

Such landscaping may include any landscaping required in off-street parking areas (See § 16.46.140)

(2) Along any property lines abutting a residential zone, a minimum 15-foot landscaped setback must be provided. One tree must be provided for each 20 linear feet of such setback buffer.

(3) All required front yards must be landscaped.

(4) Landscaping of required off-street parking areas must be provided as set forth in § 16.46.140 (Landscaping Requirements) of Chapter 16.46 (Off-Street Parking and Loading) of this Title 16.

(5) No more than 15% of any required landscaped area can consist of hardscape or other non-plant materials such as patios, walkways, fountains, rocks, bark, masonry or brickwork, or similar feature.

(6) Landscaped areas must have a minimum width of five feet, including any curbs or similar borders. Narrower landscaped areas may be provided but can not be counted toward meeting the coverage requirements set forth in paragraph (1) above.

(7) Any area within required setbacks not used for other purposes must be landscaped.

(8) Landscaping used to screen storage areas, trash enclosures, parking areas, public utilities, and other similar building features must be planted at a height and density to provide the desired screening effect within three years of initial planting.

(9) Street trees must be provided consistent with City Resolution 3675 establishing guidelines for the preparation of landscape and irrigation plans.

(10) All landscaping must comply with City Resolution 3675 establishing guidelines for the preparation of landscape and irrigation plans.

(C) *Irrigation required.* All required landscape areas must be provided with permanent automatic irrigation systems suitable for the type of landscaping provided.

(D) *Landscape maintenance*. All landscaping must be permanently maintained in a neat and healthy condition. Maintenance of approved landscaped installations must consist of regular watering, pruning, fertilizing, clearing of debris and weeds, removal and replacement of dead plants, and repair and replacement of irrigation systems and hardscape.

(E) *Landscape and irrigation plans required.*

(1) Landscape and irrigation plans are required for all development proposals. Such plans must indicate the square footage of each landscaped area, report the total square footage devoted to landscaping, identify each landscaping area and the types of plants to be provided therein, list the container size of each plant, and clearly portray the entire landscaping layout and irrigation system.

(2) Landscape design plans must be prepared by a California Registered Landscape Architect, unless waived by the Director or designee.

(3) No building permit will be issued until landscaping and irrigation plans have been reviewed and approved by the Director or designee. The Landscape Architect must certify the plans have been implemented according to the approved plans.

(F) *Water-conserving features.* Landscape and irrigation plans must take full advantage of available drought-tolerant landscape materials and low-water-flow irrigation systems, except where such action conflicts with adopted fire prevention plans, or the Fire Chief determines that such would create a fire hazard.

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20-06; Am. Ord. 1305, passed 10-7-20)

§ 16.09.070 BUFFERING REQUIREMENTS.

Where an industrial use abuts a property in a residential zone, a masonry wall of minimum height eight feet must be erected and maintained between the two uses. The wall shall be measured from the highest adjacent grade. Masonry walls greater than 40 feet in total length must be designed with architectural columns at intervals lengths of between 12 to 16 feet. Landscape screening of the wall must also be provided on the industrial property.

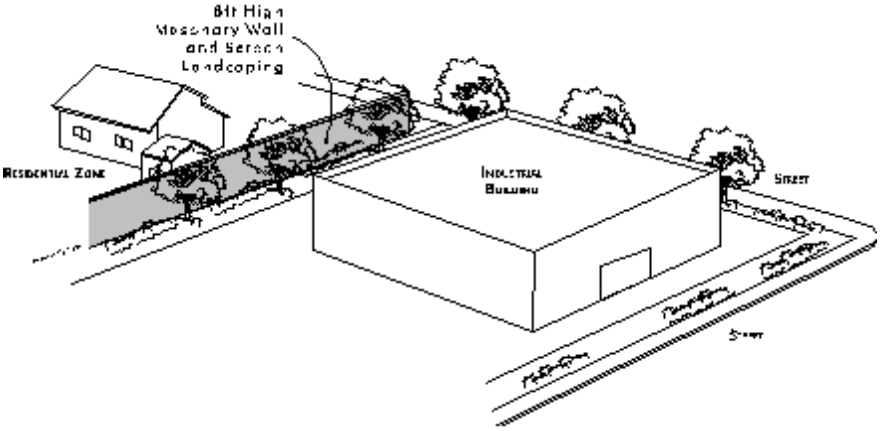


Figure 17-1

Buffering of Industrial Uses

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20- 06; Am. Ord. 1305, passed 10-7-20)

§ 16.09.080 DESIGN PRINCIPLES.

The design of structures on the industrial zoned lots must comply with the Design Review guidelines as adopted under City Council Resolution 5298.

(Ord. 1100, passed 7-6-04; Am. Ord. 1167, passed 11-20- 06; Am. Ord. 1305, passed 10-7-20)

§ 16.09.090 OTHER APPLICABLE REGULATIONS.

In addition to the requirements contained in this Chapter 16.09, the following applicable requirements of this Title 16 must apply to development in industrial zones:

Chapter 16.40: General Property Development Standards

Chapter 16.42: Performance Standards

Chapter 16.44: Fences, Wall, and Hedges

Chapter 16.46: Off-Street Parking and Loading

Chapter 16.48: Signs

Chapter 16.50: Antennas and Other Telecommunications Facilities

Chapters 16.54 -16.76: Standards for Specific Land Uses

Chapters 16.110-16.118: Nonconformities

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06; Am. Ord. 1167, passed 11-20- 06; Am. Ord. 1305, passed 10-7-20)

CHAPTER 16.10: AIRPORT ZONES

Section

16.10.010 Purpose and intent

16.10.020 Applicability

16.10.030 Use restrictions

16.10.040 Development standards

16.10.050 Special performance standards

16.10.060 Other applicable regulations

§ 16.10.010 PURPOSE AND INTENT.

The Santa Paula Airport is a privately owned and operated aviation facility. The proximity of the airport to populated areas of the city necessitates the establishment of special use regulations and development standards to ensure compatibility between the airport and surrounding land uses. These use restrictions and development standards are based on the Ventura County Airport Comprehensive Land Use Plan (VCACLUP), a document that governs all aviation facilities in the County, and the State Aeronautics Program 1993 Airport Land Use Planning Handbook.

In accordance with Cal. Gov't Code §§ 50485 et seq., the purpose of this subchapter is to prevent creation or establishment of airport hazards and to provide for the elimination, removal, alteration, mitigation or marking and lighting of existing airport hazards.

Four zones, three of which are overlay zones, are designed to accommodate the operations of the airport while maintaining safety as a priority.

(A) *Airport Operational Zone - KO*. The purpose of the Airport Operational (KO) zone is to provide an area to facilitate airport operations. The zone applies to airport facilities that are open to the public and maintain a valid permit from the California Aeronautics Commission designating the facility as an airport available to the public, subject to airport administration regulations.

(B) *Airport Safety Overlay Zone (KS*). The purpose of the Airport Safety (KS) overlay zone is to limit uses and restrict development within areas classified as the Runway Protection Zone, Outer Safety Zone, and Sideline Safety Zone, as identified for the Santa Paula Airport in the VCACLUP.

Within the KS Zone, subzones are established as follows:

(1) *KS-IS Inner Safety Subzone*. Inner safety subzones are located near each end of the airport runway. Each such subzone is 250 feet in width along a line parallel to and 200 feet beyond the designated threshold of the runway and flares uniformly to a width of 450 feet along a line parallel to and 1,200 feet beyond such threshold. The extended centerline of the runway bisects the subzone. This zone corresponds to the Runway

Protection Zone (a.k.a. inner safety zone) for the Santa Paula Airport, identified in the VCACLUP.

(2) *KS-OS Outer Safety Subzone*. Outer safety subzones are located near each end of the airport runway. Each such subzone is 450 feet in width along a line parallel to and 1,200 feet beyond the designated threshold of the runway and flares uniformly to a width of 950 feet along a line parallel to and 3,700 feet beyond such threshold. The extended centerline of the runway bisects the subzone. This zone corresponds to the Outer Safety Zone for the Santa Paula Airport, identified in the VCACLUP.

(C) *Airport-Influenced Overlay Zone (KI).* The purpose of the Airport-Influenced (KI) overlay zone is to require less-intense uses and development within the area in which airplane traffic is concentrated. The boundaries of the (KI) overlay correspond to the boundaries of the Traffic Pattern Zone, as identified for the Santa Paula Airport in the VCACLUP.

(Ord. 1100, passed 7-6-04)

§ 16.10.020 APPLICABILITY.

The provisions of this chapter will apply to the three airport zones. Two of the zones are overlays and therefore, in the event that these restrictions conflict with the underlying zone, the more restrictive provisions will apply. In the event that a lot or parcel of land is located partly within an overlay zone, the restrictions applicable to such overlay zone will apply to the part of the lot or parcel located within the overlay zone.

(Ord. 1100, passed 7-6-04)

§ 16.10.030 USE RESTRICTIONS.

(A) *Airport Operational Zone - KO*.

(1) Permitted uses. The following uses are permitted in the KO Zone:

(a) Runways, taxiways, and other surfaces used by airplanes on the ground

(b) Communication facilities.

(c) Terminal buildings.

(d) Sale of aviation fuel and products.

(e) Airplane rentals.

(f) Charter and delivery services.

(g) Flying schools.

(h) Air photographer, survey and map-making services.

(i) Aircraft storage and tie downs.

(j) Aircraft repair and servicing.

(2) *Uses requiring a Conditional Use Permit*. The following uses may be permitted subject to Conditional Use Permit review pursuant to Chapter 16.218 (Conditional Use Permits) of this Title 16.

(a) Airplane sales, including equipment and supplies.

(b) Service establishments for airport business:

i. Car rental;

ii. Restaurant, café, cafeteria; and

iii. Taxistand.

(c) Industrial uses listed as permitted in the LI Zone, subject to the same conditions and restrictions as in the LI Zone, provided that they are found to be compatible with existing, proposed or allowed uses within the zone.

(B) *Airport Safety Overlay Zone (KS).* Notwithstanding the use regulations of the underlying zone, any use involving, as the primary activity, the manufacture, storage, or distribution of explosives or flammable materials is prohibited.

The following land use restrictions apply to the KS Overlay Zone and the KS-IS and KS-OS subzones. In the event that these restrictions are in conflict with the base zoning as shown on the zoning map or in the event that land is located in two or more subzones, the more restrictive will apply. In the event that a lot or parcel of land is located partly within one or more of the subzones, the restrictions applicable to such subzone or subzones will apply to that part of the lot or parcel located within the subzone or subzones.

(1) *KS-IS Inner Safety Subzone.*

(a) Land use within the inner safety subzone is intended to have few or no people and no structures or obstructions. Prohibited uses include:

i. Buildings or structures;

ii. Outdoor amusement;

iii. Outdoor commercial or industrial operation;

iv. Parks;

v. Resorts and camps;

vi. Storage or manufacture of explosives or petroleum products;

vii. Trees;

viii. Uses prohibited in the outer safety subzone;

ix. Uses that attract birds.

(b) The following uses are permitted in the KS-IS subzone if such use is permitted in the underlying zone and only if found to conform to the Federal Aviation Administration guidelines:

i. Communications facilities;

ii. Golf course, except clubhouse;

iii. Landscaping, except trees;

iv. Outdoor storage;

v. Automobile parking;

vi. Streets;

vii. Utilities.

(2) *KS-OS Outer Safety Subzone.*

(a) Land use within the outer safety subzone is intended to have low population densities and reduced lot coverages. Prohibited uses include:

i. Auditoriums/theaters;

ii. Churches/synagogues;

iii. Hospitals/convalescent homes;

iv. Hotels/motels;

v. Outdoor sports arenas;

vi. Outdoor amphitheaters;

vii. Residences;

viii. Schools;

ix. Transportation terminals.

(b) The following uses are permitted in the KS-OS subzone if such use is permitted in the underlying zone and only if found to conform to the Federal Aviation Administration guidelines:

i. Manufacturing;

ii. Light industrial;

iii. Research and development;

iv. Business parks/corporation offices;

v. Commercial offices;

vi. Commercial retail and wholesale;

vii. Golf course;

viii. Landscaping;

ix. Outdoor storage;

x. Automobile parking.

(C) *Airport-Influenced Overlay Zone (KI).* Land uses in the VCACLUP traffic pattern zone is intended to exclude large assemblages of people and have reduced lot coverages. Prohibited uses include:

(1) Auditoriums/theaters;

(2) Churches/synagogues;

(3) Hospitals/convalescent homes;

(4) Other high-occupancy uses;

(5) Outdoor amphitheaters;

(6) Outdoor arenas;

(7) Schools (with exception of flight schools);

(8) Transportation terminals.

(Ord. 1100, passed 7-6-04; Am. Ord. 1159, passed 6-19-06)

§ 16.10.040 DEVELOPMENT STANDARDS.

(A) *Airport Operational Zone - KO*. Airport operational facilities must be designed in accordance with the recommended standards of the Federal Aviation Administration document AC 150/5300-4A, Utility Airports, as minimum for Stage 1, basic utility airports except as amended below:

(1) Minimum land area: 25 acres

(2) Minimum runway length: 2,000 feet, with 2,450-foot maximum

(3) Dimensional standards and setbacks:

(a) Runway width: 45 feet

(b) Runway safety area width: 100 feet

(c) Landing strip length beyond runway end: 100 feet

(d) Taxiway width: 20 feet

(e) Runway centerline to taxiway centerline: 95 feet

(f) Runway centerline to property line: 150 feet

(g) Runway centerline to building restriction line, taxiway side, both sides: 100 feet

(h) Taxiway centerline to airplane tiedown area: 20 feet

(i) Taxiway centerline to fixed or movable obstruction: 50 feet

(j) Primary surface width: 200 feet

(k) Clear zone, width at start: 250

(l) Clear zone, runway end to start of clear zone: 200 feet

(m) Clear zone: 1,000 feet in length or 50 feet vertical clearance between terrain and approach surface

(n) Clear zone, width at end of clear zone: 450 feet

(o) Approach slope: 20 to 1

(4) Yards. All buildings must be set back from any property line fronting on or paralleling a dedicated street or frontage road a minimum of 15 feet.

(5) Maximum building height of structure: 35 feet.

(6) Lot coverage: All main buildings, accessory buildings, and structures for nonresidential uses must cover not more than 50% of the total building site including street or greenbelts. Residential structures and uses are not permitted in the KO zone.

(7) Parking. The provisions of Chapter 16.46 apply; except, that all open parking areas must have a minimum of 10% of its area devoted to permanently maintained landscape materials consisting of ground cover, shrubs, trees and other plant materials.

(8) Aviation fuel must be stored in aircraft tanks, in delivery units approved by the Fire Department, or in aviate fuel storage tanks reserved for such use, as approved by the Fire Department.

(B) *Airport Safety Overlay Zone (KS).*

(1) KS-IS Inner Safety Subzone.

(a) Buildings and structures are prohibited in the KS-IS zone.

(2) KS-OS Outer Safety Subzone.

(a) Lot coverage: All main buildings, accessory buildings and structures must cover not more than 25% of the total building site including any streets or greenbelts.

(b) Maximum building height of structure: 35 feet.

(C) *Airport-Influenced Overlay Zone (KI).*

(1) Lot coverage.

(a) Nonresidential uses: All main buildings, accessory buildings, and structures for nonresidential uses must cover not more than 50% of the total building site including street or greenbelts.

(b) Residential uses: All main buildings, accessory buildings, and structures for residential uses must cover not more than 25% of the total building site, including streets or greenbelts.

(3) Maximum building height of structure: 35 feet.

(Ord. 1100, passed 7-6-04)

§ 16.10.050 SPECIAL PERFORMANCE STANDARDS.

The following performance standards apply to the Airport Operational zone (KO), the Airport Safety Overlay Zone (KS) and Airport Influenced Overlay Zone (KI):

(A) *Surfacing and dust control*. All surfaces must be properly drained, graded and maintained free of weeds, trash, and other debris.

(B) *Waste disposal*. No harmful, noxious, or objectionable discharge of any waste materials, fumes, dust, or smoke are permitted into or upon the ground, sanitary or storm sewer system, water or water system, nor into the atmosphere. Incineration of waste materials is prohibited. Food related waste must be stored in a manner that does not attract birds.

(C) *Heat and glare*. Any operation producing glare or heat must be performed within a building or enclosed or screened area so that such glare or heat is not perceptible, without instruments, beyond the property lines of the parcel of origin.

(D) *Electronic and radio interference*. No operation may emit electrical, electronic, or radio emissions that will interfere with, obstruct, or adversely affect the operation of air navigation aids and radio communication.

(E) *Vibration*. No operation is permitted that emits ground vibrations perceptible without instruments beyond the property lines of the parcel of origin.

(F) *Fire insurance rating*. No operation may, by its nature, increase the fire insurance rating for adjoining or adjacent property.

(G) *Landscaping*. Required front and street side yards, excepting pedestrian and vehicular access and all areas not otherwise covered with buildings or paved, must be landscaped and maintained with planting materials, or at least 75% of the surface-area must be in planting and the remainder in landscaping aggregate, excluding asphalt.

(H) *Fair disclosure*. A fair disclosure agreement and covenant must be recorded on the deed for the property by the owner and/or developer of the property.

(I) *Nuisance*. All structures, landscaping, and other development features must be designed to minimize their attraction of birds.

(Ord. 1100, passed 7-6-04)

§ 16.10.060 OTHER APPLICABLE REGULATIONS.

In addition to the requirements contained in this chapter, any applicable requirements in the following chapters apply to development in any of the three airport zones:

Chapter 16.40: General Property Development Standards

Chapter 16.44: Fences, Wall, and Hedges

Chapter 16.46: Off-Street Parking and Loading

Chapter 16.48: Signs

Chapter 16.50: Antennas and Other Telecommuni- cation Facilities

Chapter 16.54 -16.76: Standards for Specific Land Uses

Chapters 16.110-16.118: Nonconformities

(Ord. 1100, passed 7-6-04)

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, City Attorney

Subject: DISCUSSION TO AMEND SANTA PAULA MUNICIPAL CODE CHAPTER 152 MOBILE PARK RENT STABILIZATION ORDINANCE TO ADD THE RIGHT TO APPEAL TO CITY COUNCIL

Date: June 4, 2025

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends City Council discuss amending Chapter 152 of the Santa Paula Municipal Code to allow appeal of Mobile Home Rent Review Commission decisions to City Council.

Presented by:
Monica Castillo, City Attorney
James Mason, Community & Economic Development Director

BACKGROUND:

At the May 21, 2025 regular City Council meeting, the Council approved placing on the June 4, 2025 agenda an item to discuss whether to amend the City's Mobile Home Park Rent Stabilization Ordinance ("Ordinance") to allow for appeals to the City Council. A copy of the Ordinance is attached.

This item comes in the midst of a pending application ("Application") from the owner of The 400 Mobile Estates to increase rent by 44.6% equal to an additional $205.29 per space, per month, to "maintain net operating income" under Santa Paula Municipal Code (SPMC) section 152.08 (Rent Increase by Application to the Commission).

Due to regrettable missteps discovered by City staff, the public received incorrect information concerning Application hearing dates and procedures contrary to the Ordinance. A document titled "Procedure for Rent Increase Requests at Mobile Home Parks," published on the City's website in March, indicated that "If an appeal [of the Commission's decision] is filed, the case moves to the City Council for review." The Ordinance's procedures in SPMC section 15.09, however, do not allow for anyone to appeal the Commission's decision to the City Council. When Staff became aware of the errors, Staff removed the document and replaced it with a new document that had the correct deadlines and removed the statement that an appeal could be filed with the City Council. This deletion was intended solely to match the ordinance, and did not take away appeal rights as none exist in the Ordinance.

These events lead to confusion and distress among Park residents. Several came to speak and ask Council to amend the Ordinance so that there is a right to appeal a Commission decision to Council. Honoring that request, this item explores neighboring jurisdictions' procedures and how best to ensure Park resident voices are represented, including the possibility of appeals to Council.

ANALYSIS:

General Legislative Background

There are various special laws affecting mobilehome park tenancies. The most significant is the Mobilehome Residency Law (MRL) (Civil Code §§798–799.11). Enacted in 1978, the MRL regulates the grounds for eviction, eviction procedures, contents of rental agreements, and types of charges that can be imposed. The MRL does not limit the rent a park owner may charge.

In the wake of the MRL, various communities in California adopted mobile home rent control ordinances. Among them was the City of Santa Paula.

Santa Paula Mobile Home Rent Stabilization Ordinance

The City's Ordinance was adopted in 1981 and appears not to have been amended since that time, except for renumbering. Per the Ordinance, a three-member Mobile Home Rent Review Commission appointed by City Council hears applications for rent adjustments - either a decrease or increase in rent. Once the Commission issues a decision, the decision is the final decision and cannot be further appealed to City Council. The residents or the park owner instead may challenge the decision by filing a lawsuit in superior court.

Ventura County Jurisdictions With Mobile Home Rent Control

Some but not all jurisdictions within Ventura County have adopted mobile home rent stabilization ordinances shown in the table below. Although adopted in the 1980s, these ordinances have been amended over time.

Jurisdiction	Rent Control Status	Enacted	Hearing Body
Unincorporated Ventura County	Yes	1983	5-member Mobile Home Park Review Board appointed by Board of Supervisors (BOS) meets quarterly. There is no appeal to BOS. The Board provides BOS a detailed report every three years describing activities, results of hearings, and other pertinent matters.
Oxnard	Yes	1982	A hearing on an application first conducted by independent hearing officer. A five-member Mobile Home Rent Review Board appointed by Council hears appeals from officer decisions. There is no appeal to City Council available. The Board must provide an annual report to City Council.

Ventura (City of San Buenaventura)	Yes	1981	A 5-member Rent Review Board appointed by City Council hears appeals from rent administrator decisions. The Board submits an annual report to the City Council. No appeal on Board decisions to the City Council is available.
Thousand Oaks	Yes	1980	Planning Commission hears applications except for certain rent adjustments that the Community Development Director may grant. Appeals on the Director's decisions are heard by the City Manager. ***Appeals on a Commission decision may be filed with the City Council.***
Moorpark	Yes	1993	City Council serves as the Mobile Home Park Rent Review Board and is the sole decisionmaker. The Board approves standard CPI increases, holds hearings on discretionary rent increases, and approves amortization schedules for capital improvements/ rehabilitation work. The are no appeals.

Updated in 2021, the City of Thousand Oaks ordinance allows parties to appeal a decision from the Planning Commission to the City Council. The Planning Commission serves as the reviewing body for rent increase applications based on fair return grounds. Should Council choose to amend the City's ordinance to create a right of appeal to City Council, it would be prudent for staff to discuss with Thousand Oaks staff before doing so.

Outside Ventura County, the vast majority of mobilehome rent control ordinances do not contain a right to appeal to City Council. Leading legal practice guides are also drafted as though a rent review board is the final decisionmaker.

Benefits of Board as Final Decisionmaker

Using an appointed board (or independent hearing officer) as the final decisionmaker has its benefits. Among them is ensuring the decisionmaker is disinterested in the outcome and no allegations of bias can be alleged by a park owner or resident unhappy with the outcome. Another is board members and hearing officers generally have experience in the highly specialized area of mobilehome park regulations and local rent stabilization. Hearings must be run to ensure due process and take the form of adversarial quasi-judicial proceedings that City Council members may not have sufficient familiarity to conduct.

Benefits of City Council as Final Decisionmaker

A potential benefit of creating a right to appeal to City Council is the power to remand applications back to the Commission to consider facts that the Commission overlooked. An appeal to City Council could also give a chance for residents to voice dissatisfaction to their elected officials as opposed to appointed officials who lack direct accountability to residents. The risk here is that council members could be accused of being partial and not following the law, instead responding to community sentiments and pressures. Such an allegation has been made in a recent lawsuit the City Attorney is aware of and opens up council member

communications to discovery requests. Moreover, a councilmember may be required to recuse him or herself from the appeal due to a financial conflict of interest. Possible disqualifying financial conflicts of interest include owning or renting property near a park, or buying a mobile home at a park and renting it to tenants.

Other Considerations
As the policy maker, the City Council has other options to ensure residents are represented and their concerns addressed, including the following amendments to the Ordinance, which would require the Commission do the following:

1. Meet regularly to hear resident concerns
2. Prepare periodic written reports to Council
3. Consist of members with technical qualifications relevant to rent adjustments

Another option for Council to consider is creating an Ordinance Review Committee to study the Ordinance and make recommendations to the City Council. The committee could consist of representatives from each park in the City, both owners and residents, and City representatives. The committee could examine the practical impacts certain amendments may have on residents and park owners. For example, whereas park owners may have unrestrained financial resources to afford costly appeals involving attorneys, experts, and consultants, park residents are often families on fixed or limited incomes. The rent review process also causes anxiety and uncertainty which could be exacerbated by a process that allows for another level of appeal. These and other unknown concerns could be studied by a committee to give informed recommendations to Council.

Finally, any updated ordinance cannot apply retroactively. As was expressed at the May 21, 2025 meeting, amendments to the appeal process will not apply to the pending 400 Mobile Estates application.

STRATEGIC PLAN:

This item indirectly supports the following goal in the 2-year Strategic Plan:

F. Community Vitality
Goal: Provide the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow.

FISCAL IMPACTS:

Costs will likely be substantial to amend the Ordinance depending on the scope of direction City Council provides. Administering a new ordinance process could require more funds to hire experts, independent contractors, and/or staff. Due to such factors yet to be decided, a reasonable estimate of fiscal impacts cannot be given at this time. However, should Council give direction to pursue the change, Staff will return at a later date with a budget allocation request.

OPTIONS:

N/A

ATTACHMENTS:

SPMC CH. 152 Mobile Home Park RSO.pdf

CHAPTER 152: MOBILE HOMES AND MOBILE HOME PARKS

Section

Rent Stabilization

152.01 Purpose
152.02 Definitions
152.03 Exemptions
152.04 Maximum permitted rent
152.05 Resident representatives
152.06 Mobile Home Rent Review Commission
152.07 Rent adjustments
152.08 Rent increase by application to the Commission
152.09 Hearings and procedures
152.10 Maximum increase in 12-month period
152.11 Registration, posting and fees
152.12 Rules and guidelines
152.13 Agreements
152.14 Remedies
152.15 Conflicting provisions
152.99 Penalty

Cross-reference:

Use of mobile homes as dwellings, see § 156.027

Required architectural features of single-family dwellings, see § 156.028

Statutory reference:

Mobile homes, see Cal. Health & Safety Code §§ 18200 et seq.

RENT STABILIZATION

§ 152.01 PURPOSE.

(A) The conditions which caused the city to adopt previous ordinances of the municipal code regulating rent increased for spaces in mobile home parks continue to exist. Mobile home owners, unlike apartment tenants or residents of other rental stock, are in the unique position of having made a substantial investment in a mobile home for which they must rent a space in a mobile home park. Many have also made investments in landscaping and exterior improvements to the mobile home and the rental space on which it is located. Alternative sites for the relocation of mobile homes are difficult to find due to the shortage of vacant spaces, the restriction on the age, size or style of mobile homes

permitted in many parks and requirements related to the installa-tion of mobile homes, including permits, landscaping and site preparation. Thus, if mobile home owners are unable to pay the rent, or relocate for other reasons, they must sell their homes. Excessive rents or uncertainty as to the rent impairs the ability to sell a mobile home and recover the investment, as well as fair return on the homeowner's investment, in the mobile home. At the present time, the cost of moving a mobile home is $10,000 or more and the risk of damage in moving is significant. Typically, mobile homes may not be moved more than once in their lifetime. The creation of mobile home parks and mobile home park spaces require approvals and permits by local government. Neither the city nor any other local political entities in the county have approved the creation of any new mobile home parks or a substantial number of new spaces in many years. In fact, since 1985 a number of mobile home parks in the county have closed, resulting in a dwindling number of mobile home park spaces in the county available for rent. The result of these conditions is the creation of a captive market of mobile home owners and tenants. Consequently, the rental of spaces by mobile home park owners to mobile home residents is a noncompetitive business venture in which, in the absence of price regulation, price gouging is likely to and has occurred. Also, the immobility of mobile homes and the shortage of spaces, in turn, contributes to the imbalance in the bargaining relationship between park owners and mobile home park tenants. Because mobile homes are often owned by senior citizens, persons on fixed incomes, and persons of low and moderate income, exorbitant rent increases fall upon these individuals with particular harshness.

(B) It is the purpose of this subchapter to protect residents of mobile home parks from excessive rent increases, to regulate the size of an allowable space rent increase upon the vacation, either by sale or otherwise, of a resident from a mobile home space in a park, while at the same time providing a just and reasonable return to park owners.

(C) Previous ordinances enacted by the City Council have not been sufficiently protective in terms of the conditions described above. This has resulted in a lack of uniformity in terms of space rent increases as between mobile home parks, lack of a clear standard in determining fair return to the park owner, and price gouging on increasing rents when a resident vacates the space by sale or otherwise.

('81 Code, § 8.48.010)

§ 152.02 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CAPITAL IMPROVEMENTS. The installation of new improvements and facilities and/or the replacement or reconstruction of existing improve-ments and facilities which consist of more than ordinary maintenance or repairs and have a useful life of at least five years. Keeping the streets and common areas in good repair and/or replacing them shall not be considered capital improvement.

CONSUMER PRICE INDEX (CPI). The CPI published by the Bureau of Labor Statistics for the Los Angeles-Anaheim-Riverside Metropolitan Area, All Urban Consumers.

HOUSING SERVICES. Services connected with use or occupancy of a rental space in a mobile home park which are provided to residents for the rent charged for a space including, but not limited to, utilities, ordinary repairs, replacement and maintenance, laundry facilities, recreational facilities, a resident manager, refuse removal, parking street cleaning and maintenance, and other benefits, privileges, facilities or terms and conditions of the tenancy.

MANUFACTURED HOME or ***MOBILE HOME.*** A structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width, or 40 body feet or more in length, or when erected on site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained

therein; except that such term shall include any structure which meets all the requirements of this definition except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established herein. ***MANUFACTURED HOME*** includes a mobile home subject to National Manufactured Housing Construc-tion and Safety Act of 1974 (42 USC 5401 et seq.).

(Cal. Health & Safety Code § 18007)

MOBILE HOME PARK. Any area of land within the city where two or more spaces are rented, or held for rent, to accommodate mobile homes used for human habitation, but shall not include parks which rent spaces exclusively to recreational vehicles as that term is defined in Cal. Civ. Code § 799.29.

OWNER. A person or entity who receives or is entitled to receive rent for the use or occupancy of a mobile home park space or an agent or representative authorized to act on behalf of such person or entity.

RENT. The consideration paid for use or occupancy of a mobile home space and the provision or related housing services.

RENT ADMINISTRATOR. The person desig-nated by the City Manager to administer the pro-visions of this subchapter.

RESIDENCY. The right to entitlement of a mobile home owner to use, occupy and place a mobile home on a rental space in a mobile home park and to related housing services.

RESIDENT. An owner of a mobile home who has a residency.

VACANCY. A vacant space, or the sale by a resident of a mobile home in place in a mobile home park to a new owner.

('81 Code, § 8.48.020)

§ 152.03 EXEMPTIONS.

The rent regulation provisions in §§ 152.04, 152.07 and 152.08 of this subchapter shall not apply to:

(A) Mobile home spaces in parks constructed after the effective date of the initiative codified in this subchapter;

(B) This subchapter shall not apply to the rent for a space while the space is subject to a lease which exempts that space from rent regulation pursuant to the California Mobile Home Residency Law, Cal. Civ. Code §§ 798 et seq.

('81 Code, § 8.48.030)

§ 152.04 MAXIMUM PERMITTED RENT.

(A) An owner shall not charge, demand, accept or retain rent for a mobile home space exceeding the lawful rent in effect on December 31, 1991, except as hereinafter provided. Any rent increases, other than one authorized by state law, charged between the dates of January 1, 1992, and the effective date of the initiative codified in this subchapter shall be rolled back to rent existing on December 31, 1991. No notice of a rent increase may be given by a park owner to the residents until the rent increase has been approved pursuant to this subchapter and no rent increase approved pursuant to this subchapter shall be charged, demanded, accepted or retained until lawful notice of that increase has been given to the affected residents by the park owner.

(B) No owner shall reduce the housing services provided for the rent paid on the effective date of the initiative codified in this subchapter or under any previous ordinance. Any reduction in such

housing services shall be deemed a rent increase in violation of this subchapter.

(C) A resident may refuse to pay rent in excess of a maximum rent permitted by this subchapter. The fact that such unpaid rent is in excess of the maximum rent permitted by this subchapter shall be a defense in any action brought to recover possession of a mobile home space and for nonpayment of rent to collect the illegal rent.

('81 Code, § 8.48.040) Penalty, see Ch. 13

§ 152.05 RESIDENT REPRESENTATIVES.

The residents of each mobile home park in the city shall annually elect by majority vote, with one vote per space, a resident representative to receive all notices required by this subchapter. The residents shall advise the rent administrator of the name, address and telephone number of the elected resident representative, in writing, no later than January 31 of each year.

('81 Code, § 8.48.050)

§ 152.06 MOBILE HOME RENT REVIEW COMMISSION.

(A) *Composition and compensation.* There is established a Mobile Home Rent Review Commission (Commission) consisting of three members who, along with their alternates, shall be appointed by and serve at the pleasure of the City Council.

(1) The City Council shall appoint three regular members and may appoint two alternate members to serve in the absence of the regular members.

(2) The three members of the Commission and their alternates shall be persons who are not tenants of mobile home parks, and are not owners of rental property. The members and alternates shall file with the City Clerk a financial statement reflecting the absence of any financial interest.

(3) All members and alternates shall be residents of the city.

(4) Commission members and their alter- nates shall be compensated for their services in an amount established by resolution of the City Council and may receive reimbursement as provided by the City Council for traveling and other expenses incurred while on official duty.

(5) Terms of Commission members shall be two years, or until a successor has duly qualified and been appointed.

(6) Commissioners appointed to fill vacancies arising during the term shall serve only for the remainder of the term of the Commissioner replaced.

(B) *Powers and duties.* The Commission shall have the following powers and duties:

(1) To meet from time to time as required by the rent administrator of the city;

(2) To review and determine rent adjust- ment applications pursuant to the provisions of this subchapter, to adjust maximum rents either upward or downward or maintain rents upon completion of its hearings and investigations;

(3) To render annually a written report to the City Council generally concerning its activities;

(4) To adopt, promulgate, and amend and rescind administrative rules to effectuate the purposes of this subchapter.

('81 Code, § 8.48.060) (Am. Ord. 1029, passed 7-19-99)

§ 152.07 RENT ADJUSTMENTS.

(A) *Annual adjustment based on the CPI.* On February 1 of each year, the rent may be increased to an amount equal to the rent in effect on January 31 of the prior year adjusted by 75% of the increase in the CPI. The increase in the CPI shall be equal to the percentage increase between the CPI last reported as of October 30 of the most recent year and the CPI last reported as of October 30 of the year prior to that year. However, the increase shall not exceed seven percent of existing rent. The increase shall be annually calculated by the rent administrator and posted by December 1 of each year. The amount of the increase shall be routed to the nearest one quarter of one percent. In the event that the CPI decreases, no increase or decrease shall be authorized pursuant to this section. It shall not be necessary for an owner to apply or submit an application for a CPI increase. Across-the-board rent increases allowed pursuant to this section may be accumulated and implemented by the owner at any future time but not in excess of 12 months after the date so permitted and subject to the maximum limitation on increases set forth in § 152.10.

(B) *Rent adjustment based on capital improve-ments.*

(1) An application for a rent increase based on the cost of a completed capital improvement may be filed with the rent administrator. It shall be approved if it satisfies the definition of a capital improvement set forth in § 152.02 of this subchapter and any criteria for capital improvements adopted pursuant to regulations; provided, that any increase granted shall be amortized over the useful life of the improvement and apportioned equally among all rental spaces in the mobile home park. Any increase granted under this division shall remain in effect only during the useful life of the improvement.

(2) A rent increase application filed under this division shall be granted or denied within 30 days of receipt of a complete application and written notice of the determination by the rent administrator shall be mailed to the applicant and affected residents within that time. Written notice that an application has been determined incomplete and the reasons for that deter-mination shall be given to the applicant within 30 days of receipt of the application. A written deter-mination to grant a requested increase or a modified increase shall specify the duration and amount of the monthly rent adjustment granted. If a modified increase is granted, the written determination shall specify the reason for the modification. If an increase is denied, the written determination that the applica-tion shall be denied shall specify the reasons for the denial.

(3) A park owner may, but need not submit an application to the rent administrator for a determination whether a proposed improvement would qualify as a capital improvement adjustment under this section upon its completion. The determination by the rent administrator shall be limited to the issue of whether the work proposed constitutes a capital improvement and shall not address the amount of rent adjustment which would result from completion of the improvement. If an improvement is determined to qualify as a capital improvement under this division, the only issue to be determined when the improve-ment has been completed and an application for a rent adjustment is received shall be the amount of the adjustment provided that the improvement constructed conforms to the proposed improvement submitted to the rent administrator. Written notice of the rent administrator's determination shall be mailed to the applicant and affected resident within 30 days of receipt of a complete application. Written notice that an application has been determined incomplete shall be mailed to the applicant within 30 days of receipt of the application and shall specify the respects in which the application is incomplete.

(C) *Vacancy rent adjustment.* Each time a space becomes vacant or a mobile home is sold on site in a mobile home park the new mobile home park resident may be charged a one-time administra-tive fee of $25 upon moving into the park.

(D) *Rent reduction based on discontinuance or reduction of a service or amenity.*

(1) A park owner may reduce or dis-continue a service or amenity upon a commensurate decrease in rent provided the service or amenity is not required by other laws or to maintain health

and safety and habitability standards. A park owner may not discontinue an amenity such as, but not limited to, laundry facilities if doing so would unduly burden the residents.

(2) The rent administrator shall grant, deny or modify the requested rent decrease and dis-continuance or decrease in the service or amenity within 30 days of receipt of a completed application therefore. Written notice of the determination shall be mailed to the applicant and affected residents within that time and shall specify the reasons for the determination. If an application is incomplete, written notice thereof and the respects in which the application is incomplete shall be mailed to the applicant within 20 days of receipt of the application.

(E) *Appeal.* Any decision of the rent admini-strator pursuant to this section may be appealed to the Commission by filing an application for appeal within 15 days of the date the rent administrator's written determination is mailed to the affected park owner and residents. Appeals shall be processed, heard and determined pursuant to the procedures in § 152.09.

('81 Code, § 8.48.070)

§ 152.08 RENT INCREASE BY APPLICATION TO THE COMMISSION.

A park owner may seek a rent increase in addition to those permitted by § 152.07 on the ground that it is required to permit a just and reasonable return and maintain net operating income (NOI) in accordance with the following criteria:

(A) ***NOI*** means gross income less operation expenses.

(B) ***GROSS INCOME*** includes rents computed as gross rental income at 100% paid occupancy, plus interest from security deposits which shall be imputed at the rate of six percent of all deposits or actual interest, whichever is greater, plus late fees, fees collected for services and amenities not included in space rent including but not limited to, fees for recreational vehicle storage, cable TV, security, use of recreational facilities, income from coin-operated facilities, collections for utility services in excess of that paid by the park to the utility company, and any other income received in connection with use, occupancy or operation of the park, minus uncollected rents due to vacancy and bad debts to the extent that the same are beyond the owner's control. Uncollected rents in excess of three percent of gross rents shall be presumed to be unreasonable unless established other-wise. Where uncollected rents must be estimated, the average percentage of the preceding three years experience shall be used or some other comparable method.

(C) ***OPERATING EXPENSES*** includes license fees, real property, taxes, assessments, utility costs, except to the extent charges for utilities are not deemed rent and are passed through to residents, insurance, management expenses (owner performed or contracted), including reasonable advertising, accounting and managerial expenses, normal repair and maintenance and allowable legal expenses as set forth below. ***NORMAL REPAIR AND MAIN-TENANCE*** includes, but is not limited to, painting, cleaning, landscaping, repair of all standard services including plumbing, carpeting, electrical, furnished appliances and recreational facilities. Owner-performed labor shall be set out separately, documented and computed as compensated at the average hourly rate for such work. ***OPERATING EXPENSES*** shall not include:

(1) Avoidable and unnecessary increases since the base year;

(2) Mortgage principal, interest payments, and payments by the owner under any ground lease;

(3) Any penalties, fees, sanctions or interest assessed or awarded for this or any other law;

(4) Allowable legal fees include attorney's fees and costs incurred in connection with successful actions to evict residents or recover back rent and matters pertaining to the title of the mobile home park, but do not include fees in actions filed against the city, the Commission or in proceedings brought under this initiative except as follows: reasonable legal fees are allowable for successfully defending an NOI rent increase in court successfully defending a vacancy rent adjustment in court, or

defending a rent increase in court approved by the Commission, whether successful or not. However, such legal fees allowable for litigation under this initiative must be amortized over a five-year period. No other attorney's fees are allowable. Park owners shall bear the burden of production and proof of the amount and purpose of such fees including reasonable rate per hour and hours spent and, should they fail to produce such evidence, all such fees shall be disallowed;

(5) Depreciation of the property and fees charged to the residents for capital improvements;

(6) Any expense for which the owner has been reimbursed for any security deposit, insurance settlement, judgement for damages, settlement or any other method;

(7) Reserve accounts.

(D) Park owners shall be entitled to increase the park's current NOI by 75% of the increase in CPI since 1984 which shall be the base year. Base year operating expenses and gross income for purposes of these rent adjustment provisions shall mean operating expenses and gross income in the year January 1, 1984 to December 31, 1984. For the purposes of this division, the 1984 CPI shall be 100 and the current CPI utilized in reviewing a rent increase application shall be the CPI last reported as of the date of the application. Gross income and operating expenses shall be adjusted to reflect the portion of the mobile home park that is subject to the initiative. Net income from spaces that are exempted from the initiative shall not be considered.

(E) Method of determination.

(1) To determine the net operating income during the base year, there shall be deducted from the base year gross income a sum equal to the actual base year operating expenses unless the owner demon-strates to the satisfaction of the Commission that some other 12-consecutive-month period is justified by exceptional reasons independent of the purpose of this subchapter, provided that in all cases, February 1, 1984 shall fall within the 12-month period utilized herein except as provided in subdivision (2) of this division.

(2) In the event that the owner did not own the subject park on January 1, 1984, the operating expenses for January 1, 1984, shall be determined in one of the following manners, whichever the Commission determines to be more reliable in the particular case:

(a) The previous owner's actual operating expenses as defined above, or where proven to be not available;

(b) Actual operating expenses for the first calendar year of ownership discounted by the formula set forth in subdivision (4) of this division.

(3) It may be determined that the base year net operating income yielded other than a fair return in which the base year net operating income yielded other than a fair return in which the base year net operating income may be adjusted accordingly. In order to make such determination, at least one of the following determinations is required:

(a) The owner's operating and maintenance expenses in the base year were unusually high or low in comparison to other years. In such instances adjustments may be made in calculating such expenses so the base year of operating expenses reflects average expenses for the property over a reasonable period of time. The following factors shall be considered in making this decision:

1. The owner made substantial capital improvements during the base year which were not reflected in the rent level;

2. Substantial repairs were made due to damage caused by natural disaster or vandalism;

3. Other expenses were unreasonably high or low, notwithstanding prudent business practices.

(b) The gross income during the base year was significantly lower than normal because of destruction of the premises and/or temporary eviction of construction or repairs, or other special circum-stances.

(4) Where the schedule of rent increases, or other calculations require projections of a prior year's income and expenses, it shall be presumed, subject to rebuttal, that operating expenses, exclusive of property taxes and management expenses, increased at the CPI, that property taxes increased at two percent per year, and that management expenses are five percent of gross income.

(5) The rent administrator shall grant an increase to an owner, in excess of that allowed by § 152.07(A) and (B), if it finds and determines that it is necessary to provide the owner with a net operating income, after adjustment for 75% of the increase in the CPI, equal to the net operating income, after adjustment of 75% of the increase in the CPI, equal to the net operating income realized for the park during the base year. The percentage rent increase needed to cover increases in operating expenses shall be calculated in the following manner:

$$\text{Minimum \% Increase Required} = \frac{\text{Base Year Net Oper. Income (Adj by CPI)} - \text{Current Year Net Oper. Income}}{\text{Current Year Gross Rent}}$$

('81 Code, § 8.48.080)

§ 152.09 HEARINGS AND PROCEDURES.

(A) All applications pursuant to this section and appeals of decisions of the rent administrator shall be filed on an application form provided by the rent administrator reflecting the various categories of information specified in this initiative that would justify a rent increase. The rent administrator shall have 30 days to determine the completeness of an application and shall notify the applicant in writing within that period of any deficiency in the application.

(B) Written notice of the application or appeal shall be mailed to the affected residents or park owner on the date on which it is determined to be complete. The notice shall inform the affected residents or park owner of the right to submit written, documentary and photographic responses to the application or appeal to the rent administrator within 30 days of the date notice of the application is mailed. One copy of the application shall be furnished to the resident representative of the affected residents or the park owner (whichever is not the applicant or appellant) by the rent administrator together with the notice of the application. Other copies of the application may be obtained by residents or other interested parties upon payment of a reasonable charge. The Commission shall hold a public hearing on the application no later than 75 days after the application is determined to be complete and shall render its decision in writing, including findings of fact, within 90 days after the date the application is determined to be complete.

('81 Code, § 8.48.081)

§ 152.10 MAXIMUM INCREASE IN 12-MONTH PERIOD.

Notwithstanding any other provisions of this initiative, space rent may not be increased in excess of 12% in any 12-month period.

('81 Code, § 8.48.085) Penalty, see Ch. 12

§ 152.11 REGISTRATION, POSTING AND FEES.

(A) Every mobile home park shall file an annual registration statement on a form provided by the rent administrator, which sets forth the rent charged for each space in the park, the services included in that rent, and each space that is subject to a long-term lease pursuant to Cal. Civ. Code § 798.17, specified therein and any provisions for periodic increases in rent in such lease no later than February 15 of each year.

(B) The City Council shall adopt fees for the following by resolution:

(1) Annual registration fees not to exceed $2 per space per month based on the number of spaces in the mobile home park to be used for the cost of administering this subchapter. Such fees shall be paid by each park owner to the city at the time the initial and annual statements are filed. The fee may be apportioned equally among the spaces in the mobile home park and charged by the park owner to the residents according to such apportionment in 12 equal monthly installments which may be included with the monthly statement of rent due, but must be separately itemized. This fee shall not be included in the rent base when calculating rent adjustments;

(2) Application fees to cover the costs of processing an application on appeal, including but not limited to, mailing and notice costs, duplication costs, and the cost of an audit by a certified public accountant.

(C) A copy of this subchapter shall be posted in the office of every mobile home park and in the recreation building or clubhouse of every mobile home park. A copy of this subchapter shall be shown to every prospective resident of a mobile home park before the resident agrees to any rental agreement or lease. Verification that each prospective resident has reviewed this subchapter prior to agreeing to any rental agreement or lease shall be provided to the rent administrator by filing with the rent administrator a city certification form signed by the resident.

('81 Code, § 8.48.090) Penalty, see Ch. 13

Editor's note:

Pursuant to Res. 5416, passed 2-5-01, the annual registration fee shall be $1.00/month.

§ 152.12 RULES AND GUIDELINES.

The rent administrator may adopt rules and procedures to implement the applications, notices, definitions and other provisions of this subchapter, including any forms required in connection therewith, and for the review of rent increase applications and the conduct of hearings. Such rules and guidelines shall be submitted to the Commission for review and approval.

('81 Code, § 8.48.100)

§ 152.13 AGREEMENTS.

Nothing in this subchapter shall operate to restrict the right of the resident or management to enter into a agreement in accordance with Cal. Civ. Code § 798.17. Pursuant to Cal. Civ. Code § 798.17(c), the resident shall have the option to reject the offered rental agreement and accept a rental agreement for a term of 12 months or less, including a month to month agreement. No owner may require, directly or indirectly, that any resident or prospective resident sign a lease or rental agreement with a term in excess of 12 months or that provides that it shall be exempt from local rent control as a condition of residency in the park, and no owner may deny a tenancy to a prospective purchaser of a mobile home in the park on the ground that the prospective purchaser will not sign such a lease or rental agreement.

('81 Code, § 8.48.105)

§ 152.14 REMEDIES.

(A) Any person who demands, accepts or retains any rent in excess of the maximum rent permitted by this subchapter shall be liable in a civil action to the person from whom such payment is demanded, accepted or retained in the sum of the amount by which the payments demanded, accepted or retained exceed the maximum rent permitted by this subchapter together with reasonable attorney's fees and costs determined by the court. In the case of wilful violation, such person shall be liable for three times the amount together with reasonable attorney's fees and costs. An affected park resident may bring a civil action for declaratory and injunctive relief as well as damages for any violation by a park owner of this subchapter, and the affected park resident shall be awarded attorney's fees and costs if he prevails.

(B) The City Council may institute a civil action to compel compliance with this subchapter. The city shall be vigorous in defense of any and all litigation directed toward this initiative.

(C) If the owner retaliates against the resident because of the exercise by the resident of any rights under this initiative the owner shall be liable for actual damages, punitive damages in the sum of up to $1,000, costs, and reasonable attorney's fees.

('81 Code, § 8.48.110)

§ 152.15 CONFLICTING PROVISIONS.

In the event the provisions of this chapter conflict with any code, ordinance or regulation of the city, the provisions of this chapter shall govern.

('81 Code, § 8.48.120)

§ 152.99 PENALTY.

(A) Any person who violates any provision of this chapter for which no penalty is otherwise provided shall be subject to the penalty provided in Chapter 13 of this code.

(B) Any person violating any of the provisions of §§ 152.25 through 152.39 of this chapter shall be guilty of an infraction and shall be punishable by a fine of not more than $500. Each violation of §§ 152.25 through 152.39 of this chapter and each day during which any such violation is committed or continued shall constitute a separate offense.

('81 Code, § 8.48.110(B))

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: LICENSE AGREEMENTS WITH POTENTIAL UNION OIL BUILDING USERS

Date: June 4, 2025

Agenda Item: 11.B

RECOMMENDATION:

Staff Recommends that the City Council:

1. Authorize the City Manager to enter into license agreements with the Santa Paula Historical Society and Leap Lab: Ventura County Science Center for use of the Union Oil Building.

PRESENTED BY: GREG BARNES, PARKS AND RECREATION DIRECTOR

BACKGROUND:

Since July 1, 1993, the City of Santa Paula ("City") has leased the Union Oil Building, located at 1001 East Main Street, from Chevron through its affiliate, Union Oil Company of California. The lease allowed the City to use the property to operate an Oil Museum.

In an unprecedented and unexpected move on November 16, 2022, Chevron offered to donate the Union Oil Building property to the City. This donation includes the main building, the rig building, and the adjacent parking lot. Additionally, Chevron committed to providing a $2-million grant to cover deferred maintenance costs and, for a nominal fee, offered various pieces of memorabilia and artifacts.

On October 18, 2023, the City Council authorized the City Manager to execute a Transfer Agreement to formally acquire the Union Oil Building property.

As the transfer process began, the City Council formed an Ad-Hoc Committee to collaborate with staff in creating a Request for Proposals (RFP) to identify potential users for the building. To ensure community input, three public workshops were held to gather feedback on the building’s future use.

The RFP process resulted in five proposals. Following a thorough review, the Ad-Hoc Committee and staff presented a recommendation to the City Council during the October 15, 2024, Study Session to proceed with three of the proposed organizations and enter into lease/license agreements with them.

ANALYSIS:

Since the October 15, 2024, Study Session, staff has been working closely with the three organizations to finalize a license agreement for each. These organizations include:

- California Oil Museum Foundation
- Leap Lab: Ventura County Science Center
- Santa Paula Historical Society

The meetings not only focused on negotiating the terms of the license agreements, but also on the development of Memorandums of Understanding (MOUs) between each organization.

However, during this process, the California Oil Museum Board determined that they no longer wish to occupy space in the Union Oil Building. As a result, staff is now bringing forward only two of the original three recommendations for Council's consideration—those involving Leap Lab and the Santa Paula Historical Society.

Leap Lab: Ventura County Science Center

Leap Lab will occupy the downstairs portion of the Union Oil Building along with a portion of the Rig Room. This will allow Leap Lab to offer interactive exhibits, hands-on workshops, and after-school programs aimed at engaging young learners in scientific exploration.

As per the agreement, Leap Lab will be responsible for the maintenance of their portion of the space, including ensuring that exhibits and educational materials meet safety standards. The License Agreement includes a nominal rent, with the understanding that Leap Lab will offer community programs free or at a reduced cost to Santa Paula residents. All other terms and conditions are articulated in the attached agreement.

Santa Paula Historical Society

The Santa Paula Historical Society will utilize some space on the second floor of the Union Oil Building to house its historical collections related to the city's past. In addition, per their MOU with Leap Lab, they will host an occasional exhibit on the first floor for public viewing.

The Society will also be responsible for maintaining their designated area of the building, including ensuring that exhibits are properly cared for. The Historical Society will host regular events to engage local residents and visitors in learning about Santa Paula's history.

Both agreements are for five years with the option to extend in five-year increments.

STRATEGIC PLAN:

This item furthers the City Council's Strategic Plan in that 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:

With the exception of year one, the two license agreements will result in annual revenue in the amount of $40,518.00. The funds will be used to support the ongoing facility maintenance program for the Union Oil Building.

Monthly payments will begin February 1, 2026.

Fiscal Year	License Fee / Revenue	Total
25/26	$16,882.50	
26/27	$40,518.00	
27/28	$40,518.00	
28/29	$40,518.00	
29/30	$40,518.00	**$178,954.50**

OPTIONS:

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

1. Do not approve one or both license agreements.

2. Provide alternative direction to staff.

If Council chooses not to approve one or both license agreements staff will reevaluate uses for the Union Oil Building and return with those finding / options to present to City Council.

ATTACHMENTS:

EXHIBIT A - Leap Lab License Agreement.pdf
EXHIBIT B - SPHS License Agreement.pdf

EXHIBIT A

Leap Lab: Ventura County Science Center

Union Oil Building License Agreement

Agreement No. [_____]

FACILITY LICENSE AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA
AND LEAP LAB: VENTURA COUNTY SCIENCE CENTER

(Union Oil Building)

THIS FACILITY LICENSE AGREEMENT ("**Agreement**") is entered into this 4th day of June, 2025, by and between the City of Santa Paula, a municipal corporation ("**City**") and Leap Lab: Ventura County Science Center, a 501(c)(3) corporation, ("**Licensee**"). City and Licensee are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City owns, operates, and maintains the Union Oil Building located at 1001 E. Main Street, Santa Paula CA 93060 and all appurtenant buildings, structures, grounds, parking areas, and facilities located thereon ("**Property**").

B. WHEREAS, the City wishes to grant a license to Licensee to enter the Property for the purpose of offering a Science Center to the surrounding community ("**Activity**") within the Union Oil Building and Rig Room ("**Facility**"), which is located on the Property, subject to the City's oversight and approval as set forth herein.

C. WHEREAS, the City desires to make the Facility available to Licensee to conduct the Activity within the Facility in accordance with the terms in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the common understandings and cooperative relationship between the Parties that relate to the Licensee's access to the Property and use of the Facility for the Activity.

2. **Grant of License.**

   a. **License.** Subject to the terms and conditions in this Agreement, City hereby grants to Licensee a revocable, non-exclusive license for the right to enter upon the Property and use the Facility for the Activity (the "**License**"). The Licensee acknowledges and agrees that this License is granted solely for use of the Facility for the Activity, is subordinate to the City's rights to use and manage the Property and Facility, and does not confer any possessory or proprietary interest beyond the limited scope herein defined.

   b. **License Area.** The License gives Licensee the right to use a total of 6,276 square feet of the Facility, which will include the majority of the first floor, and a portion of the Rig Room, as shown in Exhibit A ("**License Area**"). Within 12 months of

the Effective Date, City will consider expanding the Licensee Area to include any available office space on the second floor, provided Licensee has not committed a material breach that is continuing at the time of negotiations. Licensee acknowledges that the City will enter a concurrent license agreement with The Santa Paula Historical Society, a 501(c)(3) corporation, ("**SPHS**) for use of Facility areas and that Licensee has entered a separate Memorandum of Understanding ("**MOU**") with SPHS outlining the cooperative, shared use of the Facility. With respect to any other Facility licensee, the License Area shall be for Licensee's exclusive use. Licensee may also use the Facility as described in Section 10.

3. **Term; Effective Date.** The term of this Agreement and License shall be a 5-year term from August 1, 2025 ("**Effective Date**") to July 30, 2030, inclusive, unless earlier terminated or as provided herein ("**Initial Term**"). The Agreement may be extended beyond the Initial Term for three (3) consecutive five-year terms upon mutual written agreement of the Parties for a total potential extended term of 20 years.

4. **Right of First Refusal.**

a. **Right Granted**. Provided that Licensee has not committed a material breach as defined in Section 6 (Termination), below, that is continuing at the time the rights provided in this Section are exercisable by Licensee, City hereby grants to Licensee a right of first refusal to license the License Area and other areas of the Facility not under a current license agreement ("**Right of First Refusal**"). Such right shall be exercisable before the start of each additional five-year term described in Section 3 (Term).

b. **Licensee Exercise of Right.** No later than six (6) months before the end of the Initial Term, and additional five-year term thereafter, if any, City shall offer Licensee, in writing, the option to continue licensing the License Area and license other areas of the Facility not under a current license agreement ("**New License Area**"). For the New License Area, Licensee agrees to pay a reasonably higher fees. Licensee must accept the City's offer within 30 days in writing. If an amendment to this Agreement reflecting Licensee's exercise of its Right of First Refusal is not entered before the Agreement terminates, Licensee's right shall terminate, unless the Parties agree otherwise, and City may license the License Area and New License Area to a third party.

5. **Licensee Fee; Costs.**

a. **SPHS MOU**. Pursuant to the Memorandum of Understanding between Licensee and the SPHS, a 501 (c) (3) corporation, attached hereto as Exhibit B ("**SPHS MOU**"), Licensee will pay City a portion of SPHS's license fee and utility costs for 477 square feet of the Facility, necessary to perform SPHS's "Activity" defined in its license agreement with the City, attached hereto as Exhibit C ("**SPHS License**").

b. **Amount.** Licensee shall pay City a monthly fee of **$3,376.50** on behalf of itself and SPHS ("**Full License Fee**"), payable on the first day of each month, calculated as shown in subparagraphs (1) and (2) below. Monthly payment will commence February 1, 2026, *i.e.* six (6) months after the Effective Date of the Agreement.

(1) For Licensee: 6,276 square feet at $.50 per square foot for a total of $3,138.00 per month ("**Leap Lab License Fee**"). This includes 511 square feet in the Rig Room and 5765 square feet in the first floor of the main building.

(2) For SPHS: 477 square feet of the second floor at $.50 per square foot (per the SPHS MOU) for a total of $238.50 per month.

c. **Utilities Arrangement**.

(1) **Account Holder.** The Licensee will be the account holder for the Facility utilities. These utilities include water, gas, trash, electrical and internet. Licensee shall pay for all utility costs except as otherwise stated herein.

(2) **SPHS**. Pursuant to the SPHS MOU, Licensee shall be responsible for 100% of SPHS's utility costs, including but not limited to water, gas, trash, electrical, and internet.

(3) **City.** If the city decides to use the facility for municipal functions, then the city agrees to pro-rate all operational costs for the duration of use.

d. **Operational & Other Cost Arrangements**.

(1) **Licensee.** Leap Lab will pay for the following:

(a) Costs of operating the Rig Room and the first floor of the main building, including admissions.

(b) Custodial services for the Rig Room and the first floor and second floor offices with the storage space being used by SPHS.

(2) **City.** The fire alarm and other alarm systems in the Rig Room and main building will be the responsibility of City to maintain. Landscaping in the courtyard will be managed by City.

e. **Late Payment.** It is the Licensee's responsibility to ensure the payment obligations in this Agreement are met. Failure to meet the obligations will constitute a material breach of this Agreement by Licensee. If payments are late, the Licensee must pay an additional 5% fee. After 90 days, this License may be terminated. Payments are due by the 1st of each month with a five (5) day grace period.

6. **Termination.**

a. City, through its City Manager or his or her designee, may terminate this Agreement in the event of Licensee's material breach of this Agreement. Material breach of this Agreement is limited to failure to comply with payment obligations after 90 days, unauthorized alterations to the historical properties of the Facility, making copies of the Facility's keys or changing its locks without City permission, or unsafe use of the Facility as determined by the Americans with Disabilities Act (ADA) and public safety codes. The Agreement may also be terminated if the Licensee fails to perform its duties as a mission-driven 501c(3) non-profit organization in service to the public. The City understands that the Licensee's operations as a science center includes significant investment in the fabrication of exhibits, installation of the Makerspace and display of fragile artifacts. The dismantling and removal of all Licensee assets will require significant time and costs, therefore upon termination, the Licensee will have 180 days to vacate the Property and return it to the condition in which it was received. The Licensee will not be obligated to make payments during this time.

b. Licensee may terminate this Agreement without cause upon providing written notice to City no less than thirty (30) days prior to the effective date of termination, provided all obligations under this Agreement, including restoration and payment, are fully satisfied prior to such termination.

7. **Release of Liability.** All Licensee members, invitees, visitors, and guests (collectively, "**Visitors**") shall sign a City-provided release of liability form prior to participation in the Maker Space activities, day camps, overnight events, and any on-site activities with a reasonably foreseeable risk of physical harm. City agrees to provide all said forms to the Licensee upon request. Licensee shall maintain a record of all signed forms for seven years and provide copies to City upon request within two (2) business days. To satisfy the requirements of this Section, Licensee may digitize the unsigned forms, and have them completed by Visitors and stored on a digital platform that the Licensee and City can access. Each digitized signed form will be stored for seven years.

8. **Equipment; Exhibits.** Licensee shall provide City with a list of equipment and exhibit items owned by the Licensee that the Licensee is storing, or intends to store, at the Facility. Licensee shall provide this list to City and update it yearly no later than July 1. City assumes no responsibility or liability for the equipment, exhibit items, or any other personal property (together "**Personal Property**"), brought to the Facility by the Licensee or Licensee's invitees, whether or not included on the list, unless damage or loss to Personal Property is due to the sole negligence or willful misconduct of the City. Moving exhibits items without Licensee's consent or support from professional services that package and transport antiquities and fragile items will be considered "negligence" or "willful misconduct" by the City.

9. **Keys to Facility.** City will issue Licensee up to four (4) sets of keys to the Facility that will be monitored by the Licensee's Board President. Licensee shall return the keys to the

City upon termination or expiration of the term of this Agreement. Licensee shall not make any copies of the keys or change any locks to the Facility without the prior written permission of City.

10. **Facility Use.**

a. **Time of Use.** Licensee and its invitees may access and use the Facility as needed. Before Licensee opens the Facility to the public, Licensee will provide City with its regular hours of operation and will promptly notify City of any change to said hours. Outside of its regular hours of operation, Licensee may use the Facility for science center operations, including student use of the Makerspace, evening exhibit openings, lecture events, as well as educational programs, including family overnight sleepovers.

b. **City Use.** City reserves the right to access the Facility to conduct maintenance, repairs or inspections as needed. Unless there is an emergency or when deemed necessary for public safety, the city will schedule access as not to disrupt the operations of the Licensee.

c. **Common Use Areas; Reservations.** Licensee shall have access to Facility restrooms and common areas, subject to City's prior approval and any restrictions imposed by the City to maintain such areas. Common areas, including but not limited to the 2nd floor conference room and the courtyard, may be used by Licensee by submitting a reservation request through the Parks & Recreation Department. All requests shall be provided at least one week in advance, and approval is subject to availability and City discretion.

d. **Licensee Disagreements**. City shall be the final arbitrator of any disagreements between Licensee and any other licensee regarding the use of the Facility or Property, including without limitation, uses with respect to common areas, the Rig Room, exhibits, or language used within exhibits. City's decisions will be binding on Licensee.

11. **Property Improvements.** The Licensee shall make no improvements, alterations, or repairs to the Facility or Property without prior written consent from the City, which may be withheld in the City's sole discretion. This prohibition includes, but is not limited to, painting walls, replacing carpet, removing or altering any existing memorabilia, artifacts, or City-owned property, or installing fixtures or equipment that affect the structural integrity or aesthetic of the Facility. Licensee shall submit detailed plans and specifications for any proposed improvements to the Parks & Recreation Department Director for review at least sixty (60) days prior to the intended start date, and any approved work shall be performed by licensed contractors at Licensee's sole expense, with proof of permits and compliance with all applicable laws provided to the City prior to commencement. Prior to the Effective Date of this Agreement, the Licensee and City will prepare a list of agreed upon alterations, modifications, artifacts, exhibits and memorabilia to be removed, painting requests, changes to flooring, or any other proposed changes.

12. **Maintenance.** Licensee shall maintain the Facility and the area immediately surrounding the Facility free of litter, trash and other debris. Licensee shall cooperate with City staff as requested and shall conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property. Licensee shall promptly report any damage, hazards, or maintenance issues to City within 24 hours of discovery.

13. **Restoration.** Upon termination or expiration of the term of this Agreement, Licensee shall, at its sole cost and expense, promptly, safely, and carefully remove all Personal Property and any debris and trash from the Facility and restore the Facility to its original condition in which the Facility existed immediately prior to the Effective Date of this Agreement. Prior to the Effective Date, City and Licensee shall conduct a walk-through of the Facility to document the Facility's condition with video and photographs. If Licensee fails to commence performing the work required by this Section within ninety (90) calendar days following expiration or the earlier termination of this Agreement, or if Licensee fails to diligently perform all work required by this Section to its completion, then City shall have the right to perform such work without risk, exposure, or liability and without further notice to Licensee for all Personal Property except exhibit items. Exhibit items, such as dinosaur skeletons or other fossils, natural history items or historical artifacts, must be removed by a professional mover of antiquities, at the expense of the Licensee. In such event, Licensee shall reimburse City for all costs and expenses reasonably incurred by City in performing such work, within thirty (30) calendar days of written notice. Upon receipt of payment, City shall return any personal property and other equipment removed by City pursuant to this Section. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Any Personal Property left at the Facility shall be deemed abandoned if Licensee does not claim the property and pay within thirty (30) calendar days of written notice any: (i) outstanding restoration costs; (ii) storage fees; and (iii) other reasonable costs paid by City. In addition to the remedies contained in this Section, City may avail itself of all other rights and remedies under any applicable law, including, but not limited to disposal of abandoned property pursuant to California Civil Code Section 2080.6.

14. **No Real Property Interest.** It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Facility or Property to Licensee.

15. **Liens.** Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

16. **Indemnification.**

a. To the fullest extent permitted by law, each Party shall (1) immediately defend; (2) indemnify; and (3) hold the other Party harmless, including its directors, officers, employees, agents, volunteers, invitees, guests, or visitors, and representatives

(the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) this Agreement; (ii) the License; (iii) use of the Property and Facility; (iv) state of repair of the Facility; or (v) presence of the other Party's personal property, including but not limited to any acts or omissions of the indemnifying Party. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution except such loss or damage caused by the sole negligence or willful misconduct of the Indemnified Party. Each Party's obligation to indemnify the other applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then a Party's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend is a separate and distinct obligation from a Party's duty to indemnify. A Party shall be obligated to defend the other Party, in all legal, equitable, administrative, or special proceedings immediately upon tender to of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve the indemnifying Party from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if the indemnifying Party asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Indemnified Party, the indemnifying Party shall submit a claim to the Indemnified Party for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party.

c. This Section shall survive the termination or expiration of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

17. **Insurance.** Licensee shall obtain and maintain during the term of the License insurance coverages as specified by the City, by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages. At a minimum, Licensee shall procure and maintain: (i) Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, naming the City as an additional insured; (ii) Property insurance covering Licensee's personal property at the Facility; and (iii) Workers' Compensation insurance as required by California law, if applicable. Licensee shall provide certificates of insurance and endorsements to the City prior to the Effective Date of this Agreement and annually thereafter by July 1st of each year, or upon request by the City. Failure to maintain required insurance shall constitute a material breach of this

Agreement, authorizing immediate termination by the City. Licensee shall, within a reasonable time, provide City with evidence of its compliance with these insurance requirements upon City's request.

18. **Assumption of Risk and Waiver.** Except as expressly stated otherwise and to the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, any loss, damage or injury to personal property or Personnel, or any loss damage or injury to any other property of, or under the control or custody of, Licensee, which is on or near the Property.

The provisions of this Section shall survive the termination or expiration of this Agreement. As used in this Section, "Personnel" means the Licensee, its officers, directors, affiliates, members, invitees (except Visitors as defined in Section 7), volunteers, or anyone directly or indirectly employed or contracted by Licensee or for whose acts for the Licensee is liable.

19. **Notices.** Any notices, requests or approvals given under this Agreement from one party to another shall be in writing and shall be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, by certified mail, return receipt requested to the addresses of the other party as stated in this Section, and shall be deemed to have been received at the time of personal delivery or three (3) days after the date of deposit for mailing. Notices shall be sent to:

If to City:
Parks & Recreation Director
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061

If to Licensee:
Executive Director
Leap Lab: Ventura County Science Center
1001 E. Main St.
Santa Paula, CA 93061

Any Party may at any time, by notice to the other Party, change the designation or address of the person specified to receive notice on its behalf.

20. **Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of City and Licensee to the same extent and effect as the same are binding upon and inure to the benefit of the Parties hereto, provided that Licensee's rights hereunder shall not be assigned or transferred except as expressly permitted in Section 20 of this Agreement.

21. **Assignment.** This Agreement is personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior

written consent of City, which may be withheld in City's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give City the right to immediately terminate this Agreement.

22. **Amendments and Modification.** This Agreement may be amended, modified or supplemented only by a written Agreement signed by all of the Parties hereto.

23. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

24. **Venue.** Any legal action brought under this Agreement shall be instituted in the Superior Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

25. **Attorneys' Fees.** In the event of a dispute between the Parties with respect to the terms and conditions of this Agreement, the prevailing Party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

26. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

27. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement.

28. **Authority to Enter Agreement.** Each of the persons executing this Agreement on behalf of a Party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

29. **Entire Agreement.** This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the Parties hereto any rights and remedies hereunder.

30. **Force Majeure**. Other than for Licensee's obligations under this License Agreement that can be performed by the payment of money and, whenever a period of time is herein prescribed for action to be taken by either Party hereto, such Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of

time, any delays due to strikes, riots, acts of God, shortage of labor or materials, pandemics, epidemics, war, acts of terrorism, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of such Party.

31. **Captions**. The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any section hereof.

32. **Waiver**. No provision, requirement, default or breach of this Agreement shall be deemed waived by either Party except in writing.

33. **Facsimile or Electronic Signatures**. Signatures delivered by facsimile or electronically shall be binding as originals upon the Party so signing and delivering.

34. **No Partnership.** Nothing contained in this Agreement will be construed to create a partnership or joint venture between the Parties or their successors in interest or permitted assigns.

35. **Drafting**. Each Party has participated in the preparation of this Agreement and has had the opportunity to consult with legal counsel and any other advisors of its choice to its satisfaction regarding the terms and conditions of this Agreement. As a result, the rule of construction that an agreement be construed against the drafter will not be asserted or applied to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO FACILITY LICENSE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective as of the day and year first written above.

CITY OF SANTA PAULA

Dan Singer, City Manager

APPROVED AS TO FORM:

Monica Castillo, City Attorney

ATTESTED BY:

Julie Latshaw, City Clerk

LEAP LAB – VENTURA COUNTY SCIENCE CENTER

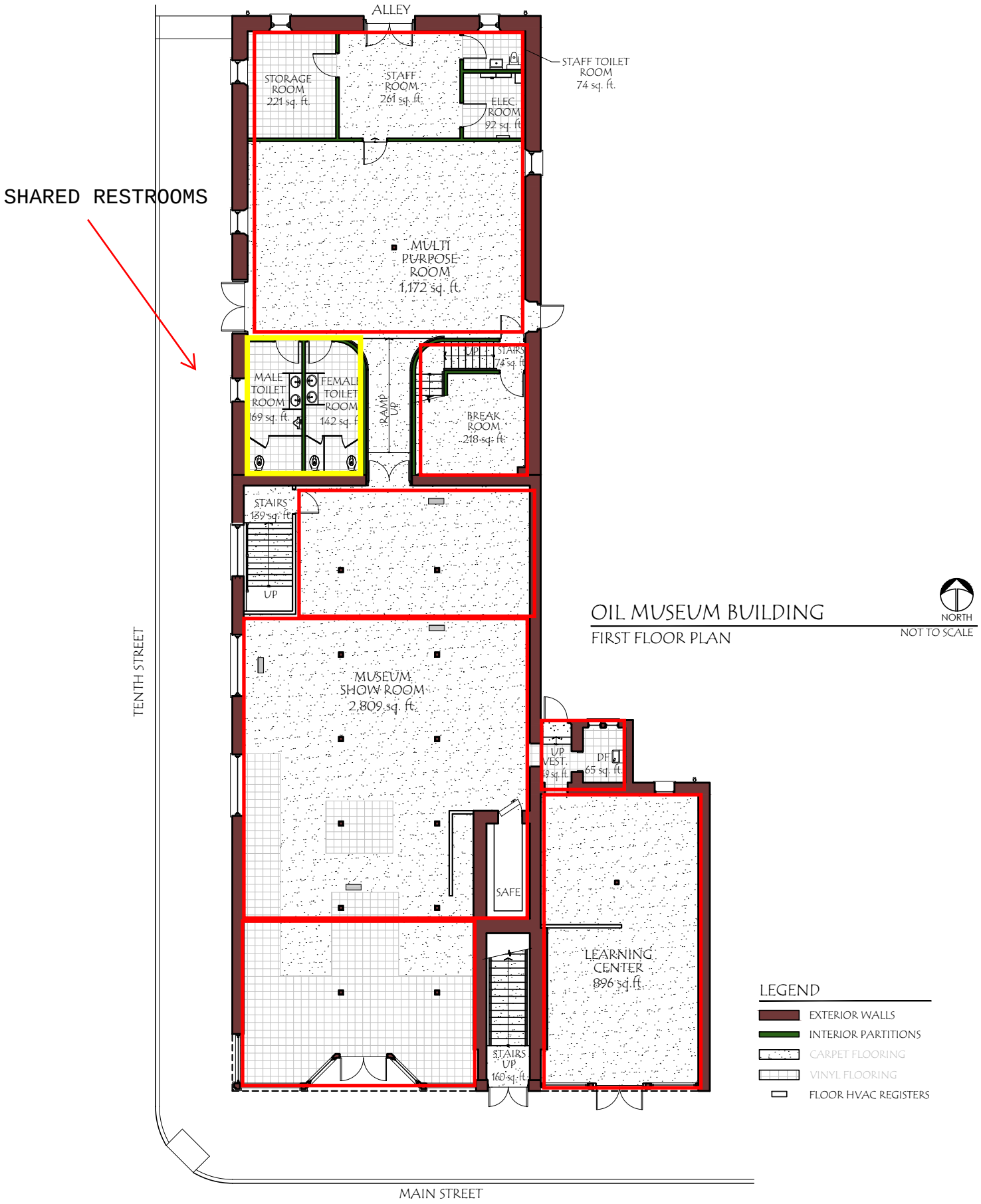
Board President

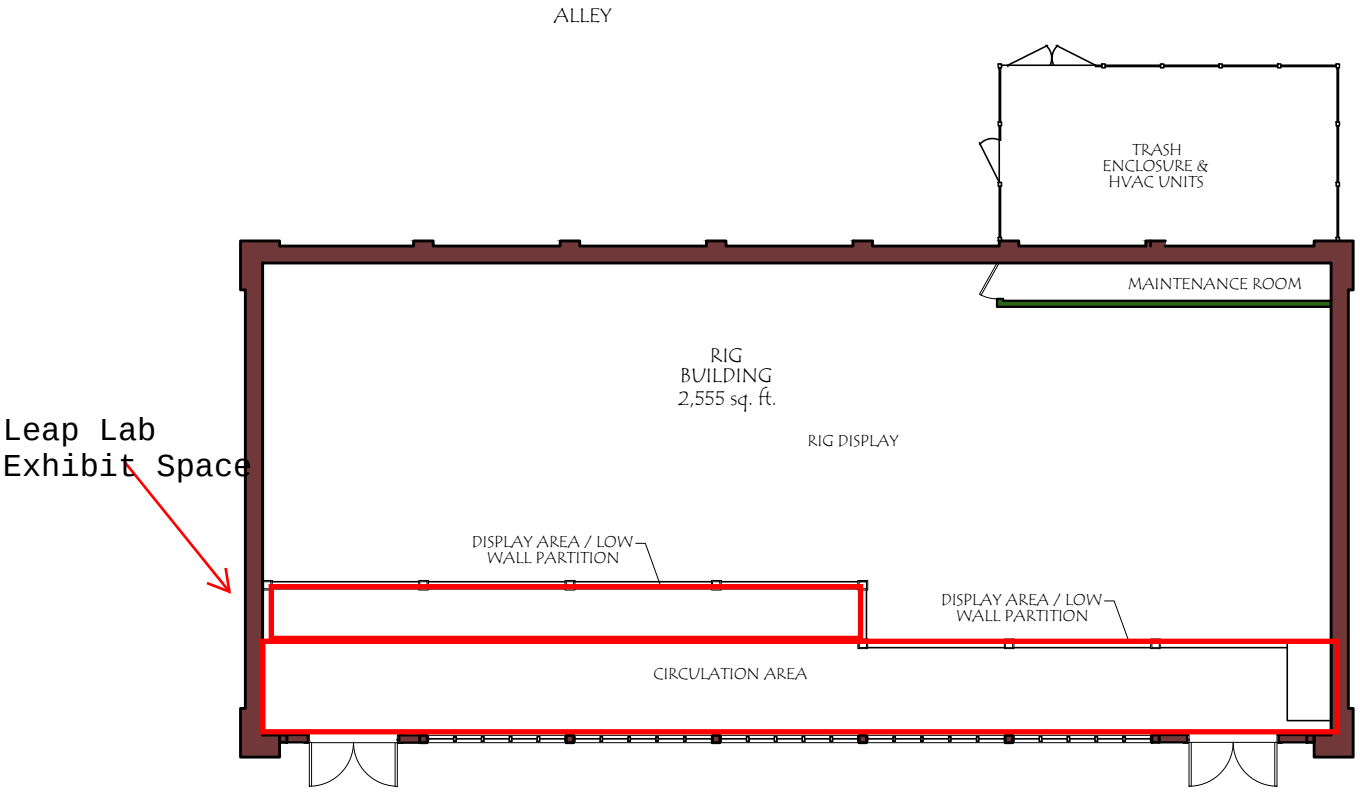
Board Member

EXHIBIT A

LICENSE AREA

[attached behind]


ALLEY
STORAGE ROOM 221 sq. ft.
STAFF ROOM 261 sq. ft.
ELEC. ROOM 92 sq. ft.
STAFF TOILET ROOM 74 sq. ft.
SHARED RESTROOMS
MULTI PURPOSE ROOM 1,172 sq. ft.
MALE TOILET ROOM 169 sq. ft.
FEMALE TOILET ROOM 142 sq. ft.
RAMP UP
UP
STAIRS 74 sq. ft.
BREAK ROOM 218 sq. ft.
STAIRS 139 sq. ft.
UP
MUSEUM SHOW ROOM 2,809 sq. ft.
UP
VEST. 69 sq. ft.
DF
65 sq. ft.
SAFE
LEARNING CENTER 896 sq. ft.
STAIRS UP 160 sq. ft.
TENTH STREET
MAIN STREET
OIL MUSEUM BUILDING
FIRST FLOOR PLAN
NORTH
NOT TO SCALE
LEGEND
EXTERIOR WALLS
INTERIOR PARTITIONS
CARPET FLOORING
VINYL FLOORING
FLOOR HVAC REGISTERS



OIL RIG BUILDING

FLOOR PLAN 2,555 sq. ft.

NORTH

NOT TO SCALE

LEGEND

- EXTERIOR WALLS
- INTERIOR PARTITIONS
- SOFFIT ABOVE

EXHIBIT B

SPHS MOU

[attached behind]

May 23, 2025

Subject: Memorandum of Understanding – Union Oil Building

This Memorandum of Understanding ("MOU") is entered into between Leap Lab: Science Center of Ventura County (hereinafter referred to as the "Leap Lab"), and the Santa Paula Historical Society (hereinafter referred to as "SPHS") on this 23rd day of May 2025. Collectively, Leap Lab and the SPHS are referred to as the "Parties." Leap Lab and SPHS have agreed to this Memorandum of Understanding with regard to space within the Union Oil Building (the "Building") located at 1001 E Main Street.

Purpose of this Memorandum of Understanding:

As of the date of this MOU, Leap Lab and the Santa Paula Historical Society agree to collaborate to create temporary exhibits in the Building, restricted to the space provided for Rotating Exhibits, and restricted to a maximum of 90 days, unless mutually agreed to extend the duration of the exhibit or create another exhibit in the same calendar year.

Scope of Collaboration

1. Use of Rotating Exhibit Space
    - SPHS will have the right to install a temporary exhibit ("SPHS Exhibit") up to 90 days inside the Building in the space Leap Lab assigns to Rotating Exhibits licensed by City to Leap Lab .
    - SPHS and Leap Lab will work collaboratively to blend history and science concepts in temporary exhibitions.
2. Rotating Exhibit Space hours of operation, building and restroom access
    - Operating hours: The SPHS Exhibitwill be accessible during the hours of Leap Lab's normal hours of operations. Hours of operations will likely be 9am-5pm, 6 days per week.
    - Restrooms: During operating hours, restrooms will be accessible to all visitors.
3. Utilities pertaining to the Rotating Exhibit Space operation
    - Leap Lab will be responsible for all costs of utilities associated with the SPHS Exhibit.
4. License fees and utilities pertaining to the building
    - License Fees: Leap lab will license 6570sq. ft. and the Historical Society will license 477 square feet of the Building from owner the City of Santa Paula ("City"). The monthly license fee is $.50/sq.ft. In addition to its own license fee, Leap Lab will pay to City the cost of the Historical Society's 477 sq. footage, equal to a monthly license fee of $238.50.

- Utilities: Leap Lab will be the account holder for the utilities and manage operational costs for the Building. The utilities include electrical, water, gas, internet, and operations including landscaping and custodial. Leap Lab will absorb the Historical Society's portion of utilities and operational costs.

- Time of Payment: The Parties will coordinate payment of their respective license fees to the City such that City is timely paid in accordance with their respective licensese agreements with the City. Leap Lab may pay City the combined fees of both Parties. Regardless of the how the Parties ensure timely payment to the City, each Party agrees it will be liable to the City under the terms of its respective license agreement with the City.

5. Responsibilities

    - Leap Lab Responsibilities:

        - Provide SPHS timely feedback on the proposed SPHS Exhibit.
        - Ensure that SPHS has access to the Building for up to 30 days prior to the opening of the SPHS Exhibit, unless another exhibit is in the space. If another exhibit is in the space, then SPHS will be given a minimum of one week to install the SPHS Exhibit.

    - SPHS Responsibilities:

        - Provide Leap Lab a 1-year notice to request time in the rotating exhibit calendar.
        - Work with Leap Lab to blend history and science in the design and content of the proposed SPHS Exhibit, and complete the proposal at least 90 days prior to the scheduled opening date.
        - Be prepared to set up the SPHS Exhibitduring hours outside normal operating hours.
        - Provide staff and volunteers as needed during hours of the SPHS Exhibitoperation.

6. Financial Arrangements

    - SPHS will be responsible for all costs to design, fabricate and install the SPHS Exhibit.
    - Any shared costs and expenses will be mutually agreed upon in writing prior to the incurrence of such cost and expenses.

7. Duration and Termination

    - This MOU will be effective on the same date as the effective date of Leap Lab and SPHS license agreements with the City and will remain effect for the duration of their terms, including any extensions. This MOU may only be extended by mutual written agreement of the Parties. .

8. Confidentiality

    - The Parties agree to keep confidential shared sensitive information or information deemed by the other Party to be confidential during the term of this MOU, except as required by law.

9. Dispute Resolution

- Any disputes arising out of or in connection with this MOU will be resolved through good faith negotiations between the Parties. If the dispute cannot be resolved through negotiation, the Parties agree to seek mediation through the City of Santa Paula. The City is the final arbitrator of disputes.

10. Miscellaneous

- This MOU does not create any legal or financial obligations beyond those expressly stated herein.
- Any amendments to this MOU must be in writing and signed by both Parties.
- This MOU is non transferrable

Signatures

In witness whereof, the Parties hereto have executed this MOU as of the day and year first above written.

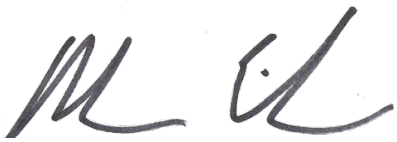
Santa Paula Historical Society

By: Jennifer O. Heighton

Name: Jennifer Heighton

Title: President

Leap Lab: Science Center of Ventura County

By: 

Name: Marcus Eriksen

Title: Executive Director

EXHIBIT C

SPHS LICENSE

[attached behind]

Agreement No. [_____]

FACILITY LICENSE AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA
AND THE SANTA PAULA HISTORICAL SOCIETY

(Union Oil Building)

THIS FACILITY LICENSE AGREEMENT ("Agreement") is entered into this 4th day of June, 2025, by and between the City of Santa Paula, a municipal corporation ("City") and The Santa Paula Historical Society, a 501 (c) (3) corporation, ("Licensee"). City and Licensee are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City owns, operates, and maintains the Union Oil Building located at 1001 E. Main Street, Santa Paula CA 93060 and all appurtenant buildings, structures, grounds, parking areas, and facilities located thereon ("**Property**").

B. WHEREAS, the City wishes to grant a license to Licensee to enter the Property for the purpose of archiving important Santa Paula historical items and occasionally offering an exhibit of such items ("**Activity**") within the Union Oil Building ("**Facility**"), which is located on the Property, subject to the City's oversight and approval as set forth herein.

C. WHEREAS, the City desires to make the Facility available to Licensee to conduct the Activity within the Facility in accordance with the terms in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the common understandings and cooperative relationships between the Parties that relate to the Licensee's access to the Property and use of the Facility for the Activity.

2. Grant of License.

a. License. Subject to the terms and conditions in this Agreement, City hereby grants to Licensee a revocable, non-exclusive license for the right to enter upon the Property and use the Facility for the Activity (the "**License**"). The Licensee acknowledges and agrees that this License is granted solely for use of the Facility for the Activity, is subordinate to the City's rights to use and manage the Property and Facility, and does not confer any possessory or proprietary interest beyond the limited scope herein defined.

b. License Area. The License gives Licensee the right to use a total of 477 square feet of the Facility, which will include a storage room on the second floor and office space known as the Orcutt Office, as shown in Exhibit A ("**License Area**").Licensee acknowledges that the City will enter into a concurrent license agreement with Leap Lab: Ventura County Science

Center ("**Leap Lab**") for use of Facility areas and that Licensee has entered into a separate Memorandum of Understanding ("**MOU**") with Leap Lab outlining the cooperative, shared use of the Facility. The MOU is attached hereto and incorporated herewith as Exhibit B. With respect to any other licensee of the Facility, this License Area shall be for Licensee's exclusive use. Licensee may also use the Facility as described in Section 10.

3. Term; Effective Date. The term of this Agreement and License shall be a 5-year term from August 1, 2025 ("**Effective Date**") to July 30, 2030, unless earlier terminated as provided herein ("**Initial Term**"). The Agreement may be extended beyond the Initial Term for three (3) consecutive five-year terms upon mutual written agreement of the Parties for a total potential extended term of 20 years.

4. Right of First Refusal.

a. Right Granted. Provided that Licensee has not committed a material breach as defined in Section 6 (Termination), below, that is continuing at the time the rights provided in this Section are exercisable by Licensee, City hereby grants to Licensee a right of first refusal to license the License Area and other areas of the Facility not under a current license agreement ("**Right of First Refusal**"). Such right shall be exercisable before the start of each additional five-year term described in Section 3 (Term).

b. Licensee Exercise of Right. No later than six (6) months before the end of the Initial Term, and additional five-year term thereafter, if any, City shall offer Licensee, in writing, the option to continue licensing the License Area and license other areas of the Facility not under a current license agreement ("**New License Area**"). For the New License Area, Licensee agrees to pay reasonably higher fees. Licensee must accept the City's offer within 15 days in writing. If an amendment to this Agreement reflecting Licensee's exercise of its Right of First Refusal is not entered before the Agreement terminates, Licensee's right shall terminate, unless the Parties agree otherwise, and City may license the License Area and New License Area to a third party.

5. Licensee Fee; Costs.

a. Leap Lab MOU. Pursuant to the MOU, Leap Lab will pay to City Licensee's License Fee and utility costs for 477 square feet of the Facility, necessary to perform Licensee's Activity as defined in this Agreement. '""

b. Amount. Pursuant to the MOU, Leap Lab shall pay City a monthly fee of $238.50 on behalf of Licensee ("**License Fee**"), calculated at $0.50 per square foot for 477 square feet.

6. Utilities Arrangement.

a. Account Holder. Pursuant to the MOU, Leap Lab will be the account holder for the Facility utilities. These utilities include water, gas, trash, electrical and internet. Leap Lab shall pay for all utility costs except as otherwise stated herein.

b. **Leap Lab**. Pursuant to the MOU, Leap Lab shall be responsible for 100% of Licensee's utility costs, including but not limited to water, gas, trash, electrical, and internet.

c. **City**. If the City decides to use the License Area for municipal functions, then the City agrees to pro-rate all operational costs in connection with the License Area for the duration of use.

7. Operational & Other Cost Arrangements.

a. **Leap Lab**. Pursuant to the Leap Lab License, Leap Lab will pay City the following:

(1) Costs of operating the Rig Room and the first floor of the main building, including admissions.

(2) Custodial services for the Rig Room and the first floor and second floor offices with the storage space being used by Licensee.

b. **City**. The fire alarm and other alarm systems in the Facility will be the responsibility of City to maintain. Landscaping in the courtyard will be managed by City.

8. Late Payment. Pursuant to the MOU and Leap Lab License, Leap Lab will timely pay Licensee's Licensee Fee directly to City. Notwithstanding Leap Lab's responsibility for timely payment, it is the Licensee's responsibility to ensure the payment obligations in this Agreement are met, whether paid by Leap Lab or Licensee. Failure to meet the obligations will constitute a material breach of this Agreement by Licensee. If payments are late, the City may charge an additional 5% fee. After 90 days, this License may be terminated. Payments are due by the 1st of each month with a five (5) day grace period. City may not charge fees against both Leap Lab and Licensee for late payment that would result in twice the fees.

9. Termination.

a. City, through its City Manager or his or her designee, may terminate this Agreement in the event of Licensee's material breach of this Agreement. Material breach of this Agreement is limited to failure to comply with payment obligations after 90 days, unauthorized alterations to the historical properties of the Facility, making copies of the Facility's keys or changing its locks without City permission, or unsafe use of the Facility, as determined by the Americans with Disabilities Act (ADA) and public safety codes. The Agreement may also be terminated if the Licensee fails to perform its duties as a mission-driven 501(c)(3) non-profit organization in service to the public.

b. Licensee may terminate this Agreement without cause upon providing written notice to City no less than thirty (30) days prior to the effective date of termination, provided all obligations under this Agreement, including restoration and payment, are fully satisfied prior to such termination.

10. Release of Liability. All Licensee members, invitees, visitors, and guests (collectively, "**Visitors**") shall sign a City-provided release of liability form prior to participation

in the Activity. City agrees to provide all said forms to the Licensee upon request. Licensee shall maintain a record of all signed forms for seven years and provide copies to City upon request within two (2) business days. To satisfy the requirements of this Section, Licensee may digitize the unsigned forms, and have them completed by Visitors and stored on a digital platform that the Licensee and City can access. Each digitized signed form will be stored for seven years.

11. Equipment; Exhibits. Licensee shall provide City with a list of equipment and exhibit items owned by the Licensee that the Licensee is storing, or intends to store, at the Facility. Licensee shall provide this list to City and update it yearly no later than July 1. City assumes no responsibility or liability for the equipment, exhibit items, or any other personal property (together "**Personal Property**"), brought to the Facility by the Licensee or Licensee's invitees, whether or not included on the list, unless damage or loss to Personal Property is due to the sole negligence or willful misconduct of the City. Moving exhibit items without Licensee's consent or support from professional services that package and transport historical items will be considered "negligence" or "willful misconduct" by the City. Professional services will not be required if Licensee gives City written permission to package and move historical items itself.

12. Keys to Facility. City will issue Licensee up to four (4) sets of keys to the Facility that will be monitored by the Licensee's Board President. Licensee shall return the keys to the City upon termination or expiration of the term of this Agreement. Licensee shall not make any copies of the keys or change any locks to the Facility without the prior written permission of City.

13. Facility Use.

a. Time of Use. Licensee and its invitees may access and use the Facility as needed.

b. City Use. City reserves the right to access the Facility to conduct maintenance, repairs, or inspections as needed. Unless there is an emergency or when deemed necessary for public safety, the City will schedule access so as not to disrupt Licensee's Activity.

c. Common Use Areas; Reservations. Licensee shall have access to Facility restrooms and common areas, subject to City's prior approval and any restrictions imposed by the City to maintain such areas. Common areas, including but not limited to the 2nd floor conference room and the courtyard, may be used by Licensee by submitting a reservation request through the Parks & Recreation Department. All requests shall be provided at least one week in advance, and approval is subject to availability and City discretion.

d. Licensee Disagreements. City shall be the final arbitrator of any disagreements between Licensee and any other licensee regarding the use of the Facility or Property, including without limitation, uses with respect to common areas, the Rig Room, exhibits, or language used within exhibits. City's decisions will be binding on Licensee.

14. Property Improvements. The Licensee shall make no improvements, alterations, or repairs to the Facility or Property without prior written consent from the City, which may be withheld in the City's sole discretion. This prohibition includes, but is not limited to, painting walls, replacing carpet, removing or altering any existing memorabilia, artifacts, or City-owned

property, or installing fixtures or equipment that affect the structural integrity or aesthetic of the Facility. Licensee shall submit detailed plans and specifications for any proposed improvements to the Parks & Recreation Department Director for review at least sixty (60) days prior to the intended start date, and any approved work shall be performed by licensed contractors at Licensee's sole expense, with proof of permits and compliance with all applicable laws provided to the City prior to commencement. Prior to the Effective Date of this Agreement, the Licensee and City will prepare a list of agreed-upon alterations, modifications, artifacts, exhibits, and memorabilia to be removed, painting requests, changes to flooring, or any other proposed changes.

15. Maintenance. Licensee shall maintain the Facility and the area immediately surrounding the Facility free of litter, trash and other debris. Licensee shall cooperate with City staff as requested and shall conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property. Licensee shall promptly report any damage, hazards, or maintenance issues to City within 24 hours of discovery.

16. Restoration. Upon termination or expiration of the term of this Agreement, Licensee shall, at its sole cost and expense, promptly, safely, and carefully remove all Personal Property and any debris and trash from the Facility and restore the Facility to its original condition in which the Facility existed immediately prior to the Effective Date of this Agreement. Prior to the Effective Date, City and Licensee shall conduct a walk-through of the Facility to document the Facility's condition with video and photographs. If Licensee fails to commence performing the work required by this Section within ninety (90) calendar days following expiration or the earlier termination of this Agreement, or if Licensee fails to diligently perform all work required by this Section to its completion, then City shall have the right to perform such work without risk, exposure, or liability and without further notice to Licensee. In such event, Licensee shall reimburse City for all costs and expenses reasonably incurred by City in performing such work, within thirty (30) calendar days of written notice. Upon receipt of payment, City shall return any Personal Property and other equipment removed by City pursuant to this Section. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Any Personal Property left at the Facility shall be deemed abandoned if Licensee does not claim the property and pay within thirty (30) calendar days of written notice any: (i) outstanding restoration costs; (ii) storage fees; and (iii) other reasonable costs paid by City. In addition to the remedies contained in this Section, City may avail itself of all other rights and remedies under any applicable law, including, but not limited to disposal of abandoned property pursuant to California Civil Code Section 2080.6.

17. No Real Property Interest. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Facility or Property to Licensee.

18. Liens. Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

19. Indemnification.

a. To the fullest extent permitted by law, each Party shall (1) immediately defend; (2) indemnify; and (3) hold the other Party harmless, including its directors, officers, and employees, agents, volunteers, invitees, guests, or visitors, and representatives (the "I**ndemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) this Agreement; (ii) the License; (iii) ' use of the Property and Facility; (iv) state of repair of the Facility; or (v) presence of 'the other Party's personal property, including but not limited to any acts or omissions of ' the indemnifying Party. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution except such loss or damage caused by the sole negligence or willful misconduct of the Indemnified Party. Each Party's obligation to indemnify the other applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then a Party's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend is a separate and distinct obligation from 'a Party's duty to indemnify. A Party shall be obligated to defend the other Party, in all legal, equitable, administrative, or special proceedings immediately upon tender to of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve the indemnifying Party from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if the indemnifying Party asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Indemnified Party, the indemnifying Party shall submit a claim to the Indemnified Party for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party.

c. This Section shall survive the termination or expiration of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

20. Insurance. Licensee shall obtain and maintain during the term of the License insurance coverages as specified by the City, by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages. At a minimum, Licensee shall procure and maintain: (i) Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, naming the City as an additional insured; (ii) Property insurance covering Licensee's personal property at the Facility; and (iii) Workers' Compensation insurance as required by California law, if applicable. Licensee shall provide certificates of insurance and

endorsements to the City prior to the Effective Date of this Agreement and annually thereafter by July 1st of each year, or upon request by the City. Failure to maintain required insurance shall constitute a material breach of this Agreement, authorizing immediate termination by the City. Licensee shall, within a reasonable time, provide City with evidence of its compliance with these insurance requirements upon City's request.

21. Assumption of Risk and Waiver. Except as expressly stated otherwise and to the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, any loss, damage or injury to personal property or Personnel, or any loss damage or injury to any other property of, or under the control or custody of, Licensee, which is on or near the Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Property or any accident, fire or other casualty on the Property. Licensee, on behalf of itself and its Personnel as a material part of the consideration for this Agreement, hereby waives all claims and demands against City for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code section 1542, which provides 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.**

_____
INITIALS OF LICENSEE

The provisions of this Section shall survive the termination or expiration of this Agreement. As used in this Section, "Personnel" means the Licensee, its officers, directors, affiliates, members, invitees (except Visitors as defined in Section 7), volunteers, or anyone directly or indirectly employed or contracted by Licensee or for whose acts for the Licensee is liable.

22. Notices. Any notices, requests or approvals given under this Agreement from one party to another shall be in writing and shall be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, by certified mail, return receipt requested to the addresses of the other party as stated in this Section, and shall be deemed to have been received at the time of personal delivery or three (3) days after the date of deposit for mailing. Notices shall be sent to:

If to City:
Parks & Recreation Director
City of Santa Paula
P.O. Box 569
Santa Paula, Ca 93061

If to Licensee:
Board President The Santa Paula Historical Society
P.O. Box 842
Santa Paula, Ca. 93061

Any Party may at any time, by notice to the other Party, change the designation or address of the person specified to receive notice on its behalf.

23. Successors and Assigns. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of City and Licensee to the same extent and effect as the same are binding upon and inure to the benefit of the Parties hereto, provided that Licensee's rights hereunder shall not be assigned or transferred except as expressly permitted in Section 21 of this Agreement.

24. Assignment. This Agreement is personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of City, which may be withheld in City's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give City the right to immediately terminate this Agreement.

25. Amendments and Modification. This Agreement may be amended, modified or supplemented only by a written Agreement signed by all of the Parties hereto.

26. Governing Law. This Agreement shall be governed by the laws of the State of California.

27. Venue. Any legal action brought under this Agreement shall be instituted in the Superior Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

28. Attorneys' Fees. In the event of a dispute between the Parties with respect to the terms and conditions of this Agreement, the prevailing Party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

29. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

30. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement.

31. Authority to Enter Agreement. Each of the persons executing this Agreement on behalf of a Party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

32. Entire Agreement. This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the Parties hereto any rights and remedies hereunder.

33. Force Majeure. Other than for Licensee's obligations under this License Agreement that can be performed by the payment of money and, whenever a period of time is herein prescribed for action to be taken by either Party hereto, such Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortage of labor or materials, pandemics, epidemics, war, acts of terrorism, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of such Party.

34. Captions. The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any section hereof.

a. Waiver. No provision, requirement, default or breach of this Agreement shall be deemed waived by either Party except in writing.

b. Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronically shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

35. No Partnership. Nothing contained in this Agreement will be construed to create a partnership or joint venture between the Parties or their successors in interest or permitted assigns.

36. Drafting. Each Party has participated in the preparation of this Agreement and has had the opportunity to consult with legal counsel and any other advisors of its choice to its satisfaction regarding the terms and conditions of this Agreement. As a result, the rule of construction that an agreement be construed against the drafter will not be asserted or applied to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO FACILITY LICENSE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective as of the day and year first written above.

CITY OF SANTA PAULA

Dan Singer, City Manager

APPROVED AS TO FORM:

Monica Castillo, City Attorney

ATTESTED BY:

Julie Latshaw, City Clerk

THE SANTA PAULA HISTORICAL SOCIETY

Board President

Board Member

EXHIBIT A

LICENSE AREA

[attached behind]

EXHIBIT B

MOU

[attached behind]

EXHIBIT B

Santa Paula Historical Society

Union Oil Building License Agreement

Agreement No. [_____]

FACILITY LICENSE AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA
AND THE SANTA PAULA HISTORICAL SOCIETY

(Union Oil Building)

THIS FACILITY LICENSE AGREEMENT ("Agreement") is entered into this 4th day of June, 2025, by and between the City of Santa Paula, a municipal corporation ("City") and The Santa Paula Historical Society, a 501 (c) (3) corporation, ("Licensee"). City and Licensee are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City owns, operates, and maintains the Union Oil Building located at 1001 E. Main Street, Santa Paula CA 93060 and all appurtenant buildings, structures, grounds, parking areas, and facilities located thereon ("**Property**").

B. WHEREAS, the City wishes to grant a license to Licensee to enter the Property for the purpose of archiving important Santa Paula historical items and occasionally offering an exhibit of such items ("**Activity**") within the Union Oil Building ("**Facility**"), which is located on the Property, subject to the City's oversight and approval as set forth herein.

C. WHEREAS, the City desires to make the Facility available to Licensee to conduct the Activity within the Facility in accordance with the terms in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the common understandings and cooperative relationships between the Parties that relate to the Licensee's access to the Property and use of the Facility for the Activity.

2. Grant of License.

a. License. Subject to the terms and conditions in this Agreement, City hereby grants to Licensee a revocable, non-exclusive license for the right to enter upon the Property and use the Facility for the Activity (the "**License**"). The Licensee acknowledges and agrees that this License is granted solely for use of the Facility for the Activity, is subordinate to the City's rights to use and manage the Property and Facility, and does not confer any possessory or proprietary interest beyond the limited scope herein defined.

b. License Area. The License gives Licensee the right to use a total of 477 square feet of the Facility, which will include a storage room on the second floor and office space known as the Orcutt Office, as shown in Exhibit A ("**License Area**").Licensee acknowledges that the City will enter into a concurrent license agreement with Leap Lab: Ventura County Science

Center ("**Leap Lab**") for use of Facility areas and that Licensee has entered into a separate Memorandum of Understanding ("**MOU**") with Leap Lab outlining the cooperative, shared use of the Facility. The MOU is attached hereto and incorporated herewith as Exhibit B. With respect to any other licensee of the Facility, this License Area shall be for Licensee's exclusive use. Licensee may also use the Facility as described in Section 10.

3. Term; Effective Date. The term of this Agreement and License shall be a 5-year term from August 1, 2025 ("**Effective Date**") to July 30, 2030, unless earlier terminated as provided herein ("**Initial Term**"). The Agreement may be extended beyond the Initial Term for three (3) consecutive five-year terms upon mutual written agreement of the Parties for a total potential extended term of 20 years.

4. Right of First Refusal.

a. Right Granted. Provided that Licensee has not committed a material breach as defined in Section 6 (Termination), below, that is continuing at the time the rights provided in this Section are exercisable by Licensee, City hereby grants to Licensee a right of first refusal to license the License Area and other areas of the Facility not under a current license agreement ("**Right of First Refusal**"). Such right shall be exercisable before the start of each additional five-year term described in Section 3 (Term).

b. Licensee Exercise of Right. No later than six (6) months before the end of the Initial Term, and additional five-year term thereafter, if any, City shall offer Licensee, in writing, the option to continue licensing the License Area and license other areas of the Facility not under a current license agreement ("**New License Area**"). For the New License Area, Licensee agrees to pay reasonably higher fees. Licensee must accept the City's offer within 15 days in writing. If an amendment to this Agreement reflecting Licensee's exercise of its Right of First Refusal is not entered before the Agreement terminates, Licensee's right shall terminate, unless the Parties agree otherwise, and City may license the License Area and New License Area to a third party.

5. Licensee Fee; Costs.

a. Leap Lab MOU. Pursuant to the MOU, Leap Lab will pay to City Licensee's License Fee and utility costs for 477 square feet of the Facility, necessary to perform Licensee's Activity as defined in this Agreement. '""

b. Amount. Pursuant to the MOU, Leap Lab shall pay City a monthly fee of $238.50 on behalf of Licensee ("**License Fee**"), calculated at $0.50 per square foot for 477 square feet.

6. Utilities Arrangement.

a. Account Holder. Pursuant to the MOU, Leap Lab will be the account holder for the Facility utilities. These utilities include water, gas, trash, electrical and internet. Leap Lab shall pay for all utility costs except as otherwise stated herein.

b. **Leap Lab**. Pursuant to the MOU, Leap Lab shall be responsible for 100% of Licensee's utility costs, including but not limited to water, gas, trash, electrical, and internet.

c. **City**. If the City decides to use the License Area for municipal functions, then the City agrees to pro-rate all operational costs in connection with the License Area for the duration of use.

7. Operational & Other Cost Arrangements.

a. **Leap Lab**. Pursuant to the Leap Lab License, Leap Lab will pay City the following:

(1) Costs of operating the Rig Room and the first floor of the main building, including admissions.

(2) Custodial services for the Rig Room and the first floor and second floor offices with the storage space being used by Licensee.

b. **City**. The fire alarm and other alarm systems in the Facility will be the responsibility of City to maintain. Landscaping in the courtyard will be managed by City.

8. **Late Payment**. Pursuant to the MOU and Leap Lab License, Leap Lab will timely pay Licensee's Licensee Fee directly to City. Notwithstanding Leap Lab's responsibility for timely payment, it is the Licensee's responsibility to ensure the payment obligations in this Agreement are met, whether paid by Leap Lab or Licensee. Failure to meet the obligations will constitute a material breach of this Agreement by Licensee. If payments are late, the City may charge an additional 5% fee. After 90 days, this License may be terminated. Payments are due by the 1st of each month with a five (5) day grace period. City may not charge fees against both Leap Lab and Licensee for late payment that would result in twice the fees.

9. **Termination**.

a. City, through its City Manager or his or her designee, may terminate this Agreement in the event of Licensee's material breach of this Agreement. Material breach of this Agreement is limited to failure to comply with payment obligations after 90 days, unauthorized alterations to the historical properties of the Facility, making copies of the Facility's keys or changing its locks without City permission, or unsafe use of the Facility, as determined by the Americans with Disabilities Act (ADA) and public safety codes. The Agreement may also be terminated if the Licensee fails to perform its duties as a mission-driven 501(c)(3) non-profit organization in service to the public.

b. Licensee may terminate this Agreement without cause upon providing written notice to City no less than thirty (30) days prior to the effective date of termination, provided all obligations under this Agreement, including restoration and payment, are fully satisfied prior to such termination.

10. **Release of Liability**. All Licensee members, invitees, visitors, and guests (collectively, "**Visitors**") shall sign a City-provided release of liability form prior to participation

in the Activity. City agrees to provide all said forms to the Licensee upon request. Licensee shall maintain a record of all signed forms for seven years and provide copies to City upon request within two (2) business days. To satisfy the requirements of this Section, Licensee may digitize the unsigned forms, and have them completed by Visitors and stored on a digital platform that the Licensee and City can access. Each digitized signed form will be stored for seven years.

11. Equipment; Exhibits. Licensee shall provide City with a list of equipment and exhibit items owned by the Licensee that the Licensee is storing, or intends to store, at the Facility. Licensee shall provide this list to City and update it yearly no later than July 1. City assumes no responsibility or liability for the equipment, exhibit items, or any other personal property (together "**Personal Property**"), brought to the Facility by the Licensee or Licensee's invitees, whether or not included on the list, unless damage or loss to Personal Property is due to the sole negligence or willful misconduct of the City. Moving exhibit items without Licensee's consent or support from professional services that package and transport historical items will be considered "negligence" or "willful misconduct" by the City. Professional services will not be required if Licensee gives City written permission to package and move historical items itself.

12. Keys to Facility. City will issue Licensee up to four (4) sets of keys to the Facility that will be monitored by the Licensee's Board President. Licensee shall return the keys to the City upon termination or expiration of the term of this Agreement. Licensee shall not make any copies of the keys or change any locks to the Facility without the prior written permission of City.

13. Facility Use.

a. Time of Use. Licensee and its invitees may access and use the Facility as needed.

b. City Use. City reserves the right to access the Facility to conduct maintenance, repairs, or inspections as needed. Unless there is an emergency or when deemed necessary for public safety, the City will schedule access so as not to disrupt Licensee's Activity.

c. Common Use Areas; Reservations. Licensee shall have access to Facility restrooms and common areas, subject to City's prior approval and any restrictions imposed by the City to maintain such areas. Common areas, including but not limited to the 2nd floor conference room and the courtyard, may be used by Licensee by submitting a reservation request through the Parks & Recreation Department. All requests shall be provided at least one week in advance, and approval is subject to availability and City discretion.

d. Licensee Disagreements. City shall be the final arbitrator of any disagreements between Licensee and any other licensee regarding the use of the Facility or Property, including without limitation, uses with respect to common areas, the Rig Room, exhibits, or language used within exhibits. City's decisions will be binding on Licensee.

14. Property Improvements. The Licensee shall make no improvements, alterations, or repairs to the Facility or Property without prior written consent from the City, which may be withheld in the City's sole discretion. This prohibition includes, but is not limited to, painting walls, replacing carpet, removing or altering any existing memorabilia, artifacts, or City-owned

property, or installing fixtures or equipment that affect the structural integrity or aesthetic of the Facility. Licensee shall submit detailed plans and specifications for any proposed improvements to the Parks & Recreation Department Director for review at least sixty (60) days prior to the intended start date, and any approved work shall be performed by licensed contractors at Licensee's sole expense, with proof of permits and compliance with all applicable laws provided to the City prior to commencement. Prior to the Effective Date of this Agreement, the Licensee and City will prepare a list of agreed-upon alterations, modifications, artifacts, exhibits, and memorabilia to be removed, painting requests, changes to flooring, or any other proposed changes.

15. Maintenance. Licensee shall maintain the Facility and the area immediately surrounding the Facility free of litter, trash and other debris. Licensee shall cooperate with City staff as requested and shall conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property. Licensee shall promptly report any damage, hazards, or maintenance issues to City within 24 hours of discovery.

16. Restoration. Upon termination or expiration of the term of this Agreement, Licensee shall, at its sole cost and expense, promptly, safely, and carefully remove all Personal Property and any debris and trash from the Facility and restore the Facility to its original condition in which the Facility existed immediately prior to the Effective Date of this Agreement. Prior to the Effective Date, City and Licensee shall conduct a walk-through of the Facility to document the Facility's condition with video and photographs. If Licensee fails to commence performing the work required by this Section within ninety (90) calendar days following expiration or the earlier termination of this Agreement, or if Licensee fails to diligently perform all work required by this Section to its completion, then City shall have the right to perform such work without risk, exposure, or liability and without further notice to Licensee. In such event, Licensee shall reimburse City for all costs and expenses reasonably incurred by City in performing such work, within thirty (30) calendar days of written notice. Upon receipt of payment, City shall return any Personal Property and other equipment removed by City pursuant to this Section. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Any Personal Property left at the Facility shall be deemed abandoned if Licensee does not claim the property and pay within thirty (30) calendar days of written notice any: (i) outstanding restoration costs; (ii) storage fees; and (iii) other reasonable costs paid by City. In addition to the remedies contained in this Section, City may avail itself of all other rights and remedies under any applicable law, including, but not limited to disposal of abandoned property pursuant to California Civil Code Section 2080.6.

17. No Real Property Interest. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Facility or Property to Licensee.

18. Liens. Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

19. Indemnification.

a. To the fullest extent permitted by law, each Party shall (1) immediately defend; (2) indemnify; and (3) hold the other Party harmless, including its directors, officers, and employees, agents, volunteers, invitees, guests, or visitors, and representatives (the "I**ndemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) this Agreement; (ii) the License; (iii) ' use of the Property and Facility; (iv) state of repair of the Facility; or (v) presence of 'the other Party's personal property, including but not limited to any acts or omissions of ' the indemnifying Party. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution except such loss or damage caused by the sole negligence or willful misconduct of the Indemnified Party. Each Party's obligation to indemnify the other applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then a Party's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend is a separate and distinct obligation from 'a Party's duty to indemnify. A Party shall be obligated to defend the other Party, in all legal, equitable, administrative, or special proceedings immediately upon tender to of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve the indemnifying Party from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if the indemnifying Party asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Indemnified Party, the indemnifying Party shall submit a claim to the Indemnified Party for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party.

c. This Section shall survive the termination or expiration of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

20. Insurance. Licensee shall obtain and maintain during the term of the License insurance coverages as specified by the City, by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages. At a minimum, Licensee shall procure and maintain: (i) Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, naming the City as an additional insured; (ii) Property insurance covering Licensee's personal property at the Facility; and (iii) Workers' Compensation insurance as required by California law, if applicable. Licensee shall provide certificates of insurance and

endorsements to the City prior to the Effective Date of this Agreement and annually thereafter by July 1st of each year, or upon request by the City. Failure to maintain required insurance shall constitute a material breach of this Agreement, authorizing immediate termination by the City. Licensee shall, within a reasonable time, provide City with evidence of its compliance with these insurance requirements upon City's request.

21. Assumption of Risk and Waiver. Except as expressly stated otherwise and to the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, any loss, damage or injury to personal property or Personnel, or any loss damage or injury to any other property of, or under the control or custody of, Licensee, which is on or near the Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Property or any accident, fire or other casualty on the Property. Licensee, on behalf of itself and its Personnel as a material part of the consideration for this Agreement, hereby waives all claims and demands against City for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code section 1542, which provides 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.**

_____
INITIALS OF LICENSEE

The provisions of this Section shall survive the termination or expiration of this Agreement. As used in this Section, "Personnel" means the Licensee, its officers, directors, affiliates, members, invitees (except Visitors as defined in Section 7), volunteers, or anyone directly or indirectly employed or contracted by Licensee or for whose acts for the Licensee is liable.

22. Notices. Any notices, requests or approvals given under this Agreement from one party to another shall be in writing and shall be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, by certified mail, return receipt requested to the addresses of the other party as stated in this Section, and shall be deemed to have been received at the time of personal delivery or three (3) days after the date of deposit for mailing. Notices shall be sent to:

If to City:
Parks & Recreation Director
City of Santa Paula
P.O. Box 569
Santa Paula, Ca 93061

If to Licensee:
Board President The Santa Paula Historical Society
P.O. Box 842
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Any Party may at any time, by notice to the other Party, change the designation or address of the person specified to receive notice on its behalf.

23. Successors and Assigns. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of City and Licensee to the same extent and effect as the same are binding upon and inure to the benefit of the Parties hereto, provided that Licensee's rights hereunder shall not be assigned or transferred except as expressly permitted in Section 21 of this Agreement.

24. Assignment. This Agreement is personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of City, which may be withheld in City's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give City the right to immediately terminate this Agreement.

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26. Governing Law. This Agreement shall be governed by the laws of the State of California.

27. Venue. Any legal action brought under this Agreement shall be instituted in the Superior Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

28. Attorneys' Fees. In the event of a dispute between the Parties with respect to the terms and conditions of this Agreement, the prevailing Party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

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30. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement.

31. Authority to Enter Agreement. Each of the persons executing this Agreement on behalf of a Party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

32. Entire Agreement. This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the Parties hereto any rights and remedies hereunder.

33. Force Majeure. Other than for Licensee's obligations under this License Agreement that can be performed by the payment of money and, whenever a period of time is herein prescribed for action to be taken by either Party hereto, such Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortage of labor or materials, pandemics, epidemics, war, acts of terrorism, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of such Party.

34. Captions. The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any section hereof.

a. Waiver. No provision, requirement, default or breach of this Agreement shall be deemed waived by either Party except in writing.

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36. Drafting. Each Party has participated in the preparation of this Agreement and has had the opportunity to consult with legal counsel and any other advisors of its choice to its satisfaction regarding the terms and conditions of this Agreement. As a result, the rule of construction that an agreement be construed against the drafter will not be asserted or applied to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO FACILITY LICENSE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective as of the day and year first written above.

CITY OF SANTA PAULA

Dan Singer, City Manager

APPROVED AS TO FORM:

Monica Castillo, City Attorney

ATTESTED BY:

Julie Latshaw, City Clerk

THE SANTA PAULA HISTORICAL SOCIETY

Board President

Board Member

EXHIBIT A

LICENSE AREA

[attached behind]

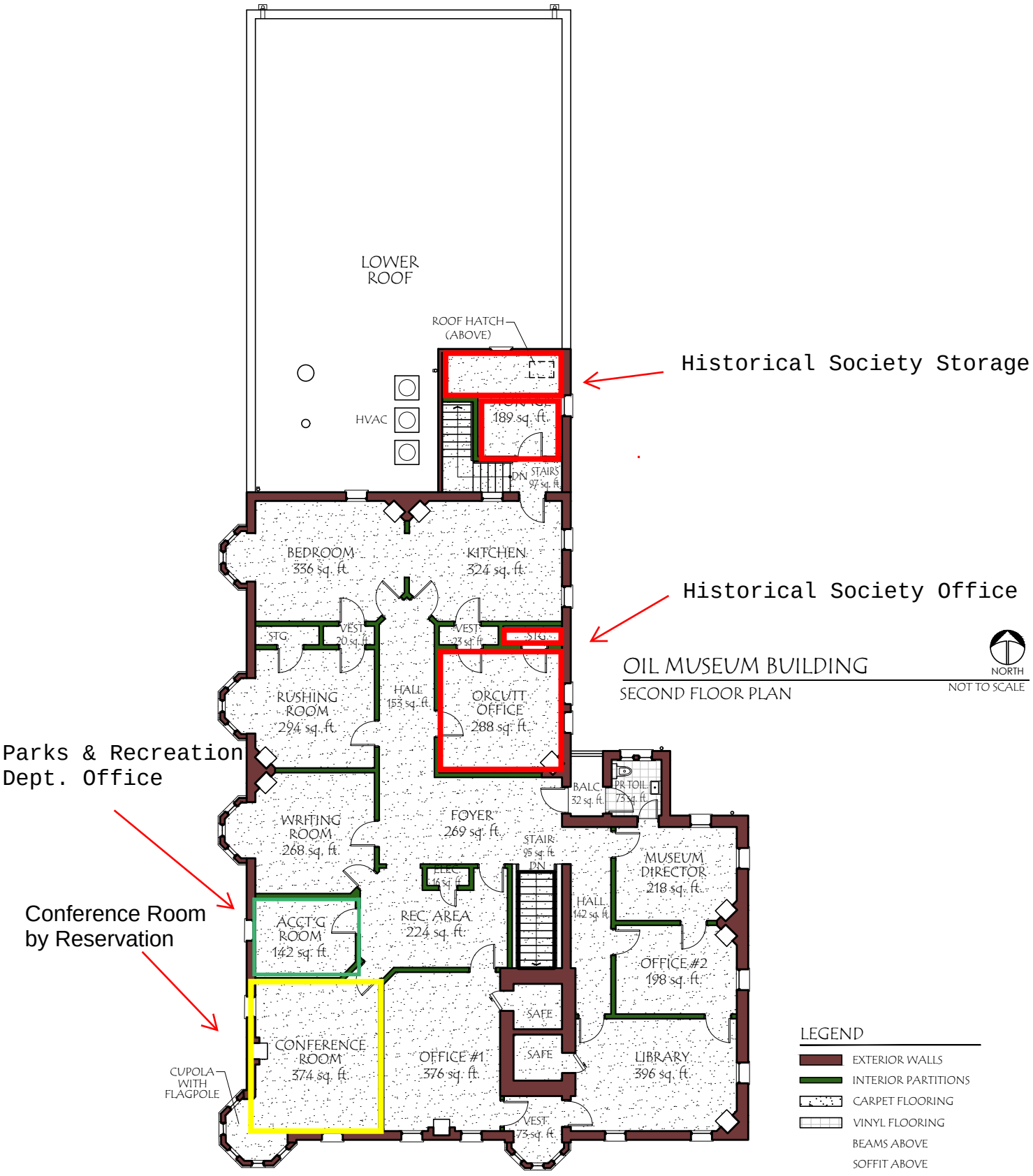

LOWER ROOF
ROOF HATCH (ABOVE)
HVAC
189 sq. ft.
DN STAIRS 97 sq. ft.
BEDROOM 336 sq. ft.
KITCHEN 324 sq. ft.
STG.
VEST 20 sq. ft.
VEST 23 sq. ft.
STG.
RUSHING ROOM 294 sq. ft.
HALL 153 sq. ft.
ORCUTT OFFICE 288 sq. ft.
BALC 32 sq. ft.
PR TOIL 73 sq. ft.
WRITING ROOM 268 sq. ft.
FOYER 269 sq. ft.
STAIR 95 sq. ft. DN
ELEC 16 sq.
MUSEUM DIRECTOR 218 sq. ft.
HALL 142 sq. ft.
ACCT'G ROOM 142 sq. ft.
REC. AREA 224 sq. ft.
OFFICE #2 198 sq. ft.
SAFE
CONFERENCE ROOM 374 sq. ft.
OFFICE #1 376 sq. ft.
SAFE
LIBRARY 396 sq. ft.
CUPOLA WITH FLAGPOLE
VEST. 173 sq. ft.
Historical Society Storage
Historical Society Office
Parks & Recreation Dept. Office
Conference Room by Reservation
OIL MUSEUM BUILDING
SECOND FLOOR PLAN
NORTH
NOT TO SCALE
LEGEND
EXTERIOR WALLS
INTERIOR PARTITIONS
CARPET FLOORING
VINYL FLOORING
BEAMS ABOVE
SOFFIT ABOVE

EXHIBIT B

MOU

[attached behind]

May 23, 2025

Subject: Memorandum of Understanding – Union Oil Building

This Memorandum of Understanding ("MOU") is entered into between Leap Lab: Science Center of Ventura County (hereinafter referred to as the "Leap Lab"), and the Santa Paula Historical Society (hereinafter referred to as "SPHS") on this 23rd day of May 2025. Collectively, Leap Lab and the SPHS are referred to as the "Parties." Leap Lab and SPHS have agreed to this Memorandum of Understanding with regard to space within the Union Oil Building (the "Building") located at 1001 E Main Street.

Purpose of this Memorandum of Understanding:

As of the date of this MOU, Leap Lab and the Santa Paula Historical Society agree to collaborate to create temporary exhibits in the Building, restricted to the space provided for Rotating Exhibits, and restricted to a maximum of 90 days, unless mutually agreed to extend the duration of the exhibit or create another exhibit in the same calendar year.

Scope of Collaboration

1. Use of Rotating Exhibit Space
    - SPHS will have the right to install a temporary exhibit ("SPHS Exhibit") up to 90 days inside the Building in the space Leap Lab assigns to Rotating Exhibits licensed by City to Leap Lab .
    - SPHS and Leap Lab will work collaboratively to blend history and science concepts in temporary exhibitions.
2. Rotating Exhibit Space hours of operation, building and restroom access
    - Operating hours: The SPHS Exhibitwill be accessible during the hours of Leap Lab's normal hours of operations. Hours of operations will likely be 9am-5pm, 6 days per week.
    - Restrooms: During operating hours, restrooms will be accessible to all visitors.
3. Utilities pertaining to the Rotating Exhibit Space operation
    - Leap Lab will be responsible for all costs of utilities associated with the SPHS Exhibit.
4. License fees and utilities pertaining to the building
    - License Fees: Leap lab will license 6570sq. ft. and the Historical Society will license 477 square feet of the Building from owner the City of Santa Paula ("City"). The monthly license fee is $.50/sq.ft. In addition to its own license fee, Leap Lab will pay to City the cost of the Historical Society's 477 sq. footage, equal to a monthly license fee of $238.50.

- Utilities: Leap Lab will be the account holder for the utilities and manage operational costs for the Building. The utilities include electrical, water, gas, internet, and operations including landscaping and custodial. Leap Lab will absorb the Historical Society's portion of utilities and operational costs.

- Time of Payment: The Parties will coordinate payment of their respective license fees to the City such that City is timely paid in accordance with their respective licensese agreements with the City. Leap Lab may pay City the combined fees of both Parties. Regardless of the how the Parties ensure timely payment to the City, each Party agrees it will be liable to the City under the terms of its respective license agreement with the City.

5. Responsibilities

    - Leap Lab Responsibilities:

        - Provide SPHS timely feedback on the proposed SPHS Exhibit.
        - Ensure that SPHS has access to the Building for up to 30 days prior to the opening of the SPHS Exhibit, unless another exhibit is in the space. If another exhibit is in the space, then SPHS will be given a minimum of one week to install the SPHS Exhibit.

    - SPHS Responsibilities:

        - Provide Leap Lab a 1-year notice to request time in the rotating exhibit calendar.
        - Work with Leap Lab to blend history and science in the design and content of the proposed SPHS Exhibit, and complete the proposal at least 90 days prior to the scheduled opening date.
        - Be prepared to set up the SPHS Exhibitduring hours outside normal operating hours.
        - Provide staff and volunteers as needed during hours of the SPHS Exhibitoperation.

6. Financial Arrangements

    - SPHS will be responsible for all costs to design, fabricate and install the SPHS Exhibit.
    - Any shared costs and expenses will be mutually agreed upon in writing prior to the incurrence of such cost and expenses.

7. Duration and Termination

    - This MOU will be effective on the same date as the effective date of Leap Lab and SPHS license agreements with the City and will remain effect for the duration of their terms, including any extensions. This MOU may only be extended by mutual written agreement of the Parties. .

8. Confidentiality

    - The Parties agree to keep confidential shared sensitive information or information deemed by the other Party to be confidential during the term of this MOU, except as required by law.

9. Dispute Resolution

- Any disputes arising out of or in connection with this MOU will be resolved through good faith negotiations between the Parties. If the dispute cannot be resolved through negotiation, the Parties agree to seek mediation through the City of Santa Paula. The City is the final arbitrator of disputes.

10. Miscellaneous

- This MOU does not create any legal or financial obligations beyond those expressly stated herein.
- Any amendments to this MOU must be in writing and signed by both Parties.
- This MOU is non transferrable

Signatures

In witness whereof, the Parties hereto have executed this MOU as of the day and year first above written.

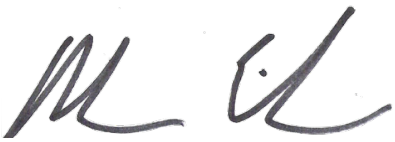
Santa Paula Historical Society

By: Jennifer O. Heighton

Name: Jennifer Heighton

Title: President

Leap Lab: Science Center of Ventura County

By: 

Name: Marcus Eriksen

Title: Executive Director

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUNDING OPTIONS FOR THE CITY'S PAVEMENT MANAGEMENT PROGRAM

Date: June 4, 2025

Agenda Item: 11.C

RECOMMENDATION:

It is recommended that the City Council:

a) Receive a presentation on funding options related to an accelerated pavement management program, and
b) Provide direction to staff on the preferred option.

Presented by: Robert Woodward, City Engineer

BACKGROUND:

On March 19, 2025, the City Engineer came before Council with an update on the City's five-year Pavement Management Program (PMP) and a discussion on options moving into the next five-year plan. The PMP contemplated four (4) 5-year cycles of paving, organized geographically throughout the City. On May 6, 2020, the City Council approved Resolution 7270 adopting the Cycle 1 5-year PMP (FY 2020-2021 to FY 2024-2025) requiring staff to annually update the plan and address the status of road pavement conditions within the City. Cycle 1 of the City's paving program, with the exception of portions of those streets associated with the Mill Street and Park/Orchard water main replacement projects , are now complete. With the passage of Measure R in November 2024 a new opportunity exists to accelerate various infrastructure projects and spending, including the PMP.

In addition to utilizing Measure R funds for sidewalk repair, street lighting projects, storm drain rehabilitation, and signal upgrades, some $2 million per fiscal year can be reinvested in the PMP.

At the March 19 meeting, the City Council reviewed three options related to the funding of the PMP:
1) With the addition of Measure R funding, move the next three PMP cycles (Cycle 2, 3 & 4) from an anticipated 15-years down to 5-years. This would allow all roadways in the City to be treated with a minimum of a thin-lift asphalt treatment, similar to the work done in Cycle 1 on most streets. This model would be a pay-as-you-go process, or "PayGo" as it is commonly

referred.
2) Finance the PMP (around $18 million) in order to complete all work within the next 12-18 months. This option is not recommended as it involves expensive borrowing costs and would create significant disruption throughout town in order to perform that much road work.
3) Move the 5-year pavement cycle to 2.5 years, necessitating the borrowing of approximately $8 million which would be paid back using future Measure R funds as the necessity for street funding would decline once all the roads are complete.

At the March 19 presentation, Council consensus leaned toward option 1, discarding option 2, and seeking greater input on option 3. The purpose of this presentation is to introduce this third option so Council may make an informed decision about its preference for either option 1 or option 3, above. Once an option has been identified, the City Engineer will move forward with the next PMP cycle, returning to Council for initiation later this summer.

ANALYSIS:

To analyze an accelerated PMP, the City engaged with our municipal advisors, NHA. Their overview and analysis is contained in Attachment A, which forms the basis for their presentation to Council.

STRATEGIC PLAN:

Investing in the City's pavement management program is a core objective contained within the Council's Strategic Plan under C.1 Infrastructure, Transportation & Mobility: Streets - Work to maximize funding going to streets.

FISCAL IMPACTS:

Fiscal impacts will be commensurate with the direction on funding options supported by Council, as outlined in Attachment A.

OPTIONS:

The Council is under no obligation to accelerate street maintenance funding, however doing so was a major component of the feedback received from voters in the passage of Measure R. How quickly or methodically pavement gets completed is up to the general consensus of the City Council.

ATTACHMENTS:

Attachment A - Santa Paula - Street Improvements Funding Options.pptx

City of Santa Paula
Street Improvement Funding Options

Presentation to City Council

NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

June 2025

Background

- The City's street network consists of approximately 55 centerline miles of roadway
  - Approximately 28 miles have a PCI <55 ("Poor/Very Poor") that will require significant investment to upgrade
- City's 20-year Pavement Management Program has four cycles, each 5 years long
  - Wrapping up Cycle 1 (FYEs 2021-2025) and preparing for Cycle 2 (FYE 2026-2030)
- City voters approved Measure R in November 2024, authorizing a 1% sales tax
  - Estimated to generate $4.5 million annually in revenues
  - Provides funding to evaluate strategies to potentially accelerate the PMP
- City staff requested NHA Advisors evaluate cost and benefits of three options for raising $20 million for street improvements:
  - Pay-go only
  - Blend of pay-go and financing
  - Financing only

Summary of Street Improvements Funding Options

Option 1

- Pay-go Funding Only
- City commits $2 million of funds to effectively double the City's investment in street improvement funding.
- $20 million pay-as-you go capital improvement investment into the City's streets

Option 2

Blended Pay-Go and Financing

City accelerates project completion by 2.5 years and finances $8 million of improvements in FYE 2026

Pay-as-you-go capital investment over the next three years at $4 million per year

Debt service commences in FY 2028-29, paid from Measure R receipts

Option 3

Financing Only

City finances $20 million in FYE 2026 for street repairs

Accelerates the project by 3 years

Debt service on the financing commences in FY 2026, paid from Measure R receipts

Comparative Analysis

- Option 1 (pay-go only) has the lowest cost to the City in total cashflow and present value terms
  - Because Option 1 takes 5 years to complete, there is greater risk that inflation causes a loss of purchasing power
- Option 2 costs approximately $1.5M more in cashflow and $800K more in present value terms
  - Because Option 2 completes the project in 3 years, the City is less exposed to inflationary risk during the construction period
- Option 3 has significantly higher costs and doesn't materially shorten the expected project length
  - No additional protection on inflation vs Option 2

	Option 1	Option 2	Option 3
Total Pay-Go Streets Funding	$20,000,000	$12,000,000	$0
Total Financed Streets Funding	$0	$8,000,000	$20,000,000
Total Funding Available for Streets	$20,000,000	$20,000,000	$20,000,000
Total City Funds Spent on Pay-Go and Debt Service	$20,000,000	$21,550,000	$24,650,000
Present Value Cost*	$17,550,000	$18,350,000	$20,300,000
Potential Loss of Purchasing Power (3.0% Inflation)**	$1,150,000	$450,000	$450,000
Potential Loss of Purchasing Power (4.5% Inflation)**	$1,650,000	$700,000	$700,000
Difference (Indicator of Sensitivity to Inflation Risk)	-$500,000	-$250,000	-$250,000

**Present Value Cost shown in June 2025 terms; discounted at an assumed 4.5% weighted average cost of capital*

***Loss of Purchasing Power calculated as face value of future cashflows less inflation-adjusted value of future cashflows; shown in FYE 2026 dollars*

Additional Detail on Option 2

Accelerating the 5-year schedule to 2.5 years might result in some avoided street degradation and avoided capital costs

City's General Fund would issue short-term (<10 year) lease revenue bonds or certificates of participation

- Would require a lease-leaseback structure where the city would pledge other real assets of the City as collateral
- Size and term (<$10M, <10 years) implies a private placement may be an ideal method of sale,

Depending on the market and bank appetite at the time, the City may be able to structure it as a "draw schedule" loan that functions similarly to a line of credit

Once directed, the City's financing team could complete a financing in 90-120 days

Conclusion

- Option 1 has the cheapest capital cost (no interest costs), but has higher exposure to inflationary risk than Option 2

- Option 2 has higher cost than Option 1 due to interest costs, but somewhat mitigates exposure to inflation due to shortened project length
- In a high inflation scenario, Option 2 "net cost" to the City may be less than shown in this analysis due to avoided inflation risk
- Accelerating the City's PMP can open other possibilities that are hard to predict but could have a real benefit to the City:
  - Indirectly improves property values
  - City's demonstrated reinvestment in community prompting additional private investment
  - Improved quality of life and safety
  - Reduced street-related claims against the City

Option 3 is not recommended because it does not meaningfully accelerate the project to compensate for the greater overall costs to the City

APPENDIX: DETAILED CASHFLOWS

Detailed Cashflows – Option 1

- $20.0M cost in cashflow terms
- $17.6M cost in present value terms
  - Discounted to June 2025 at 4.5%

	Option 1				Amounts Funded with Bonds
FYE	City Funds Spent on Pay-Go	City Funds Spent on Debt Service	Total City Spending	Present Value	
2026	$4,000,000	$0	$4,000,000	$3,827,751	$0
2027	$4,000,000	$0	$4,000,000	$3,662,920	$0
2028	$4,000,000	$0	$4,000,000	$3,505,186	$0
2029	$4,000,000	$0	$4,000,000	$3,354,245	$0
2030	$4,000,000	$0	$4,000,000	$3,209,804	$0
2031	$0	$0	$0	$0	$0
2032	$0	$0	$0	$0	$0
2033	$0	$0	$0	$0	$0
2034	$0	$0	$0	$0	$0
2035	$0	$0	$0	$0	$0
Totals	$20,000,000	$0	$20,000,000	$17,559,907	$0

Detailed Cashflows – Option 2

- $21.6M cost in cashflow terms
- $18.4M cost in present value terms
  - Discounted to June 2025 at 4.5%

	Option 2				Amounts Funded with Bonds
FYE	City Funds Spent on Pay-Go	City Funds Spent on Debt Service	Total City Spending	Present Value	
2026	$4,000,000	$0	$4,000,000	$3,827,751	$4,000,000
2027	$4,000,000	$0	$4,000,000	$3,662,920	$4,000,000
2028	$4,000,000	$0	$4,000,000	$3,505,186	$0
2029	$0	$1,912,169	$1,912,169	$1,603,471	$0
2030	$0	$1,912,169	$1,912,169	$1,534,422	$0
2031	$0	$1,912,169	$1,912,169	$1,468,347	$0
2032	$0	$1,912,169	$1,912,169	$1,405,116	$0
2033	$0	$1,912,169	$1,912,169	$1,344,609	$0
2034				$0	$0
2035				$0	$0
Totals	$12,000,000	$9,560,846	$21,560,846	$18,351,823	$8,000,000

Detailed Cashflows – Option 3

- $24.6M cost in cashflow terms
- $20.3M cost in present value terms
  - Discounted to June 2025 at 4.5%

	Option 3				Amounts Funded with Bonds
FYE	City Funds Spent on Pay-Go	City Funds Spent on Debt Service	Total City Spending	Present Value	
2026	$0	$3,078,225	$3,078,225	$2,945,670	$20,000,000
2027	$0	$3,081,975	$3,081,975	$2,822,257	$0
2028	$0	$3,080,050	$3,080,050	$2,699,037	$0
2029	$0	$3,078,625	$3,078,625	$2,581,616	$0
2030	$0	$3,082,475	$3,082,475	$2,473,535	$0
2031	$0	$3,081,150	$3,081,150	$2,366,002	$0
2032	$0	$3,079,650	$3,079,650	$2,263,014	$0
2033	$0	$3,082,750	$3,082,750	$2,167,744	$0
2034	$0		$0	$0	$0
2035	$0		$0	$0	$0
Totals	$0	$24,644,900	$24,644,900	$20,318,876	$20,000,000

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: SOLAR STREET LIGHT PILOT PROJECT (SSLPP)

Date: June 4, 2025

Agenda Item: 11.D

RECOMMENDATION:

Staff recommends Council:

1. Consider options for replacement of streetlights on 8th Street between Harvard and Main with solar powered, decorative poles and fixtures.
2. Authorize staff to move forward with request for final quotes or provide other direction as may be desired.

Presented by: Dale Goodman, Public Works Director

BACKGROUND:

A number of streets in the City, including parts of 8th St., Santa Paula St., and Palm Court, have street lighting which has failed due to age. Replacement of the failed lighting in these three areas alone, with concrete poles and Acorn fixtures, new conduit, new wire, new footings, sidewalk replacement, etc., will be very costly.

ANALYSIS:

After the Measure T Committee and the City Council rejected the proposal to allocate between $400,000 - $500,000 to replace the failed street lighting system along 8th Street between Harvard and Main, staff began looking at lower-cost, solar-powered alternatives. Preliminary quotes for a pilot project to light 8th Street with 14 solar-powered fixtures on 14’ poles, come in under $120,000.

Each of these poles is black, powder-coated, fluted aluminum, with a decorative base, similar in style to Santa Paula's classic acorn street lamps. The upper part of the pole has a wrap-around solar panel, which produces energy whenever the sun is above the horizon. The controller and battery pack are inside the pole, and are accessible through a secure service panel. Illumination is provided by a low-power consuming LED fixture, inside a lantern or acorn.

Installation is simply a matter of preparing an approved footing with anchor bolts, standing up the pole and bolting it to the footing, attaching the fixture, and turning it on. Onboard controls turn on the lights at dusk and turn them off at dawn. Dimming can be either pre-programed or

programmable.

Each pole is a stand-alone unit, reducing the need or costs of circuitry and eliminating the cost of electricity. Similarly, lights stay activated during power outages, adding an element of safety in the areas served by these solar lights.
As the design of solar lighting is somewhat different from the existing street light system, and before staff moves forward with a project and funding support, staff is seeking Council concurrence on the approach to this pilot as well as input on the aesthetics. Attached with this report is a diagram showing the approximate placement of poles and their casted lighted areas of 8th Street. Also, information about the solar/battery system technology and design options are attached. Should Council support this approach, staff will seek formal quotes and return with project specifications and a budget.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

No designated funding has been identified for this project. Funds in the amount of around $120,000 would need to come from the City's road maintenance budget, fund 280, which would reduce available funding for street work.

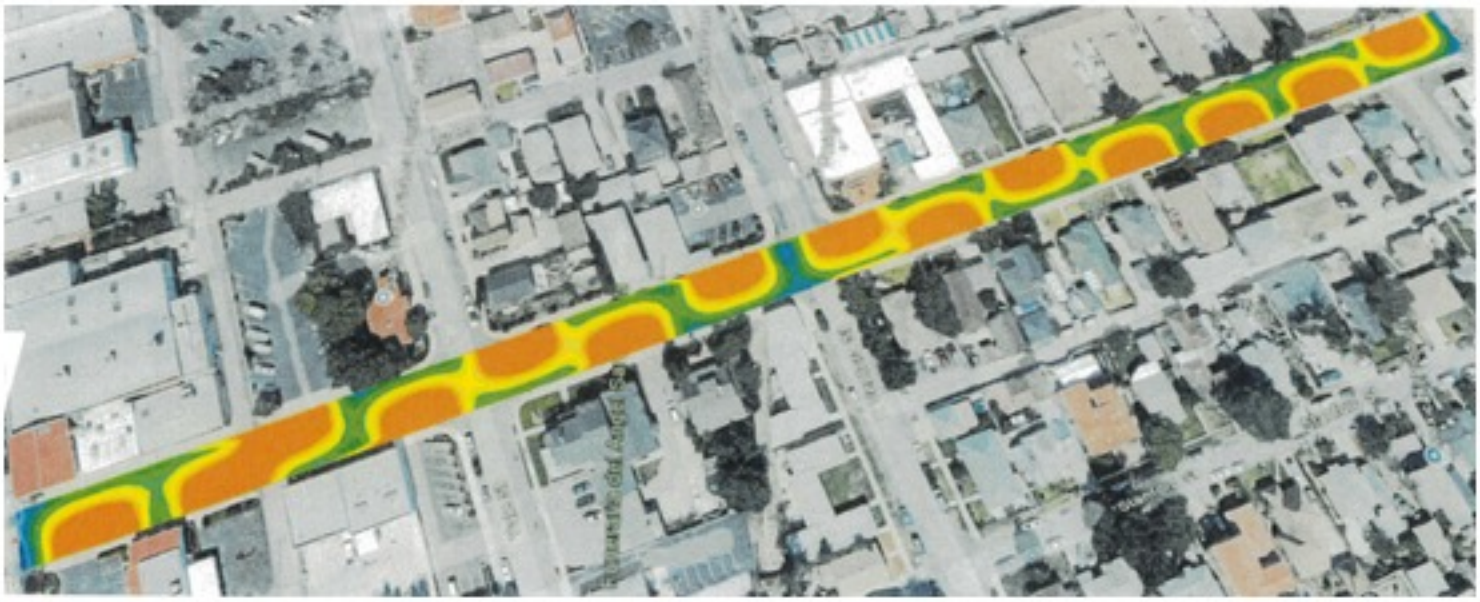
OPTIONS:

The Council has the following available alternative option to Staff's recommendation:

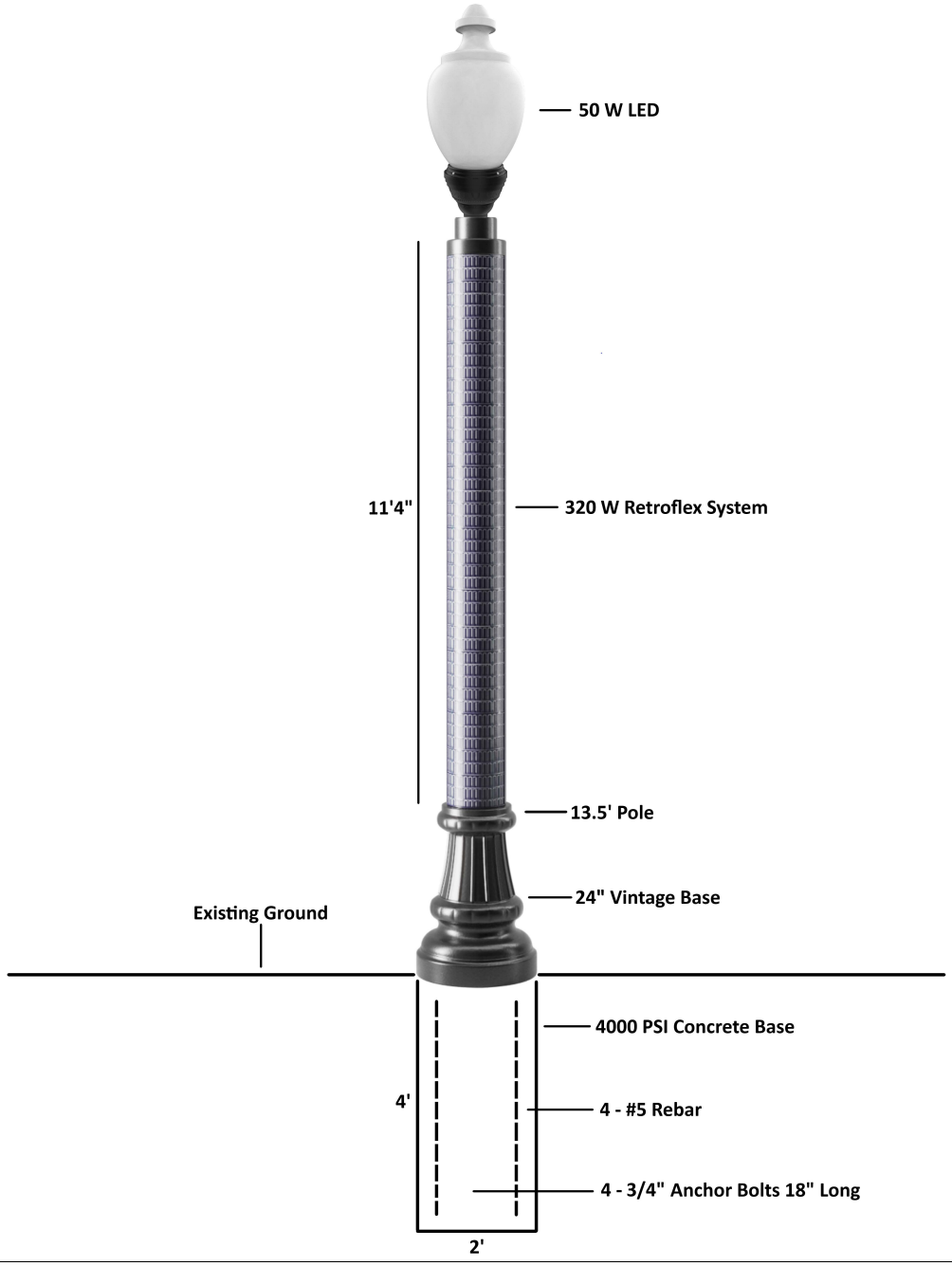
1. Direct staff to look for other options.

ATTACHMENTS:

8th St Light Coverage 052925.JPG
ClearWorld Product Specification-RS320-S 8th St Santa Paula.pdf
Solar Powered Light Product Specification.pdf
Soluxio_FAQ_US.pdf



RS320 RETROFLEX SYSTEM



COMPONENT SPECIFICATIONS RS3202475

SOLAR ARRAY	320W (11'4" IN LENGTH) WITH ADJUSTABLE ALUMINUM ARRAY
LIGHTING	50W TYPE 4 LED MODULE @ 162 LUMENS PER WATT, DIMMABLE
BATTERY	24V - 75AH LITHIUM ION 1.8KWH (12+ YEARS LIFE EXPECTANCY)
CONTROLLER	SMART MPPT SOLAR CHARGE CONTROLLER / REGULATOR
LIGHTING CONTROLS	BLUETOOTH MONITORING VIA APP
EPA(SQFT)	10.06

FOR MORE INFO, CONTACT LOCAL REP:
GBL INFRASTRUCTURE SOLUTIONS, INC.
JOHN PARLOG @ 925-390-8430
john.parlog@gblsolutionsinc.com

GREAT BASIN LIGHTING INC
MANUFACTURE REPRESENTATIVES & CONSULTANTS

PRODUCT SPECIFICATIONS

SPECIFICATIONS	SINGLE RESIDENTIAL UNITS			DOUBLE HEAD	SINGLE HEAD ROADWAY UNITS							DOUBLE HEAD ROADWAY UNITS		
MODEL #	RS240	RS260	RS320	RS400	RW240	RW260	RW320	RW400	RW540	RW620	RW700	RW480	RW520	RW780
RETROFLEX (WATTS)	240	260	320	400	240	260	320	400	540	620	700	240 X 2	260 X 2	780
BATTERY CAPACITY (AMP HOURS)	60	60	75	75	60	60	75	75	90	90	90	60 X 2	60 X 2	75 X 2
BATTERY PACK (12 + yr life expectency)	LITHIUM ION	LITHIUM ION	LITHIUM ION	LITHIUM ION	LITHIUM ION	LITHIUM ION	LITHIUM ION	LITHIUM ION	LITHIUM ION	LITHIUM ION	LITHIUM ION	2 LITHIUM ION	2 LITHIUM ION	2 LITHIUM ION
LED LIGHT (WATTS)	40	40	45	30 X 2	40	40	50	60	80	90	90	40 X 2	40 X 2	60 X 2
LUMENS PER WATT @ 162	6480	6480	7290	9720	6480	6480	8100	9720	12960	14580	14580	12960	12960	19440
DIMENSIONS (SOLAR ARRAY)	10.66" OD X 8'6"L	10.66" OD X 8'6"L	10.66" OD X 11'1"L	10.66" OD X 14'5"L	10.66" OD X 8'6"L	10.66" OD X 8'6"L	10.66" OD X 11'1"L	10.66" OD X 14'5"L	10.66" OD X 18'4"L	10.66" OD X 19'L	12.3" OD X 17'L	10.66" OD X 17'L	10.66" OD X 17'L	12.3" OD X 17'L
WEIGHT (LBS)	134	144	175	200	134	134	175	200	268	334	230	268	268	230
EPA (SQFT)	7.55	7.55	9.84	12.8	7.55	7.55	9.84	12.8	16.28	16.872	17.425	15.096	15.096	17.425
POLE SIZES	11" TO 14' (5" DIAMETER)		13'.5" AND UP	16' UP TO 26'	STANDARD IS 16' UP TO 26' (5" DIAMETER)				22' TO 26' (5" DIAMETER)			22' TO 26' (5" DIAMETER)		
CAP ARMS	LANTERN	LANTERN	LANTERN	LANTERN	1 STRAIGHT/TAPERED ARMS (4' TO 6')				1 STRAIGHT/TAPERED ARMS (4' TO 6')			2 STRAIGHT/TAPERED ARMS (4' TO 6')		
BASE	8",24"30"			8",24",30"	8",24",30"				8",24",30"			8",24",30"		
LIGHTING & CHARGE CONTROLLER	MPPT	MPPT	MPPT	MPPT	MPPT	MPPT	MPPT	MPPT	MPPT	MPPT	MPPT	MPPT	MPPT	MPPT

LUMINAIRE RESIDENTIAL LED HEAD OPTIONS



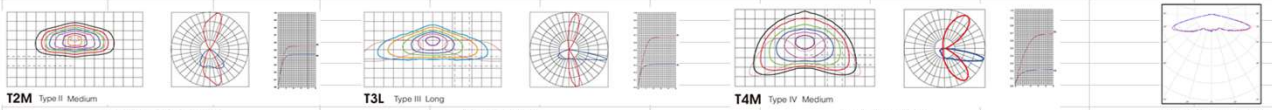
ACORN | ACORN W/HAT | ACORN WITH CAGE | ACORN WITH HAT & CAGE | ASTURIAS | BILBAO | LIGHT COLUMN | BRAZO | LANTERN | CONTEMPORARY | VINTAGE

LUMINAIRE ROADWAY / COMMERICAL LED HEAD OPTIONS



GOBO L | GOBO F | GOBO T | GOBO A | GAMA T | GAMA L

LUMINAIRE LIGHT OPTICS



PATHWAY/ TRAILS | ROADWAYS | PARKING LOTS | LANTERN HEADS

Soluxio®
Lighting

Soluxio Solar Pole

FAQ



Soluxio®
Lighting

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Soluxio Solar Pole

Frequently Asked Questions

Solar-powered lighting is no longer just a great solution for those prioritizing sustainability—it's now an ideal option for many other reasons. One of the most obvious is providing reliable lighting in areas without access to the power grid, such as remote and newly developed areas. Another is the growing concerns for rolling blackouts and power outages. By providing reliable, off-grid illumination this is no longer an issue. Beyond this, Soluxio Lighting delivers a range of impressive features and benefits that make it a clear and smart choice for modern lighting in any situation.

In this guide, we'll cover everything you need to know about the Soluxio Solar Pole, including its remote monitoring capabilities, quick 30-minute installation, warranty details, cost considerations, light fixture compatibility, features, algorithms and much more.

Choose Soluxio Lighting for innovative, reliable, and efficient solar solutions that set the standard in the industry.

1. What information do I need to start my Soluxio Solar Lighting project?

When planning a solar lighting project, it's important to gather key information to ensure the solution meets your specific needs. Location is a critical factor—assess the solar energy potential by evaluating the area's sun availability. Define the intended application, whether it's a parking lot, residential area, campus, pedestrian walkway, or another setting, as this will determine the required light levels. Operational requirements, such as dimming options, motion sensors, runtime hours, and desired performance, should also be considered. Additionally, the fixture mounting height plays an essential role, as it directly affects light distribution, power requirements, pole design, and wind load specifications.

Your local Soluxio Lighting expert is ready to assist you at every step of your solar lighting journey.

2. For which applications can I use Soluxio Solar Lighting?

Soluxio is ideal for a wide range of applications, such as pedestrian-scale lighting, like parks, jogging paths, bicycle lanes, pickleball and tennis courts, residential subdivisions, commercial centers, public recreation areas, university campuses, and locations with limited access to power.

In addition, the Soluxio system is perfectly suited for remote, industrial, or ecologically sensitive areas such as industrial zones, parking lots, harbors, military bases, and nature reserves.

3. What are the optimal site conditions for installing Soluxio Solar Lighting?

Soluxio Solar Lighting is highly adaptable and thrives in a variety of locations. The system's trenchless design eliminates the need for costly and disruptive grid interconnections, making it ideal for areas with limited infrastructure or challenging permitting processes. Additionally, the installation process minimizes soil disruption, reducing the risk of project delays or the need for soil remediation. Whether it's a remote, ecologically sensitive site or a developed urban area, Soluxio's flexibility ensures a smooth and efficient implementation, tailored to your specific project needs.

4. How can I customize the design of my Soluxio Solar Pole?

We offer a diverse range of customizable options to elevate the aesthetic appeal of your Soluxio Solar Pole. Personalize the design with various pole finishes, including anodizing or powder coating, with options such as a wood grain effect. You can also select the solar module color in either elegant black or clean white emphasizing it is a solar light.

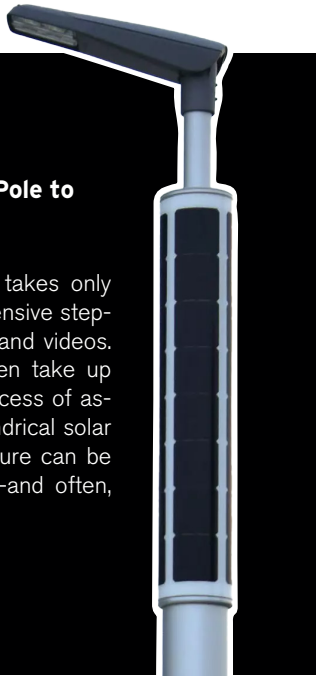
Further enhance the pole's look with ornamental clamshell bases for a refined touch and elegantly designed arms for single or double light fixtures. For added customization, consider functional additions like plant hangers or banner arms to further elevate the visual appeal. Soluxio's versatile design options complement both modern and classic styles, ensuring your lighting system enhances its surroundings while delivering cutting-edge solar performance.

5. Why should I choose solar lighting if the upfront cost is higher?

When considering the comprehensive costs associated with traditional lighting systems, Soluxio's Solar Lighting may not have a higher upfront expense. Traditional systems often require extensive labor for groundwork, including trenching, laying electrical cables, and commissioning to the grid by utilities, all of which can significantly increase initial costs. In contrast, Soluxio's off-grid design eliminates the need for such infrastructure, leading to substantial savings in installation and material expenses.

Additionally, Soluxio's low-maintenance design and remote monitoring capabilities further reduce operational costs.

These factors, combined with potential government incentives and subsidies for renewable energy, lead to a faster return on investment (ROI). Over time, you not only save money but also contribute to a more sustainable future, making solar lighting a smarter and more responsible choice.



6. How easy is Soluxio Solar Pole to install?

Installing the Soluxio Solar Pole takes only 30 minutes, thanks to a comprehensive step-by-step manual featuring photos and videos. Other solar lighting solutions often take up to 4 hours of installation! The process of assembling the mounting rings, cylindrical solar modules, cabling, battery, and fixture can be completed with just two people—and often, only one.

7. Does the Soluxio Solar Pole require manual configuration for installation?

The Soluxio system comes preconfigured with factory settings for the LED fixture and lighting scheme, eliminating the need for manual controller configuration. This makes Soluxio one of the simplest systems to operate on the market.

8. What is the Soluxio Solar Pole warranty?

Soluxio offers an extended 10-year warranty on all solar components, including the battery, cylindrical solar modules, and controller. Third party LED fixtures are covered under the manufacturer's warranty, typically lasting 5 years. The Soluxio marine-grade aluminum pole comes with a lifetime warranty.

9. Does Soluxio Solar Pole comply with the Build America, Buy America (BABA) Act?

The Build America, Buy America Act (BABA) mandates that the majority of component costs and manufacturing for federally funded projects must be U.S.-based. Soluxio Lighting offers a BABA compliant Solar pole option to ensure your project meets these standards while supporting the American economy.

10. How much does a Soluxio Solar Pole cost?

Warren Buffet famously said, "Price is what you pay; value is what you get." This sentiment perfectly applies to solar lighting, where no two projects are the same. Factors like solar irradiance, operational requirements, and design preferences make direct comparisons challenging. However, Soluxio stands out as the most comprehensive and advanced solution available worldwide. Our value proposition is one of a kind!

11. What makes the Soluxio Lithium Battery unique?

From the very first Soluxio installation, lithium batteries have been a core component. Initially, Lithium Iron Phosphate (LFP or LiFePO4) batteries were used due to their many advantages for solar lighting, such as high charge and discharge efficiencies, greater usable capacity (Depth of Discharge), excellent temperature tolerance, and long lifespan.

Over time, Soluxio transitioned to the more advanced Nickel Manganese Cobalt (NMC) lithium batteries. These offer additional benefits, including a wider operating temperature range and 50% higher energy density compared to LFP batteries. This makes them even more efficient and suitable for demanding applications.

12. Where is the battery placed?

The advanced nickel manganese cobalt (NMC) lithium battery is housed within the Soluxio Control Unit, a durable and compact unit that also includes the proprietary solar electronics and software. This unit is securely located inside the pole, behind the hand hole, at an ergonomic height. This design ensures easy access, making placement and maintenance both fast and convenient.

13. How does Soluxio enable remote monitoring?

The Soluxio Solar Pole is equipped with cellular 4G/LTE wireless connectivity. This enables remote installation assistance and remote monitoring, giving you access to critical system data through an API or an online dashboard. This completely eliminates the drawbacks of mesh networks and the challenges of pole-to-pole commissioning. Additionally, Soluxio integrates with TerraGo's smart city asset management platform.

14. How does the Soluxio Solar Pole calibrate after installation?

After installation, the Soluxio system enters a calibration mode, which in general is one week. During this period, it locates itself via GPS, calculates sunrise and sunset data, calculates expected solar generation, gathers historical weather data, and recharges the battery from the factory-shipped 40% State-Of-Charge to full capacity. Once these tasks are completed, which in general lasts one week, the system will transition to its normal operating sequence.

15. What are the benefits of the hybrid solar system?

Some public spaces and property protection areas demand light levels that must be consistently met on a daily basis. Our exclusive grid-tied hybrid solar light solves the problem. It doesn't feed power back to the grid, but uses 120-277 V grid power to fully charge the battery when needed. This ensures maximum light output regardless of the weather or solar conditions.



16. Can the Soluxio Solar Pole power more than lighting?

Soluxio is a fully standalone solar system designed for more than just lighting. It provides reliable DC power for a variety of smart city applications, including WiFi hotspots, emergency call buttons, gunshot detection monitors, 24/7 camera operation and much more.

17. Why doesn't Soluxio require a photocell for fixture operation?

The Soluxio Solar Pole uses a built-in GPS to determine its precise location, as well as the current date and time. This allows the system to automatically calculate daily sunrise and sunset times using astronomical models. By eliminating the need for a photocell —one of the most unreliable components in traditional systems— Soluxio enhances reliability and reduces maintenance requirements.

18. What light fixtures can I use with the Soluxio Solar Pole?

Unlike traditional flat panels mounted atop poles, Soluxio's cylindrical solar panels are mounted around the pole. This innovative design makes it possible to use almost any type of light fixture, including single or double fixtures.

By avoiding the traditional placement of solar panels at the top of the pole, Soluxio preserves valuable space, offering unmatched flexibility for diverse design needs while maintaining an aesthetically pleasing appearance.

The Soluxio LED driver is specifically designed to ensure compatibility with renowned manufacturers such as Spring City, King Luminaire, Landscape Forms, Cooper Lighting, Sternberg Lighting, Hubbell Lighting, and Acuity Brands, to name a few.

With just a few adjustments, the Soluxio Solar Pole can accommodate a wide range of fixtures.



19. What is the light fixture power potential?

The Soluxio system is designed to accommodate a wide range of light fixtures. With a maximum power of 80 watts, the system can support most fixtures and lighting applications.

20. What is special about the Soluxio LED driver?

The Soluxio LED driver is a highly efficient DC-DC LED driver designed specifically for solar applications. Unlike conventional AC-DC drivers that convert Alternating Current (AC) to Direct Current (DC), the Soluxio driver operates directly from the DC battery, eliminating energy losses associated with converting power to AC. This direct DC-to-DC operation ensures significantly higher efficiency. Additionally, the Soluxio LED driver is engineered to accommodate a wide range of voltages, currents, wattages, and dimming levels. This versatility makes it the ideal choice for use with both Soluxio LED fixtures and third-party LED fixtures.

21. Does Soluxio provide lighting during blackouts and power outages?

Soluxio runs entirely on solar power, turning sunlight into electricity with high efficiency. By storing this energy in high-capacity dense lithium batteries, Soluxio operates entirely off-grid, unless the hybrid option is selected. This makes Soluxio ideal for areas susceptible to natural disasters, such as hurricanes or flooding, where infrastructure damage is common. Even during power outages or rolling blackouts Soluxio continues to provide reliable, uninterrupted lighting. This resilience ensures guaranteed safety and security, making Soluxio the premier choice for those seeking reliable, autonomous lighting solutions in any circumstance.

22. How does Soluxio ensure lighting during winter?

Even on the darkest winter days or during extended cloudy periods, the Soluxio Solar Light Pole remains operational. With the ability to provide illumination for up to 30 days without a single ray of sunlight, it offers the longest autonomy available in the solar lighting market today. This remarkable performance is achieved through advanced, proprietary solar technology and control algorithms. Integrated machine learning algorithms analyze seasonal and historical weather data to optimize Soluxio's energy consumption. Additionally, HelioSync™ algorithmic dimming is applied to ensure consistent, reliable lighting and extended battery life.

23. What is the NatureGuard™ Technology?

NatureGuard™ Technology offers an innovative amber lighting option designed to minimize disruption to nocturnal wildlife while maintaining high LED efficacy. By emitting light at wavelengths that align with natural behaviors, it provides a warm, amber glow with a color temperature near 1850 Kelvin and less than 2% blue light. With an impressive efficacy of up to 157 lm/W, it combines eco-friendliness with exceptional performance. This technology is available for all Soluxio Light Fixtures, making it a perfect choice for nature reserves, parks, beaches, and other sensitive environments, where it safeguards ecosystems while delivering efficient and effective illumination.

24. How do cylindrical solar panels compare to flat panels?

Cylindrical solar panels, like those on Soluxio poles, outperform traditional flat panels in durability, efficiency, and maintenance. Their vertical design captures sunlight from multiple angles, maximizing power generation even during winter or low-sunlight conditions. Made with borosilicate, scratch-resistant glass, they resist dirt and require no cleaning.

Additionally, their streamlined shape improves wind resistance and EPA performance. Plus, they offer a sleek, modern look for versatile design applications.

25. What is the power output of the cylindrical solar modules?

Soluxio's cylindrical solar modules deliver a peak power output of 110 Watts (Wp) and achieve an average daily energy production of 220 Watt-hours (Wh), thanks to their >24% efficiency and 4 channel power point tracker.

The height of the pole is the main limiting factor for the number of solar modules which can be used. Typically, 1 to 4 modules are used per pole, depending on its height and intended application.

26. Are the Soluxio Solar Panels made from thin-film solar cells?

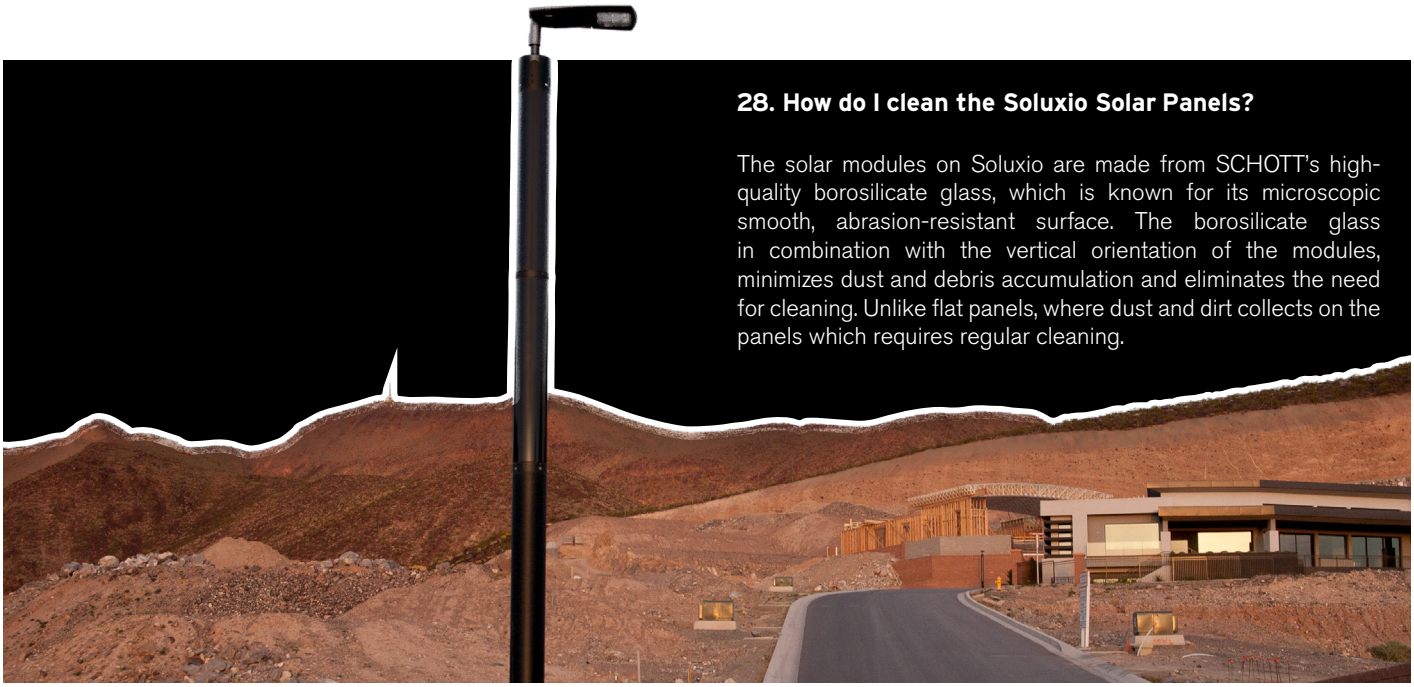
No, Soluxio Solar Panels are built with high-efficiency mono-crystalline silicon solar cells (>24%), integrated into cylindrical panels using proprietary technology. Silicon solar panels are renowned for their durability in extreme weather, long lifespans, and reliable performance in high-temperature environments, making them ideal for solar lighting applications.

In contrast, thin-film solar panels typically have lower efficiency (around 10–14%), limited power output for solar poles, and shorter lifespans. Additionally, their vulnerability to being cut or punctured increases the risk of moisture ingress, which can compromise performance and durability. Thin-film panels also degrade faster under high temperatures, which happens often at sunny locations. These disadvantages are effectively avoided with the Soluxio Solar Panel solution.

27. Are the Soluxio Solar Panels made of glass or plastic?

The Soluxio Solar Panels are made with a borosilicate glass front sheet. Borosilicate glass offers exceptional resistance to environmental factors such as UV radiation, temperature fluctuations, and extreme weather conditions (e.g., hailstorms, snow, and heavy rainfall). It also maintains its strength and optical properties (light transmission) over time and across a wide temperature range, ensuring maximum solar energy capture throughout its lifespan. Moreover, borosilicate glass provides an excellent barrier against moisture and oxygen, protecting the solar cells from long-term degradation. Additionally, borosilicate glass is more eco-friendly and easier to recycle at the end of the solar panel's life compared to plastic alternatives.

This combination of features ensures a long operational lifespan (20–30+ years), minimal performance loss, and superior durability—advantages that plastic materials used in thin-film solar panels cannot match.



28. How do I clean the Soluxio Solar Panels?

The solar modules on Soluxio are made from SCHOTT's high-quality borosilicate glass, which is known for its microscopic smooth, abrasion-resistant surface. The borosilicate glass in combination with the vertical orientation of the modules, minimizes dust and debris accumulation and eliminates the need for cleaning. Unlike flat panels, where dust and dirt collects on the panels which requires regular cleaning.



Choosing Soluxio Lighting means investing in a future-proof, efficient, and reliable lighting solution that stands head and shoulders above the competition. Our commitment to innovation, quality, and sustainability ensures that Soluxio Lighting not only meets but exceeds the expectations of our clients. Explore the unparalleled benefits of Soluxio Lighting and see how our advanced technology can illuminate your world while delivering exceptional value.

If you have any more questions, please feel free to reach out to us! We're here to help make your project a success.

Visit us at www.soluxio.lighting to learn more about our products and how they can transform your public spaces into brilliantly lit, energy-efficient environments.

www.soluxio.lighting
sales@soluxio.lighting
+1 727 273 7278



Soluxio Solar System Lifespan Details

Aluminum Pole:	**Lifetime**
LED Driver:	**> 10 years**
Solar Controller:	**> 10 years**
NMC Battery:	**> 10 years**
LED Light Fixture:	**> 15 years**
Solar Panels:	**> 25 years**

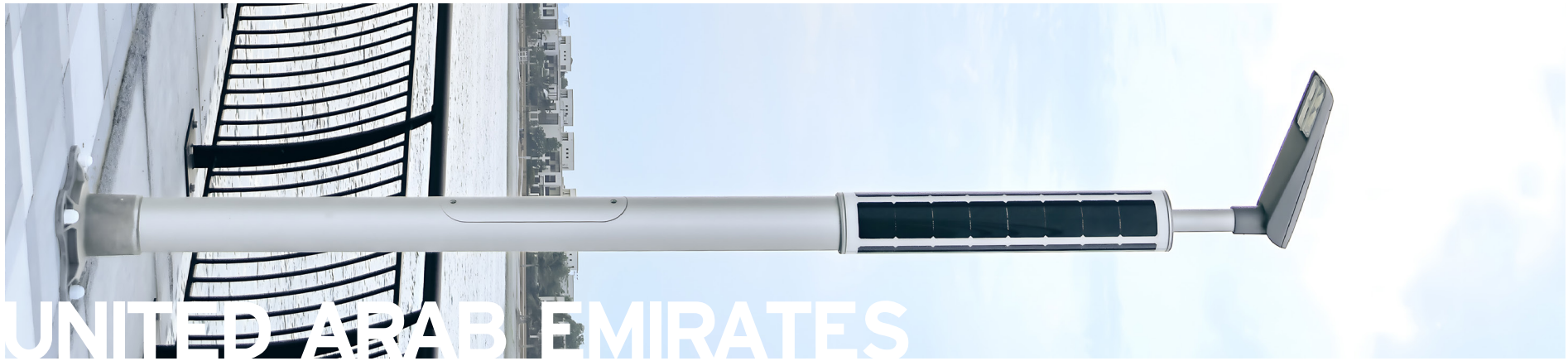
Soluxio, light-years ahead in solar technology!



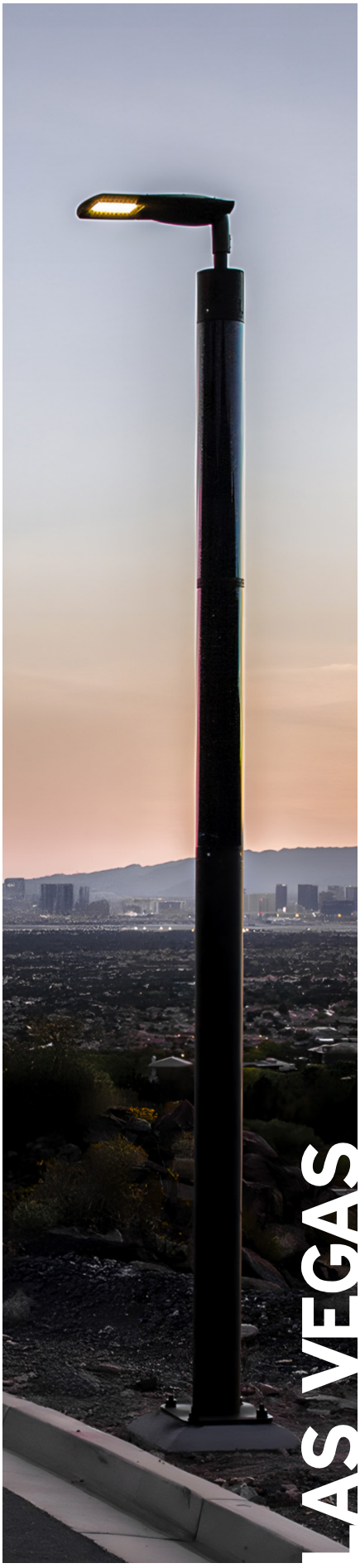
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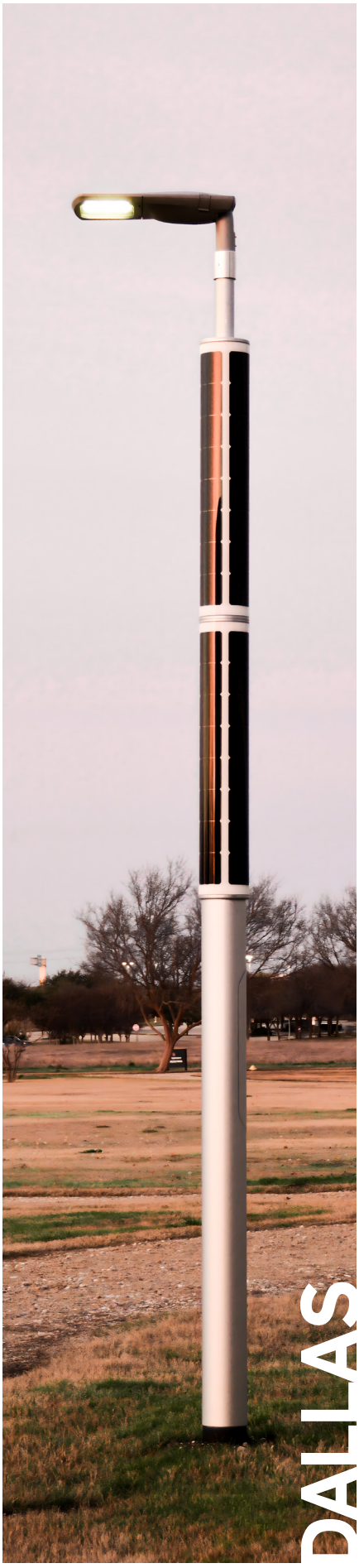


CAYMAN ISLANDS



UNITED ARAB EMIRATES





1. Leiden, the Netherlands:

These solar lights, featuring NatureGuard™ technology, are installed along a canal near the city. Their amber glow was chosen to protect local bat breeding habitats.

2. Boston, Massachusetts, USA:

When additional lighting was needed for a recently completed sidewalk, these decorative solar poles provided an elegant solution, leaving the customer highly satisfied with the outcome.

3. Miami, Florida, USA:

Installed near a school, these poles enhance visibility and safety at vital intersections, ensuring safer routes for the entire community.

4. Cayman Islands, Caribbean:

Equipped with NatureGuard™ technology, these turtle-friendly poles provide both lighting and WiFi at the harbor, delivering essential services with environmental consideration.

5. United Arab Emirates:

These poles in the United Arab Emirates illuminate the entrance and boulevard of Mina Al Arab, two stunning man-made islands with lush landscapes and luxury villas.

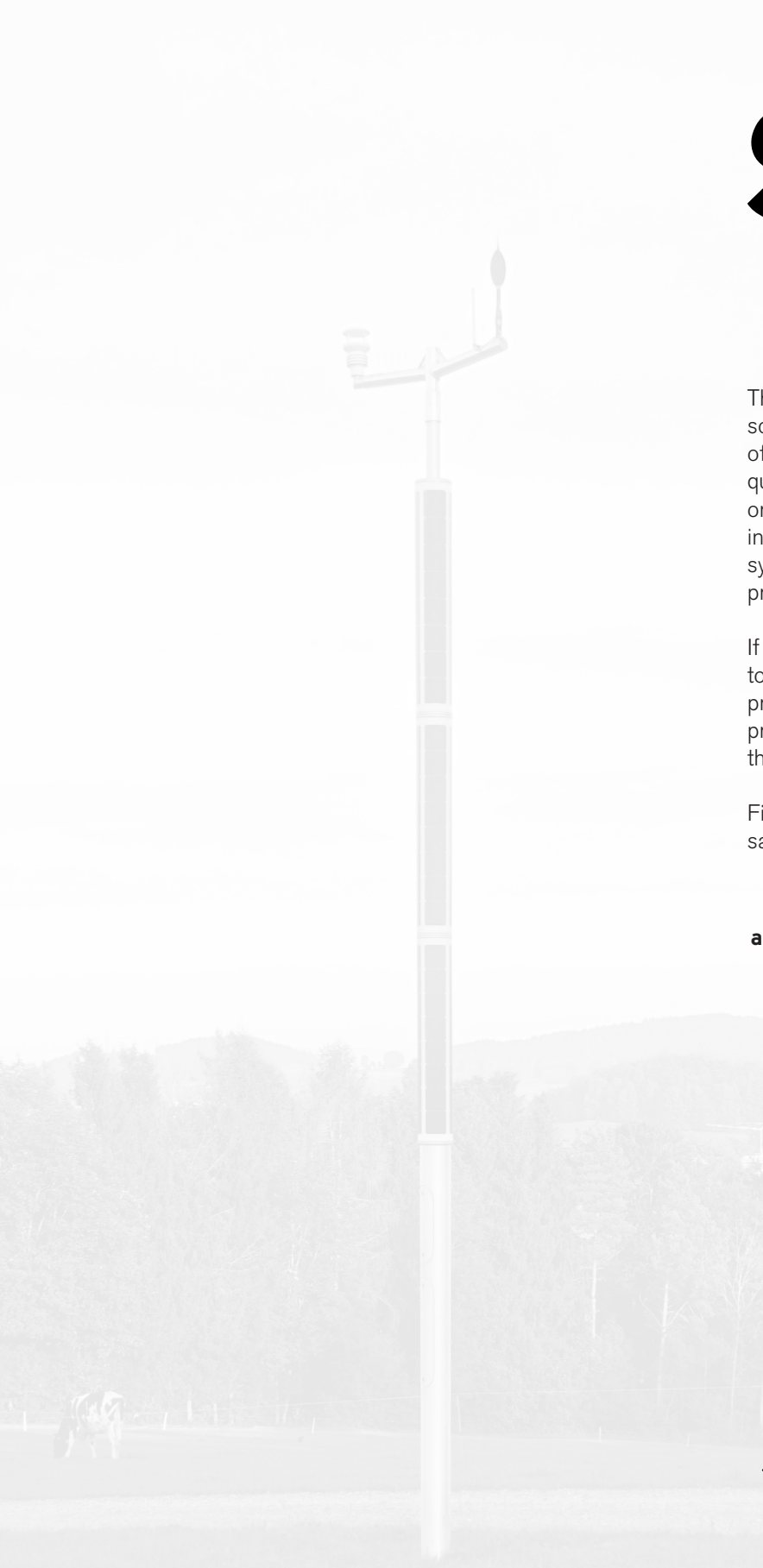
6. Las Vegas, Nevada, USA:

Overlooking the iconic Las Vegas Strip, this solar installation seamlessly powers a gated community, supporting multiple project phases with reliable, autonomous energy.

7. Dallas, Texas, USA:

Lighting up Fujitsu's campus, these solar poles feature integrated cameras, enhancing site security while fully merging with the client's digital platform.

Soluxio®
Lighting



Thank you for considering our premium lighting solutions. Our products stand out as the epitome of excellence in the market, offering unmatched quality and affordability through their rapid return on investment (ROI). With the most straightforward installation and management process, our lighting systems bring unparalleled ease and reliability to your projects, ensuring minimal risk and maximum efficiency.

If you have any more questions, please do not hesitate to reach out to us! We're excited to assist you with your project and ensure its success. Your satisfaction is our priority, and we are here to support you every step of the way.

Fill out the order form and return it to us via email at sales@soluxio.lighting or call us at +1 727 273 7278.

We look forward to partnering with you and applying our cutting-edge technology to illuminate your spaces.

Premium Quality
Cutting-Edge Technology

Superior Efficiency
Instant ROI & Low TCO

Quick & Easy Installation
Minimal Maintenance

Elevated Aesthetic Appeal
Flexible Fixture Compatibility



Soluxio® Lighting

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Soluxio Lighting , 2025. Soluxio Specification Sheet, Rev. 2.0. Subject to product changes, misprints and printing errors.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: DRAFT CITY COUNCIL 2-YEAR STRATEGIC PLAN FOR 2025-2027

Date: June 4, 2025

Agenda Item: 11.E

RECOMMENDATION:

Staff recommends City Council:

1. Receive any public comments and provide staff feedback and direction as it relates to the final draft of Council's 2025-2027 Strategic Plan (Exhibit A).

Presented by: Jonathan Royas, Deputy City Manager

BACKGROUND:

In January 2025, the City re-engaged Mulholland Consulting Group (MCG), led by Dr. Santor Nishizaki, to update Santa Paula's Strategic Plan ("Plan") for 2025–2027. Building on the 2023–2025 Plan, the process aimed to align the City's goals with current community needs and Council priorities.

The planning process included interviews with City Council and executive staff, a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis of the previous Plan, and collaborative prioritization of updated goals. Staff and Council also reviewed the City's Vision, Mission, and Core Values, and participated in a StrengthsFinder team-building session.

To ensure robust public input, the City conducted five bilingual community workshops, launched an online survey (receiving over total 1,400 responses), and held three business roundtable sessions with over 100 participants.

Strategic Planning workshops were held on March 31 and April 1, 2025, where Council and staff refined objectives, tasks, and resource needs for the updated Plan.

On May 7, 2025, staff provided the Council with a draft of the Plan and did a page turn of the proposed categories and objectives, recommending final changes prior to adoption.

Staff now returns with the final draft of the Plan, which upon Council approval, will be formatted into a graphically designed, resident-facing document.

ANALYSIS:

Draft 2025–2027 Strategic Plan

The attached draft Plan includes the following components:

- **Vision Statement** - The City of Santa Paula is committed to providing quality services and building a strong, inclusive economy that supports all residents, families, and businesses. We work together to create a vibrant, welcoming community for everyone.

- **Mission Statement** - The City of Santa Paula is committed to providing and continually creating a safe, sustainable, and innovative place to live, work and thrive.

- **What does a thriving Santa Paula look like to you in two years?**

    - ECONOMIC PROSPERITY
    - IMPROVED COMMUNITY SERVICES
    - COMMUNITY ENGAGEMENT

- **Core Values**
    - **FORWARD THINKING** – We embrace innovation and smart risk-taking to improve services, empower creativity, and drive meaningful progress.

    - **COLLABORATION/TEAMWORK** - We are active and connected individuals and teams working together to advance our goals and achieve success.

    - **BELONGING & COMMUNITY** - We are an organization that embraces the range of human differences and points of view.

    - **ACCOUNTABILITY** - We value the ability of our staff and organization to honor our commitments to our community and each other, while upholding fairness and transparency in all that we do.

    - **INTEGRITY** - We are consistently open, honest, ethical and genuine.

    - **COMMUNICATION** - We value open, transparent dialogue, and fostering an environment where ideas, concerns, and feedback are freely exchanged with residents and organizations.

    - **RESILIENCE** – We prioritize safety and preparedness to ensure Santa Paula can withstand and recover from emergencies and disasters.

    - **ADVOCACY** – We build strong relationships with our residents and actively champion their needs to ensure local, state, and federal policies support quality services and a thriving community.

- **Six Strategic Categorical Areas:**
    - **A. Infrastructure, Transportation & Mobility**
        - Goal: Maintain and accelerate the City's infrastructure to be safe, sustainable, resilient, and cost-efficient.

    - **B. Economic Development**

        - Goal: Strengthen Santa Paula's economy through business attraction, retention, expansion, job creation, revenue growth, and cultivating a thriving business environment.

    - **C. Public Safety & Emergency Preparedness**
        - Goal: Provide and maintain a thriving and resilient City that ensures safety, opportunity, and a vibrant quality of life.

    - **D. Healthy, Connected & Thriving Community**
        - Goal: Create a thriving and inclusive Santa Paula by delivering sustainable programs, promoting health and safety, and fostering meaningful connections among residents, businesses, and regional partners.

    - **E. Arts, Culture, and Entertainment**
        - Goal: Become a regional leader of arts, culture, and entertainment that celebrates our unique history and community.

    - **F. Operational Excellence**
        - Goal: Provide excellent service to the community in a cost-effective manner with an engaged workforce with a focus on continuous improvement and outstanding customer service.

The draft contains 49 strategic objectives. Many objectives intersect across multiple categories, highlighting the importance of cross-departmental coordination and collaboration. Where applicable, objectives connected to the City's General Plan or Housing Element are denoted with an asterisk (*) and include references to the relevant planning documents. These ensure alignment with state and local requirements, especially for goals that require action in the near term.

Budget Impacts

Each objective identified in the draft Strategic Plan includes a budget impact description, where applicable. These impacts are categorized as:

- Monetary Costs: Estimated financial resources required to carry out specific objectives, including goods, services, contractor fees, and materials.

- Staff Time: Estimated staff capacity and hours needed to implement objectives that may not have direct financial costs but still require significant staff involvement.

Following the workshops, staff conducted a thorough internal review to estimate the anticipated costs and staffing needs for each objective over the upcoming two-year period. It is important to note that the figures provided in Exhibit A are estimates, subject to change, and do not imply that those items are or will be budgeted for FY25-27 at the figures provided.

It should be noted that at this time, at Council's request, objectives are listed in order of those items which are funded or anticipated to be budgeted for in FY25-27 (highlighted in green), followed by those items which are unfunded/not budgeted for in FY25-27, allowing the Council to provide additional direction.

Next Steps

This evening, staff is requesting Council review and provide direction on the final draft Strategic Plan, including:

- Review of the Mission, Vision and Core Values
- Feedback on estimated budget impacts (funded/unfunded)
- Guidance on refinements prior to final adoption

Following Council feedback, staff will return with a finalized version of the Strategic Plan, which will include a resolution for formal adoption by the City Council.

STRATEGIC PLAN:

The City Council's Strategic Plan serves as a guiding framework that aligns the City's goals, resources, and actions with community priorities. It ensures transparent, goal-oriented decision-making while promoting accountability and progress across all departments.

FISCAL IMPACTS:

There are no direct costs associated with the adoption of the Strategic Plan. Specific objectives contained within the plan may have direct fiscal impacts, which will either need to be incorporated into the FY 2025-27 budget, or approved by Council once a budget has been developed and a project is ready for Council's authorization.

PERSONNEL IMPACTS:

It is important to understand that the vast majority of time spent by City staff is dedicated to mandated, routine and/or responsive tasks. Especially in Santa Paula where staff ratios are extremely burdened and there is limited ability to pursue new initiatives, the capacity to complete the objectives contained in the Strategic Goals may be constrained.

OPTIONS:

City Council has the following options available:

1. Accept the 2025-2027 Strategic Plan as written and direct staff to return with an adopting resolution;

2. Direct staff to make additional revisions to the proposed 2025-2027 Strategic Plan based on City Council's feedback and return with a final version and adopting resolution;

3. Conduct additional Study Sessions to further discuss the proposed 2025-2027 Strategic Plan; or

4. Reject an update to the 2025-2027 Strategic Plan altogether.

ATTACHMENTS:

Exhibit A - Draft Strategic Plan 2025-2027.pdf

EXHIBIT A - DRAFT 2-YEAR CITY COUNCIL STRATEGIC PLAN 2025-2027

Category	#	Dept. 1	Dept. 2	Dept. 3	Objective	Budget/Staff Impact	Tasks & Metrics
A. Infrastructure, Transportation & Mobility							
A	1	PW			**Streets, Sidewalks, & Storm Drains** – Accelerate the City's funding and investments to improve infrastructure.	Y1 - $3,650,000 Y2 - $3,650,000 + Staff	1. Staff will provide 5-Year Pavement Management Plan updates to Council on an annual basis. 2. Review Pavement Condition Index (PCI) changes year-over-year. 3. Explore a sidewalk conditions index/dashboard. 4. Explore efficiency methods and techniques which will extend the life of our roads. 5. Conduct a storm drain assessment. 6. Secure equipment to bring more sidewalk repair in-house.
A	2	PW	P&R		**Green Initiatives** - Explore funding opportunities and partnerships to implement Energy Efficiency projects, solar, and electric vehicle (EV) technologies.	Y1 - $1,000,000 + Staff	1. Complete street lighting project on 8th street (Phase I). 2. Apply for grant funding opportunities, provide matching City funding, and explore private/public partnerships to help fund and implement. 4. Explore and present findings related to solar options to Council. 5. Continue to seek EV funding and implementation options.
A	3	CED	PW	P&R	***Downtown Parking Lot Experience** - Improve and maintain lighting, safety measures, and parking lots within the downtown keeping in mind historical aesthetics. (GP EDD 4.c.)	Y1 - Partial Funding (Resurface/Restripe) Y2 - Partial Funding (Resurface/Restripe) + Staff	1. Number of lights identified, procured, and installed. 2. Re-pave and stripe public parking lots. 3. Explore use of shared use agreements for private lots.
A	4	PW	P&R		**Bike Master Plan** - Create a Class I and II Bike Trail Master Plan and work towards expansion of our existing trails.	Y1 - $25,000 Y2 - $25,000 + Staff	1. Provide milestone updates on progress related to master plan. 2. Total number of miles of Class I/II bike lanes created. 3. Explore opportunity to use Safe Streets for All (SS4A) funding to assist with these efforts.

A	5	CED	PW		**Rail Corridor Beautification & Improvements** - Work with partners to make improvements to the existing rail corridor.	Y1 - $500,000 + Pot. TDA/CMAQ Grant Funds + Staff	1. Priority focus on area east of 10th St. 2. Collaborate with Ventura County Transportation Commission (VCTC), Sierra Northern, and Sunburst Railcars.
A	6	CED	P&R	PW	**Bike Trail Beautification & Improvements -** Work with partners to beautify and make improvements to the existing and future bike trail pathways.	Y1&Y2 - TDA/CMAQ/$1 M State Grant Funds + Staff	1. Coordinate with Public Works, Parks & Recreation, and Planning to identify and prioritize improvement projects (e.g., landscaping, benches, lighting, wayfinding signs). 2. Work with the Police Department and Code Enforcement to increase patrol visibility, address illegal dumping, graffiti, and encampments along the trail. 3. Apply for relevant state/federal grants.
A	7	P&R			**Public Restrooms** - Pursue upgrades to City public restrooms.	Y1 - $8,500 Y2 - $8,500 + Staff	1. Create a priority list of restrooms to rehabilitate. 2. Implement improvements as funding permits.
A	8	CED	PW		**Mobility** - Engage with Ventura County Transportation Commission (VCTC) re: Short Range Transit Plan to improve mobility options for residents.	Y1 - $26,000 Y2 - $26,000 + Staff	1. Engage in meetings and further discussions with VCTC. 2. Have VCTC come to a City Council meeting and provide a presentation on the plan.

B. Economic Development							
B	1	CED	Finance	Admin	**Revenue Opportunities** - Actively pursue opportunities to increase the City's revenue base.	Staff	1. Develop a plan to diversify and enhance various types of sales tax related revenues. 2. Evaluate options to diversify city's revenue base. 3. Research, develop and implement a short term rental (STR) ordinance.
B	2	CED	Admin		**Regional Employment** - Growth and attraction of regional employment hubs.	Staff	1. Advocate and collaborate with Ventura County on Medical Center/Hospital. 2. Advocate and collaborate with Ventura College District on East Campus Expansion. 3. Promote and collaborate with developers related to SP West Business Park and East Area 2. 4. Promote and collaborate with developers related to Lemonwood Industrial Area. 5. Produce marketing materials specific to diverse job creation in Santa Paula as an employment hub.
B	3	CED	PW	P&R	**Downtown Enhancements** - Develop guidelines which address architecture, landscaping, streets, and hardscape elements in partnership with the Property Business Improvement District (PBID).	Staff	1. Work with PBID to develop a list of downtown Property Business Improvement District (PBID) goals. 2. Explore expansion of the downtown PBID. 3. Identification of pavement, lighting, and parking needs, and opportunities.
B	4	CED	Admin		**Marketing** - Work with partners to invest in the marketing of Santa Paula collectively to promote Santa Paula to increase economic vitality.	Y1 - $20,000 Y2 - $20,000 + Staff	1. Form a marketing coalition with key partners (e.g., Chamber of Commerce, Heritage Valley Tourism Bureau, PBID, local businesses, arts/culture groups). 2. Coordinate seasonal or themed campaigns to support local events, downtown promotions, and tourism (e.g., Citrus Festival, murals, agritourism). 3. Track performance data and adjust strategy based on reach, engagement, and economic impact.

B	5	CED	Financ e		**Permitting** - Streamline application and permitting processes.	Y1 - $60,000 Y2 - $20,000 + Staff	1. Review and prioritize Citygate recommendations for potential implementation. 2. Implementation of software system to reduce cycle time for application and permitting processes. 3. Evaluate, adopt, implement an online permitting system for
B	6	CED	PW		**Navigational Signage** - Attract "pass-through" traffic by improving and implementing new wayfinding or "gateway" signage throughout the City and SR126 to promote business and tourist opportunities.	Y1 - $200,000 Y2 - $200,000 + Staff	1. Identify critical locations for wayfinding signage to be installed. 2. Fund wayfinding signage and installation. 3. Explore opportunities to place monument signage off the 126 and at key entry ways into Santa Paula. 4. Review existing highway SR-126 signage for opportunities to highlight "Santa Paula."
B	7	CED	Admin		**Business Attraction** - Identify and attract businesses that create jobs, increase revenues, and provide services that meet consumer needs.	Y1 - $10,000 Y2 - $10,000 + Staff	1. Establish a quick response Welcome Team to engage, strategize, and streamline processes for potential businesses looking to come to Santa Paula. 2. Create Welcome Toolkit and assemble materials to better demonstrate the City and regions marketability. 3. Develop partnerships and advocate for better efficiencies with County Environmental Health to reduce permitting time. 4. Identify retail deficits and conduct outreach to representatives of potential operators. 5. Utilize data analytics capture software for informed decision making. 6. Number of jobs created or businesses opened.
B	8	CED	Admin		**Reduce Retail Vacancy within Commercial Corridors** - Implement options for addressing empty storefronts.	Y1 - Unknown Y2 - Unknown + Staff	1. Adopt strategies related to property owner outreach, education, and enforcement. 2. Potentially modify muni-code to require active uses on main floor CBD properties. 3. Number of reduced empty storefronts Year over Year in the Downtown and Harvard Blvd. 4. Work with business property owners to improve/activate vacant storefront windows (i.e. temporary window displays).

B	9	CED	Admin		**Economic Development Staff** - Explore the creation of a position dedicated to Economic Development and Vitality goals.	Y1 - $120,000 Y2 - $120,000 + Staff	1. Focus on filling existing department vacancies. 2. Establish and identify a need and objectives for this position. 3. Consider adding an economic development specialist position as recommended by Citygate study.

C. Public Safety & Emergency Preparedness							
C	1	PD			**Cameras** - Pursue funding opportunities to expand safety cameras to cover critical infrastructure & public spaces.	Y1 - ARPA + $50,000 unfunded Y2 - $50,000 unfunded + Staff	1. Number of cameras installed. 2. Provide updates to Council on value of cameras.
C	2				**Tactical Response** - Develop and fund a tactical response program within the department.	Y1 - $4,000 Y2 - $4,000 + Staff	1. Establish a tactical response team. 2. Establish a tactical negotiations team. 3. Provide mandated tactical training to maintain
C	3	P&R			**SPPD Facility Upgrades** - Pursue funding to complete facility upgrades for Phase II.	Y1 - $60,000 Y2 - $1,400,000 + Staff	1. Identify funding and initiate construction for Phase II. 2. Report quarterly on the progression of the project.
C	4	PD			**SPPD Community Engagement** - Develop methods and programs to connect our police with the community, local nonprofits and businesses.	Staff	1. Creation of a Community Academy. 2. Seek to host one SPPD Community Academy course in English/Spanish. 3. Creation of a Police Chief's Advisory Board and number of meetings held. 4. Increase # of Citizen Patrol volunteers. 5. Increase # of Reserve Officers.
C	5	PD			***Emergency Plan** - Create an Emergency Preparedness, Response and Recovery Plan. (GP)	Staff	1. Update the Emergency Operations Plan Manual. 2. Update General Plan to include safety element. 3. Establish SOP for each City department. 4. Perform a table top exercise and a live scenario exercise. 5. Annually conduct CERT program training for Santa Paula residents.
C	6	PD			**Emergency Communications** - Create community engagement strategies to educate residents prior to and during an emergency.	Staff	1. Develop and implement a plan to educate and inform residents regarding evacuation preparations and preparedness.

C	7	PD			**Emergency Response** - Seek funds and grant opportunities to upgrade our dispatch and emergency response systems.	Staff	1. Strategize implementation through specific grants and Cal OES funding. 2. Ensure Mark 43 RMS/CAD Technology compatibility with upgraded dispatch equipment.
C	8	PD			**Extreme Weather Mitigation** - Develop and explore ways to make the City and the residents more resilient to the impacts of extreme weather.	Staff	1. Partner with SCAG to develop best practices. 2. Partner with VC Fire Safe Council to assist in educating residents on home-hardening / mitigation.

D. Healthy, Connected & Thriving Community							
D	1	Admin			**Service Technology Enhancements -** Improve connectivity between residents and public services.	Y1 - $20,000 Y2 - $20,000 + Staff	1. Research options, software solutions and budget requirements to address communications needs with residents and business owners. 2. Explore technology applications which track and address resident concerns. 3. Explore AI search engine enhancements for website.
D	2	P&R			**Youth Facilities** - Explore expansion of youth facilities and resources at Las Piedras Park.	Y1 - $3,000 Y2 - N/A + Staff	1. Working with an architect to provide a building design and estimated associated construction costs. 2. Conduct community outreach events to obtain feedback from multiple stakeholders. 3. Present a phased plan, which identifies potential funding options, to both Council and the community.
D	3	Admin			**Smoking** - Explore updating City's "No Smoking" Ordinance.	Staff	1. Research options and policies related to "No Smoking" ordinances. 2. Present findings to Council.
D	4	Admin	CED		**Climate Action Plan** - Work with Ventura County to develop a plan.	Y1 - Unknown Y2 - Unknown + Staff	1. Provide updates to Council. 2. Utilize the County work to establish local metrics for the City to achieve.
D	5	P&R			**Fagan Barranca Park Master Plan** - Pursue funding and build partnerships to implement Master Restoration Plan.	Y1 - $30,000 Y2 - $300,000 CIP + Staff	1. Present draft master plan to City Council. 2. Identify funding to implement Master Plan. 3. Engage resident volunteer efforts around a community build plan.
D	6	CED			**Code Enforcement** - Develop administrative hearing ordinance and public code education programs.	Y1 - $2,000 Y2 - $2,000 + Staff	1. Develop educational materials and compliance requirements through print and digital media. 2. Present processes for initiating a local code hearing officer to Council. 3. Number of educational events held. 4. Percent of tickets/fines adjudicated. 5. Percent of ticket/fines Year over Year.

D	7	Finance	Admin		**Water/Sewer Bill Assistance** - Explore options for low-to-moderate or fixed income residents with programs to assist with water/sewer bills.	Staff	1. Based on Council feedback in April 2025, conduct additional research and return to Council with more details.
D	8	P&R			**Senior Master Plan** - Identify goals based on feedback from Senior Master Plan.	Staff	1. Present draft Master Plan to Council. 2. Work with the Senior Advisory Committee and staff to identify actions to be taken in the next two years.
D	9	P&R			**SPUSD Partnerships** - Work with Santa Paula Unified School District to create a joint use agreement for school and city facilities.	Staff	1. Meet with district to resume the process. 2. Provide updates to the District and Council via 2x2 Committee. 3. Bring draft MOU to Council.
D	10	P&R			**Pickle Ball Courts** - Explore options for community recreational pickle ball courts.	Staff	1. Research viability, associated costs and possible locations for potential activities. 2. Present findings to Council.
D	11	CED			**Housing** - Advocate and seek resources for the implementation of the Housing Element 2029 Housing Action Plan.	Staff	1. Meet or exceed Regional Housing Needs Assessment (RHNA) numbers. 2. Seek funding sources. 3. Utilize the Housing Element as a blueprint to address housing needs of the community.
D	12	CED			**Unhoused** - Address and support the needs of the unhoused including behavioral support.	Staff	1. Seek State funding, including Prop 1, to support local efforts. 2. Continue to work with regional partners to support the needs of the unhoused in the Santa Clara River Valley. 3. Review annual Point-in-Time count to determine if needs are being met. 4. Explore temporary and transitional housing options.

D	13	CED			**Rent Stabilization** - Study rent stabilization options relative to current state laws.	Staff	1. Conduct a study session with Council. 2. Explore funding and processes towards creation of a landlord registry. 3. Review current rent rolls. 4. Share communications/information for owners and renters to know their rights and responsibilities.
D	14	Admin			**Broadband -** Support broadband and other forms of broadband infrastructure connectivity options for the community.	Staff	1. Maintain collaborative partnerships with the County, Ventura Council of Governments (VCOG), and EDC.
D	15	P&R			**Community Dog Park** - Explore options for a community dog park.	Staff	1. Visit and survey dog parks in the region. 2. Identify potential locations in Santa Paula. 3. Present findings and options during a Study Session with City Council to determine feasibility. 4. Enlist community volunteers and form a working group.

Category	#	Dept. 1	Dept. 2	Dept. 3	Objective	Budget/Staff Impact	Tasks & Metrics
E. Arts, Culture and Entertainment							
E	1	CED	Admin	P&R	**Public Art & Murals** - Support public art and the mural program and pursue methods to increase funding. (General Plan EDD 4.c)	Y1 - $10,000 Y2 - $10,000 + Staff	1. Help facilitate production of at least one new mural per calendar year. 2. Number of grant applications vs. the number of grants won for Arts, Culture, and Entertainment. 3. Explore the potential for establishing via collaboration between the Santa Paula Arte & Cultura Collective/City, a public arts ordinance. 4. Provide funding, including in-kind support to move efforts forward. 5. Research funding options, including a Public Art Trust Fund.
E	2	CED			***Advocacy & Education of Historic Resources** - Adopt and implement standards and guidelines for new development, alterations to existing structures, and preservation of historic resources within historic districts. (GP ECR 4.c)	Staff	1. Update the municipal code to include standards for historical preservation and resources (SPMC 816). 2. Expansion of the Mills Act to preserve historical structures. 3. Work with the community to identify properties that should be included in a historic registry. 4. Develop guidelines which address architecture, landscaping, streets, and hardscape elements within historic districts.

E	3	CED	Admin	Financ e	**Percent for the Arts -** Explore policies or programs which could establish a "percent for the arts" ordinance.	Staff	1. Research best practices and existing ordinances from peer cities to understand policy structures and funding mechanisms. 2. Conduct a study session with Council prior to steps 3-5. 3. Develop a policy framework outlining proposed percentage, project thresholds, eligible uses, and administrative structure. 4. Coordinate with Finance and Community Development to evaluate potential fiscal and legal implications. 5. Draft and present an ordinance to City Council for consideration.
E	4	P&R			**Amphitheater Programming -** Establish partnerships and collaborations for diverse programming for the Sports Park Amphitheater.	Y1 - $8,000 Y2 - $8,000 + Staff	1. Number of partners, collaborations, or sponsorships established. 2. Number of events programmed.

F. Operational Excellence							
F	1	CED			**Municipal Code** - Review the City's municipal code to reduce irrelevant codes and update development codes.	$300,000 + Staff	1. Number and/or percentage of codes reduced. 2. Review Mobile Rent Control ordinance and provide a presentation to Council.
F	2	Admin			**Staff Investment** - Develop efforts related to employee retention, engagement, and career development.	Y1 - $20,000 Y2 - N/A + Staff	1. Increase employee training and learning opportunities by at least 50%. 2. Establish a comprehensive citywide employee development plan and related policies. 3. Budget and conduct for a citywide employee engagement survey. 4. # of internal promotions. 5. Percent decrease in turnover YoY by department. 6. Work towards the implementation of the Compensation study.
F	3	CED	PW	Finance	**Reduce Reliance on Outside Consultants** - Ensure the City is providing adequate staffing and filling key positions to reduce reliance on outside consultants.	Staff	1. Consider FTEs versus consulting services related to Public Works Engineering (including cost comparisons). 2. Survey customer satisfaction for Finance/ CEDD/ PW to gain consensus on agreed-upon standards (turn-around times). 3. Work to improve communication/coordination between divisions/departments and consultants and measure results in 6 months. 4. Adopt a fee schedule for PWE review of building permit applications so plan review can commence upon submittal. 5. Establish a flat deposit schedule.
F	4	Admin			**Artificial Intelligence (AI)** - Explore AI technology to enhance resident and staff service needs.	Y1 - $20,000 Y2 - $20,000 + Staff	1. Engage in vendor demos or pilot programs for AI solutions. 2. Number of AI tools piloted or implemented.
F	5	Admin			**Staffing** - Return to Council with a strategic staffing plan based on the City's projected growth.	Staff	1. Conduct internal exercise to develop plan. 2. Present staffing plan to City Council.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: June 4, 2025

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

The attached Future Agenda Items forecast identifies anticipated agenda items for upcoming Council meetings as well as Study Session topics and long-range discussion items. Placing this forecast on the agenda affords the Council and the public the opportunity to discuss such topics and to make any recommendations. It should be noted this is only a forecast and may change over the course of time or based on feedback by the Mayor and City Manager during review of future agendas.

ANALYSIS:

Should a member of the City Council wish to introduce a future agenda topic, it should be done in compliance with the Council's adopted Manual of Procedural Guidelines, Section 5.1. Items introduced by a member of the Council during a Council meeting requires a second and should be reserved for time-sensitive matters needing attention within the proceeding 45 day period.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

06.18.2025 Future Agenda Items.docx

Santa Paula City Council Tentative Agenda Schedule

Activities associated with the Council's Strategic Plan*

	Regular Meeting June 18, 6:30pm	
CDD	People's Place Funding	
Admin	Legislative Platform	
Finance	Finance Department Report	
P&R	Senior Advisory Committee Annual Presentation*	
P&R	Santa Paula Senior Master Plan for Aging*	
PD	Discussion on Public Safety Committee	
Finance	Budget Adoption	
PD	Animal Services Agreement	
PD	Review of Drone Policy	
Admin	Limco Stock Tender Offer	
	Regular Meeting July 2, 6:30pm	
PD	Police Department Report	
P&R	Parks & Rec Month Proclamation	
Admin	Strategic Plan Adoption	
CDD	Community Development Department Report	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	TBD
Finance	Development Impact Fees (DIF)* Review	July 2nd
Admin	Municipal Code Update – Joint with Planning Commission*	Ongoing
CDD	Use of Triangle Property on Housing	2nd Qtr.
	FUTURE AGENDA ITEMS	
PW	Plans & Specifications for 8th Street Streetlight Repair Project	
CDD	Central Business District Live Entertainment Ord 1339	
CDD	Cultural Arts Presentation*	
Legal	Fire MOU Amendment	
CDD	Downtown Vacancies Options*	
CDD	Downtown Parking Inventory and Options*	
P&R	Teague Park Restroom	
HR	Adoption of Labor Agreements	
PW	Pavement Management Plan - Cycle 2*	

Updated 5/29/25