

City of Santa Paula

City Council Regular

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



CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL REGULAR

TUESDAY, MAY 5, 2026

6:30 PM - City Council Regular Meeting

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

JULIE LATSHAW, CITY CLERK
DAN SINGER, CITY MANAGER
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.

MEETING ENVIRONMENT

To maintain a public meeting environment conducive and welcoming to receive public comments from all members of the public, the audience is discouraged from engaging in displays of support or opposition to staff reports or public comments, including clapping, yelling, booing, hissing, or cheering, that may create a disruptive environment for the public who wish to express their views during the meeting are encouraged to do so in silent, non-disruptive ways -- such as raising a hand, shaking hands, or another quiet gesture of support or opposition that does not obstruct views or interrupt proceedings.

Members of the public holding signs are asked to hold the signs on their person in front of them or move to the back of the room so as not to obstruct the view of other members of the public wishing to participate in the meeting.

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. 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.

6. PRESENTATIONS

6.A OLDER AMERICAN'S MONTH PROCLAMATION

6.B SANTA PAULA MASTER PLAN FOR AGING UPDATE

6.C **CITY MANAGER'S DEPARTMENT REPORT - NOVEMBER 2025 - APRIL 2026**

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Department Report for City Manager's Department for November 2025 - April 2026.

Presented by: Dan Singer, City Manager

7. CITY COUNCIL REPORTS

8. CITY MANAGER REPORTS

9. 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.

9.A **APPROVAL OF MINUTES**

- **City Council Special Meeting April 1, 2026**
- **City Council Regular Meeting April 1, 2026**
- **City Council Special Meeting April 6, 2026, 4:00 pm**
- **City Council Special Meeting April 6, 2026, 6:30 pm**

RECOMMENDATION:

Staff recommends Council approve minutes.

9.B **2026 CITYWIDE STREET MAINTENANCE PROJECT CONTRACT AWARD**
RECOMMENDATION:

Staff recommends that the City Council:

1. Award a Construction Contract to J&H Engineering General Contractors, Inc for the construction of the 2026 Citywide Street Maintenance Project in the amount of \$3,300,068.70 and authorize the City Manager to execute the contract in a form approved by the City Attorney;
2. Authorize the City Manager or his designee to approve contract change

orders to the Construction Contract as required and verified by staff in an amount not to cumulatively exceed \$660,014.00 (20% construction contingency) for the 2026 Citywide Street Maintenance Project.

3. Approve budget adjustments as noted in the fiscal impacts section.

Presented by: Dale Goodman, Public Works Director

Bob Woodward, Interim City Engineer

9.C **WATER ENTERPRISE PURCHASE OF FORD F150 LIGHTNING EV TO COMPLY WITH CARB ADVANCED CLEAN FLEETS REGULATIONS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Waive the formal bidding process pursuant SPMC 41.10 due to the high demand and limited availability of these vehicles.
2. Authorize the City Manager to purchase a 2025/2026 Ford F-150 Lightning EV truck for the Water Division of Public Works, in an amount not to exceed \$87,000.

9.D **PACIFIC ENERGY CONCEPTS LLC MAINTENANCE AGREEMENT TO UPGRADE EXISTING FACILITY LIGHTING**

RECOMMENDATION:

That the City Council:

1. Authorize the City Manager to execute an agreement with Pacific Energy Concepts LLC to provide LED lighting upgrades at additional City facilities for a not-to-exceed amount of \$43,942.80.

2. Authorize the recommended budget adjustments as noted in the fiscal impact section.

9.E **ACCEPTANCE OF QUITCLAIM DEED FROM FARMERS IRRIGATION COMPANY FOR PROPERTY IN FAGAN BARANCA**

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt Resolution No. 7613 accepting real property designated Assessor's Parcel Number (APN) 102-0-302-02 and approving a quitclaim deed from Farmer's Irrigation Company

10. ACTION ITEMS

10.A **LICENSE AGREEMENT AND MOU WITH THE RESPONSIBLE ENERGY COUNCIL FOR PARTIAL USE OF THE UNION OIL BUILDING**

RECOMMENDATION:

Staff Recommends that the City Council:

1. Authorize the City Manager to enter into a license agreement with the Responsible Energy Council for use of the Union Oil Building and a Memorandum of Understanding (MOU) for content management.

Presented by: Dan Singer, City Manager

10.B **RESOLUTION CONDEMNING UNJUST AND DISCRIMINATORY
IMMIGRATION ENFORCEMENT PRACTICES AND AFFIRMING THE
CITY'S COMMITMENT TO THE SAFETY, DIGNITY, AND RIGHTS OF ALL
RESIDENTS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7612, Condemning Unjust and Discriminatory Immigration Enforcement Practices and Affirming the City's Commitment to the Safety, Dignity, and Rights of All Residents.

Presented By: Gloria Parra, ACC Fellow & The Council Ad-hoc Committee on Immigration

10.C **AUGMENTATION TO THE DOWNTOWN FACADE IMPROVEMENT
PROGRAM**

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve additional allocation totaling \$30,000 in GL 100-5-3002-209 using available fund balance, to augment original applicants who were relying on the program to factor prevailing wages.

Presented By: James Mason, Community and Economic Development

11. ITEMS FOR FUTURE AGENDAS

11.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items.

12. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On _____ at _____ Signed: _____

Julie Latshaw

City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Dan Singer, City Manager

Subject: CITY MANAGER'S DEPARTMENT REPORT - NOVEMBER 2025 - APRIL 2026

Date: May 5, 2026

Agenda Item: 6.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Department Report for City Manager's Department for November 2025 - April 2026.

Presented by: Dan Singer, City Manager

BACKGROUND:

City Manager

The conclusion of the fiscal year, leading into the new year, was saddled with significant, yet somewhat routine, milestones, including:

- Worked with our consultants on a City employee engagement survey
- Assisted with the establishment of a new engagement contract with the Chamber of Commerce
- Worked with the Police Chief on the release of an independent review of prior department investigative efforts and the public release of the audit
- Engaged with the Athens ad-hoc committee regarding a requested rate increase.
- Conducted research, meetings and discussions around the subject of retail cannabis options and brought those options to the Standing Committee and the full Council.
- Participated in numerous meetings regarding County hospital and health services.
- Along with the Mayor, represented the City in Washington DC advocating for City funding for public safety improvements
- Following extensive negotiations and meetings, brought to Council a proposal for future funding opportunities through changes to the Development Agreement with Lewis Limoneira, including the establishment of a Community Services District

Legislative Affairs

- 1. Coordinated Council's Legislative Platform update: made updates to the platform in March to reflect Council's positions on City finance governance, disability, and immigrant populations; and on protection of and advocacy for the Santa Paula Hospital and legislation or policies that strengthens public health care systems and infrastructure.**
2. Requested letters of support/opposition submitted for:
 - a. SB 1261 (Laird): Aging and Disability Resource Connection Program
 - b. SB 922 (Laird): Vehicles: Local agency charges: use of streets or highways
 - c. Farmworkers advancement program
 - d. Letters for the City's Federal Community Funding Projects FY27 Application
 - e. AB 1708 (Solache): support to create a new pathway for cities with populations under 300,000 to access state homelessness funding
 - f. SB 866 (Blackspear): Homeless Housing opposition, unless amended

Public Information Office (PIO)

- Created and distributed events and campaign content for social media posts
- Developed and promoted campaigns including: Santa Paula Creek Bridge groundbreaking; Farmworkers Monument Brick Program; Future Leaders Academy; bARK PD's updated animal control page and what to do if your animal is lost or you need to turn in a stray or found animal (video). Promoted campaigns for Cannabis Ad Hoc Committee's Ballot Measure community meeting and the Mobile Home Rent Control Ordinance revision effort
- Created and distributed 10 press releases
- Created and distributed Biweekly Take 5 employee newsletter
- Developed and launched internal citywide style guide and branding initiative to update the city's new brand logo kit and associated usage.
- Developed and created new wayfinding signage for city infrastructure, fleet and office decals etc.

Employee Engagement

- Coordinated employee of the quarter nominations and awards for the 4th FY25, 1st for FY26 and FY25 employees of the year.
- Facilitated a Spring Management Retreat focused on employee engagement survey and employee evaluation tools.
- Worked with YSC consultants to conclude survey, conduct focus groups, assemble and distribute findings and report to Council and employees of the citywide Employee Engagement Survey.
- Organized monthly staff birthday/anniversary celebrations.

Management Fellows

- Managed social media, Zencity engagement, and video production
- Compiled, wrote, and published the City's new monthly e-newsletter in English and Spanish with almost 5,000 subscribers
- Maintained military banners program
- Supported the ad-hoc Immigration Committee and drafted policy which was approved by Council in March
- Coordinated Business Roundtables and BusinessConnect meetings with the Chamber of Commerce
- Utilizing the Hunt Design images and iconography, produced new downtown banners, logos and design standards for the City's upcoming roll-out of the new wayfinding and marketing look

Human Resources Department

Administrative

- Continued to provide Human Resources and Risk Management support to City Departments and Employees.

Employee Engagement and Recognition Activities

- Lunch & Learn: 457 Deferred Comp Seminar with Mission Square
- Employee Holiday Lunch
- Employee Service Recognition Breakfast
- Employee Appreciation Lunch (The Habit)

Employee Training and Development

- Communication Skills for Supervisors
- Customer Service: A Team Effort
- HAZWOPER (Hazardous Waste Operations and Emergency Response)
- Workplace Violence Prevention (SB 553)

Recruitment

- Successfully recruited and onboarded:

City Manager's Office – Deputy City Manager

Finance – Customer Service Technician; Accounting Technician

Police –Police Officer (2); Evidence Technician

Public Works – Water System Operator (3)

Information and Technology Department

- Procured most of the equipment for server upgrades
- Began preliminary installation/testing of new building entry system
- Completed initial configuration of new santapaula.gov internet domain name, as required by new State law

City Clerk's Office

- Processed 26 City Council agendas and minutes.
- Attended 4 Bid Openings.
- Posted updated Maddy Act for year-end 2025, and continue to update Maddy Act for 2026 as changes are made.
- Processed Commission/Committee/Board applications, interviews, and oaths for:
 - One Measure T Oversight Committee;
 - One Senior Advisory Committee; and
 - One VC Area Agency on Aging
- Continue to advertise and accept applications for Commissions, Committees, and Boards.
- Processed the Annual Fair Political Practice Commission Form 700 for 2025.
- Processed 135 Public Records Requests Nov 1 – Apr 17.
- Processed and Posted 6 Notice of Publications.
- Employee Training Ethics AB1234
- Employee Training Public Records Act
- Begun the Election process for the November 3, 2026, Election
- Begun updates for SB707 requirements

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 Regular

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES

- City Council Special Meeting April 1, 2026
- City Council Regular Meeting April 1, 2026
- City Council Special Meeting April 6, 2026, 4:00 pm
- City Council Special Meeting April 6, 2026, 6:30 pm

Date: May 5, 2026

Agenda Item: 9.A

RECOMMENDATION:

Staff recommends Council approve minutes.

BACKGROUND:

An account of all proceedings of the Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare an abbreviated record of the meeting proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meeting need not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available. Unless requested by a majority of the quorum, the minutes may be approved without reading.

ANALYSIS:

None.

STRATEGIC PLAN:

This item is not a goal or objective in the City Council's two-year Strategic Plan, however, the Minutes shall constitute the official record of the Legislative Body.

FISCAL IMPACTS:

There are no fiscal impacts for this item.

OPTIONS:

None.

ATTACHMENTS:

[2026.04.06 City Council Special 630 pm.pdf](#)

[2026.04.06 City Council Special 400 pm.pdf](#)

[2026.04.01 City Council Special.pdf](#)

[2026.04.01 City Council Regular.pdf](#)



**CITY OF SANTA PAULA
City Council Special 6:30 pm Meeting
April 6, 2026, 6:30 PM
MINUTES**

1) CALL TO ORDER

Mayor Juarez Called the Meeting to Order At 6:30 pm.

2) FLAG SALUTE

Councilmember Cornejo led the flag salute.

3) ROLL CALL

Members Present: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

4) PUBLIC COMMENT

Robert Bagdazian was called to speak in opposition of the ballot measure.
Michael Nelson was called to speak in opposition of the ballot measure.
Suzanne Chinn was called to speak in opposition of the ballot measure.
Rose Chacon was called to speak in opposition of the ballot measure.
Carmen Patron was called to speak in opposition of the ballot measure.
Bob Miller was called to speak in opposition of the ballot measure.
Ricardo Soto was called to speak in opposition of the ballot measure.
Rafaela Resendiz was called to speak in opposition of the ballot measure.
Leslie Resendiz was called to speak in opposition of the ballot measure.
Tom Becher was called to speak in opposition of the ballot measure.
Greg Becher was called to speak in opposition of the ballot measure.
Brittany Botts was called to speak in support of the ballot measure.
Kay Wilson-Bolton was called to speak in opposition of the ballot measure.
Jan Becher was called to speak in opposition of the ballot measure.
Al Guilin was called to speak in opposition of the ballot measure.
John Masteller was called to speak in opposition of the ballot measure.
Joseph Beerhalter was called to speak in support of the ballot measure.
Victoria Carrillo was called to speak in opposition of the ballot measure.
Esteban Carrillo was called to speak in opposition of the ballot measure.
Lupe Nava was called to speak in opposition of the ballot measure.
Andrea Rodriguez was called to speak in opposition of the ballot measure.
Chris Weinkopf was called to speak in opposition of the ballot measure.
Mary Bagdazian was called to speak in opposition of the ballot measure.

Wendy Zepeda was called to speak in opposition of the ballot measure.
Jack Kennedy was called to speak in opposition of the ballot measure.
Ruth Anne Nelson was called to speak in opposition of the ballot measure.
Abel Moitiel was called to speak in opposition of the ballot measure.
Seana-Marie Sesma was called to speak in support of the ballot measure.
Dominic Andres was called to speak in opposition of the ballot measure.
Pedro Chavez was called to speak in opposition of the ballot measure.
John Procter was called to speak in support of the ballot measure.
Francesca Grumbine was called to speak in opposition of the ballot measure.
Anthony Grumbine was called to speak in opposition of the ballot measure.
Isabella Grumbine was called to speak on the ballot measure, grouped time with family.
Teresa Grumbine was called to speak on the ballot measure, grouped time with family.
Anne-Marie Grumbine was called to speak on the ballot measure, grouped time with family.
Josh Hidley was called to speak in opposition of the ballot measure.
Bruce Marshall was called to speak in support of the ballot measure.
Paul Blewett was called to speak in opposition of the ballot measure.
Vibay Weisbecker was called to speak in support of the ballot measure.
Joe Hidley was called to speak in opposition of the ballot measure.
Al Escobedo was called to speak in opposition of the ballot measure.
Gabriel Grumbine was called to speak in opposition of the ballot measure.
Rebecca Bagdazian was not available when called to speak.

5) ACTION ITEMS

5.A) CANNABIS BALLOT MEASURE DISCUSSION

This item was presented by Community & Economic Director James Mason, providing data from other cities.

City Manager Dan Singer explained the possible options available.

Council discussed the options to consider.

Motion: Approve Option 1 - Council directs placement of a cannabis measure on the November ballot.

Moved by Pedro A Chavez, seconded by Gabriela Ornelas

Vote: Motion failed 1-4

Yes: Pedro A Chavez

No: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Gabriela Ornelas

6) ADJOURNMENT

Mayor Juarez adjourned the meeting at 10:15 pm.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Special 4:00 pm Meeting
April 6, 2026, 4:00 PM
MINUTES**

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 4:00 p.m.

2) ROLL CALL

Members Present: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

Councilmember Ornelas was absent at time of roll call arriving at 4:15 p.m.

Councilmember Chavez was absent at time of roll call arriving at 4:05 p.m.

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

4.A) PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code § 54957(b)(1), Title: City Manager, 2026 Review

Council recessed to closed session.

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken.

6) ORDER OF BUSINESS

None.

7) ADJOURNMENT

Mayor Juarez adjourned the meeting at 6:00 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Special Meeting
April 1, 2026, 4:00 PM
MINUTES**

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 4:10 p.m.
Councilmember Cornejo was absent at time of roll call arriving at 4:18 p.m.

2) ROLL CALL

Members Present: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

Members Absent: Jenny Crosswhite

3) PUBLIC COMMENT

None.

4) ORDER OF BUSINESS

4.A) STUDY SESSION: FAGAN BARRANCA PARK & SANTA PAULA CREEK SPORTS PARK PHASE II CONCEPTUAL PLANS

Parks and Recreation Director Gregory Barnes presented a presentation on the Fagan Barranca Park. Architect Greg Ray presented the conceptual Design.

Landscape Architect Lindsay DeCeault presented a presentation on the Santa Paula Creek Sports Park Phase II Conceptual Plans.

5) CLOSED SESSION

5.A) PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code § 54957(b)(1), Title: City Manager

Council recessed to closed session.

6) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken.

7) **ADJOURNMENT**

Mayor Juarez adjourned the meeting at 6:30 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Regular Meeting
April 1, 2026, 6:30 PM
MINUTES**

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 6:30 p.m.

2) INVOCATION

Deacon Al Guilin provided the Invocation.

3) FLAG SALUTE

Councilmember Chavez led the flag salute.

4) ROLL CALL

Members Present: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

Members Absent: Jenny Crosswhite

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported Council attended closed session on the following reporting no reportable actions taken on PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code § 54957(b)(1)

6) PUBLIC COMMENT

Dee Dee Chambers was called to speak with concerns of fireworks going off in the evening.

7) PRESENTATIONS

7.A) NATIONAL FAIR HOUSING MONTH PROCLAMATION

Mayor Juarez presented National Fair Housing Month Proclamation to VCCAR President Jeri Becker and VCCAR member Julio Gomes.

7.B) VENTURA COUNTY FIRE DEPARTMENT REPORT

Fire Chief Joe Williams provided the Ventura County Fire Department Report.

8) CITY COUNCIL REPORTS

Councilmember Cornejo:

Attended Ventura Council of Governments meeting; employee appreciation lunch; and met with residents on upcoming cannabis meeting.

Councilmember Chavez:

Spoke of upcoming study session on the growth of our city; and attended Bi-national Foreign Relations Tour.

Councilmember Ornelas:

No Reportable events.

Mayor Juarez:

Attended the employee appreciation lunch; traveled to Washington DC to promote legislation for Santa Paula; coffee with a cop; chamber mixer; Parks & Recreation Commission meeting; Business connect at Hot Rod Customs; and gave a History of Police Department presentation to newcomer Cesar Ayala at the police department.

9) CITY MANAGER REPORTS

City Manager Dan Singer:

Traveled to Washington DC to promote legislation for Santa Paula; attended League of Cities Revenue and Taxation Policy Committee in Orange County; reported on the drop of homeless in our city; announced special meeting on the consideration of adding a measure on the November 3, 2026 ballot to allow retail cannabis to exist in the city on Monday April, 6th at 6:30pm at the Santa Paula Community Center; and announced a meeting was held to prepare for the upcoming Property Business Improvement District meeting.

10) CONSENT CALENDAR

10.A) AGREEMENT WITH THE SANTA PAULA UNIFIED SCHOOL DISTRICT FOR AFTER SCHOOL YOUTH SPORTS

10.B) PECK ROAD WATER MAIN REPAIR PROJECT NOTICE OF COMPLETION

10.C) CDBG LOAN EARLY CLOSEOUT

10.D) APPROVAL OF MINUTES

City Council Special Meeting March 4, 2026

City Council Regular Meeting March 4, 2026

City Council Special Meeting March 18, 2026

City Council Regular Meeting March 18, 2026

Special Joint Meeting with Santa Paula Unified School District March 2, 2026 (approved by SPUSD 3/25/2026)

Motion: Approve Consent Calendar 10.A-10.D.
Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 4-0
Yes: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

11) PUBLIC HEARING

11.A) FIRST READING OF ORDINANCE TO REGULATE SUCCESSIVE RENT INCREASE APPLICATIONS

This item was presented by City Attorney Monica Castillo.

There were no Public Comments on this item.

Motion: Approve Introducing, and waive first reading of, and read by title only, Ordinance No. 1353 entitled "An Ordinance of the City Council of the City of Santa Paula Amending Chapter 152 (Mobile Homes and Mobile Home Parks) of the Santa Paula Municipal Code to Regulate Successive Rent Increase Applications, and Finding the Ordinance is Exempt from the Environmental Quality Act."

Moved by Pedro A Chavez, seconded by Gabriela Ornelas

Vote: Motion carried 4-0
Yes: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

12) ACTION ITEMS

12.A) ST. FRANCIS DAM FLOODPATH PROJECT CONCEPTUAL DESIGN

Mr. Nelson and Mr. Wilson spoke on the background of the St. Francis Dam disaster.

Motion: Approve the St. Francis Dam Project conceptual design and direct staff to return with a Memorandum of Understanding with the Santa Paula Historical Society once they have obtained approval from both the Ventura County Transportation Commission and Sierra Northern Railway.

Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 4-0
Yes: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

12.B) RESOLUTION NO. 7609 AUTHORIZING OPERATIONAL AND FINAL ACCEPTANCE OF 330 WATER PRESSURE ZONE FACILITIES AND SUPPORTING IMPROVEMENTS, FINAL ACCEPTANCE OF A PORTION OF 330 WATER PRESSURE ZONE LINE, AND ACCEPTANCE OF PROPERTY INTERESTS ASSOCIATED WITH THE FACILITIES AND IMPROVEMENTS (HARVEST AT LIMONEIRA)

Motion: Approve Resolution No. 7609 Authorizing Operational and Final Acceptance of 330 Water Pressure Zone Facilities and Supporting Improvements, Final Acceptance of a Portion of 330 Water Pressure

Zone Line, and Acceptance of Property Interests Associated with the Facilities and Improvements.

Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 4-0

Yes: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

12.C) MOU WITH THE SANTA PAULA CHAMBER OF COMMERCE AND THE OPTIMIST CLUB OF SANTA PAULA FOR COMMUNITY EVENT SUPPORT

Al Escobedo was called to speak expressing events bring the people together.

Motion: Approve Memorandum of Understanding with the Santa Paula Chamber of Commerce for Cruise Night, and a Memorandum of Understanding with the Optimist Club of Santa Paula for both the Labor Day Parade and the Holiday Christmas Parade.

Moved by Leslie Cornejo, seconded by Pedro A Chavez

Vote: Motion carried 4-0

Yes: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

13) **ITEMS FOR FUTURE AGENDAS**

13.A) FUTURE AGENDA ITEMS

14) **ADJOURNMENT**

Mayor Juarez adjourned the meeting at 8:38 pm

ATTEST:

Julie Latshaw, City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: 2026 CITYWIDE STREET MAINTENANCE PROJECT CONTRACT
AWARD

Date: May 5, 2026

Agenda Item: 9.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Award a Construction Contract to J&H Engineering General Contractors, Inc for the construction of the 2026 Citywide Street Maintenance Project in the amount of \$3,300,068.70 and authorize the City Manager to execute the contract in a form approved by the City Attorney;
2. Authorize the City Manager or his designee to approve contract change orders to the Construction Contract as required and verified by staff in an amount not to cumulatively exceed \$660,014.00 (20% construction contingency) for the 2026 Citywide Street Maintenance Project.
3. Approve budget adjustments as noted in the fiscal impacts section.

Presented by: Dale Goodman, Public Works Director

Bob Woodward, Interim City Engineer

BACKGROUND:

The Street Maintenance Program for FY 2025-2026 consists of road repair and maintenance including dig-outs and overlays of streets to extend their service life, as well as the repair and replacement of adjacent sidewalks, curb and gutter and curb ramps where necessary. The following streets are planned for completion in conjunction with Year 1 of the 5-Year Cycle 2 PMP.

SUMMER/FALL 2026 STREET MAINTENANCE

STREET NAME	FROM	TO
Mariposa Dr	Fern Oaks Dr	End
Magnolia Dr	Maple St	End
Birch St	Mariposa Dr	Magnolia Dr
Hawthorne St	Mariposa Dr	Laurel Rd
Fremontia St	Mariposa Dr	Laurel Rd

Laurel Rd	Forest Dr	Say Rd
Forest Dr	Mariposa Dr	HOA Entrance
Grant Line St	Forest Dr	Pvt Property Limit
Oakdale Pl	Mariposa Dr	N Ojai Rd
Manzanita Dr	Mariposa Dr	Grant Line St
Fern Oaks Dr	N Ojai Rd	Grant Line St
Holly Rd	Fern Oaks Dr	Woodland Dr
Woodland Dr	Greenwood Dr	Cliff Dr
Cliff Dr	Forest Dr	Say Rd
Los Robles Dr	Greenwood Dr	Laurel Rd
Greenwood Dr	N Ojai Rd	Woodland Dr
McKevett Heights	McKevett Rd	Loma Vista Pl
Teague Dr	Sixth St	McKevett Heights
Steckel Dr	Harvard Blvd	Main St
Cameron St	Main St	Santa Paula St
Center Ln	Walden St	N Peck Rd
Center Ln	Camerson St	Pamela Ln
Walden St	Santa Paula St	Filmore St
Filmore St	Walden St	N Peck Re
Peck Pl	Filmore St	End
Mill Park Parking Lot	Harding Park Parking Lot	845 Yale St City Parking Lot

The current Street Maintenance Program proposes the completion of street paving for those portions of McKevett Heights and Teague between 6th Street and McKevett Heights not paved due to complications with additional concrete pavement removals and costs associated with related road reconstruction efforts. Also included are City parking lots associated with Mill Park, Harding Park and the public parking lots behind buildings on Main Street. Park and Orchard Streets will be paved following water and sewer utility construction efforts associated with this project, which is currently out to bid.

Streets and Storm Drains

Additional considerations for the City's streets are maintenance and repair of drainage systems, many of which have exceeded their useful life. Many of the City's storm drain systems are constructed with corrugated metal pipe (CMP), which are subject to corrosion and related structural deterioration over time. Storm drains which are deteriorated but have not yet failed, may be rehabilitated to maintain function and extend their useful lives.

The FY 2025-2026 Program includes the repair and rehabilitation of portions of the Oaks Drain along Fern Oak Drive, inclusive of storm drain laterals at the southern end of Mariposa Drive. Phase II of the Oaks Drain, completed in 1972, contains a mixture of CMP and concrete pipe. Approximately 1000 lineal feet of pipe along Fern Oak will be rehabilitated, with older laterals that pre-date the 1972 project planned for replacement at the end of Mariposa. The upper portion of the Oaks Drain that extends into Caltrans SR150 (Ojai Road) right of way is being improved as part of the current SR150 Rehabilitation Project that is currently under construction.

ANALYSIS:

The project was advertised for bid in March, and bids were opened on Monday, April 27, 2026. Four contractors submitted bids: J&H Engineering General Contractors, Inc., Toro Enterprises, Inc., Granite Construction, and CA Rasmussen. This bid summary is reflected in Exhibit A. Base bids ranged in price from \$2,715,338.70 to \$3,467,715.90 and are summarized below.

No.	Contractor	Base Bid
1.	J&H Engineering General Contractors, Inc	\$2,715.338.70
2.	Toro Enterprises, Inc.	\$2,754,399.60
3.	Granite Construction	\$3,104,086.33
4.	CA Rasmussen	\$3,467,715.90

Staff reviewed the received bids relative to bid specifications and required qualifications. Based on this review, staff determined and finds that J&H Engineering General Contractors Inc., submitted the lowest responsive and responsible base bid of \$2,715,338.70. The bid schedule provided to the contractors also included additive-alternate items which address storm drain replacement and rehabilitation within the project area, for which J&H Engineering General Contractors Inc provided for in their bid at a cost of \$584,730.00, which is reasonable and competitive with other bids received. Staff recommends including the additive-alternate items in the award request, for a total of **\$3,300,068.70**, and recommends City Council award the contract (Exhibit C) to J&H Engineering General Contractors Inc. pursuant to Santa Paula Municipal Code §§ 56.04(1)(3) and 56.08(D). Additionally, staff anticipates construction inspection and testing services to be required for the project, with a budgetary allowance of \$80,000.

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:

The project construction cost summary is presented in Table 1 below, inclusive of contingency, as well as costs related to construction management, materials testing, and inspection. The project construction contract execution is contingent upon City Council authorization of the required budgetary allocations and adjustments, reflected in Table 2 and Table 3.

Table 1: Project Construction Costs

Item	Amount
Construction Contract	\$3,300,068.70
20% Contingency	\$660,014.00

Construction Inspection/Testing	\$80,000.00
Total=	\$4,040,082.70

Table 2: Current available Funding Sources for FY 2025 – 2026 Street Maintenance

Fund Source	Account No.	Available Amount for Street Maintenance
Measure T	104-5-9359-660	\$899,512
Measure T	104-5-9359-290	\$10,069
General	100-5-9359-660	\$198,115
Measure R	108-5-9359-660	\$931,346
Measure R	108-5-9258-660	\$830,000
Measure R	108-5-9294-660	\$100.,000
Measure T	104-5-9285-290	\$27,921
Measure R	108-5-9285-290	\$130,000
SB1*	283-5-9285-290	\$93,052
SB1*	283-5-9285-660	\$680,373
Stormwater	206-5-9390-660	\$277,000
	Total Available	\$4,177,820

Table 3: Budget Adjustment Requested

2025/2026 CIP Program	Account No.	Decrease	Increase
Citywide Street Preservation and Maintenance	104-5-9359-660	\$0	\$10,069
Citywide Street Preservation and Maintenance	104-5-9359-290	\$10,069	\$0
Slurry Seal Pavement Rehab Program	104-5-9359-660	\$0	\$27,921
Slurry Seal Pavement Rehab Program	104-5-9285-290	\$27,921	\$0
Slurry Seal Pavement Rehab Program	108-5-9359-660	\$0	\$130,000
Slurry Seal Pavement Rehab Program	108-5-9285-290	\$130,000	\$0
Slurry Seal Pavement Rehab Program	283-5-9285-660	\$0	\$93,052
Slurry Seal Pavement Rehab Program	283-5-9285-290	\$93,052	\$0
	Total		\$261,042

Notes:

* Includes carryovers from previous FY

** Total reflects deduction of \$568,983.00 to Fund 280 to address funding shortfall.

OPTIONS:

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

1. Do not approve the award of a construction contract to J&H Engineering General Contractors, Inc for the construction of the 2026 Citywide Street Maintenance Project and direct staff to re-bid the project. This action would significantly delay the completion of planned PMP efforts as currently scheduled for the FY 2025-2026 Capital Improvement Program.

ATTACHMENTS:

[EXHIBIT A - Project Bid Results.pdf](#)

[EXHIBIT B-5-year_Cycle_2_Pavement_Management_Plan_.pdf](#)

[EXHIBIT C -2026 Citywide Street Maintenance Public Works Contract.pdf](#)

EXHIBIT A

Project Bid Results

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

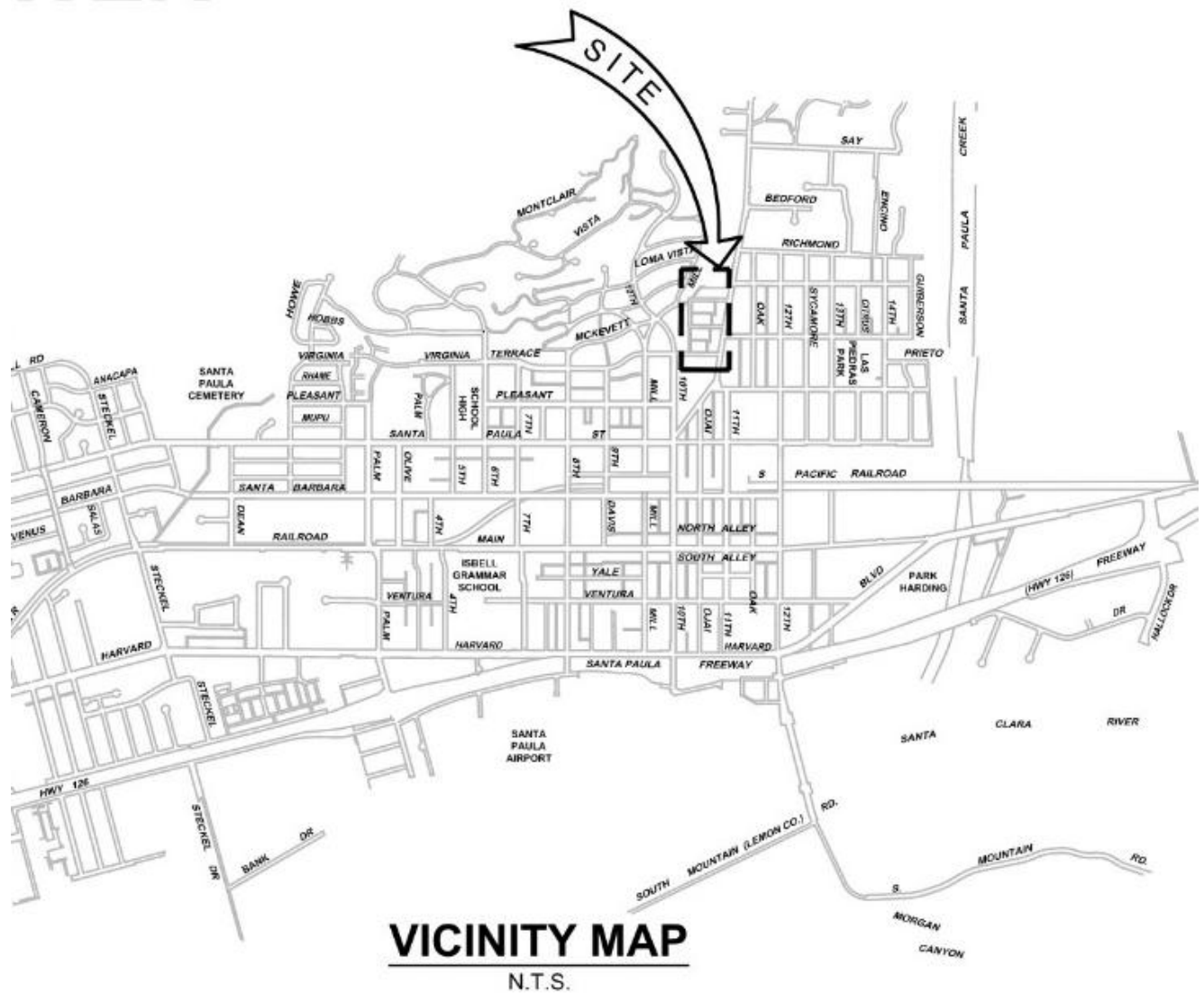
Passcode: 869669

Julie Latshaw, CMC
City Clerk

Amir

EXHIBIT B

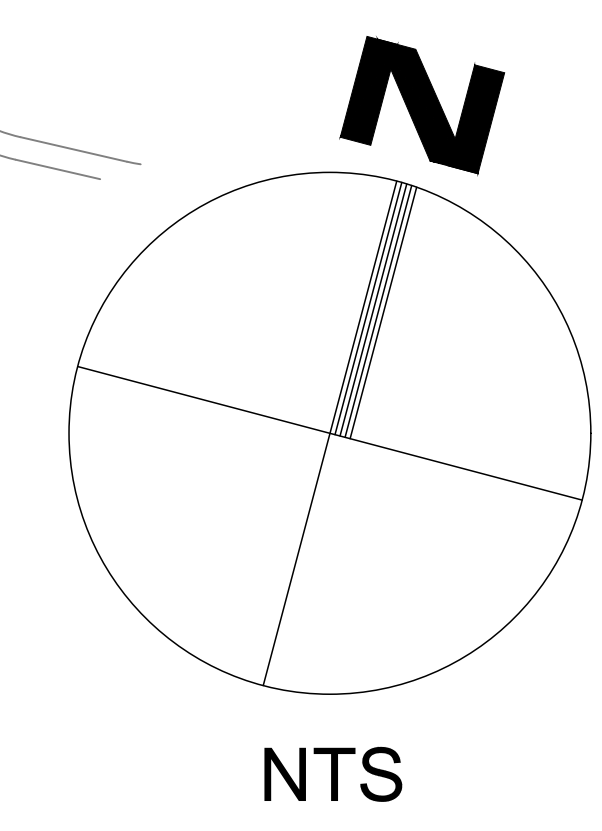
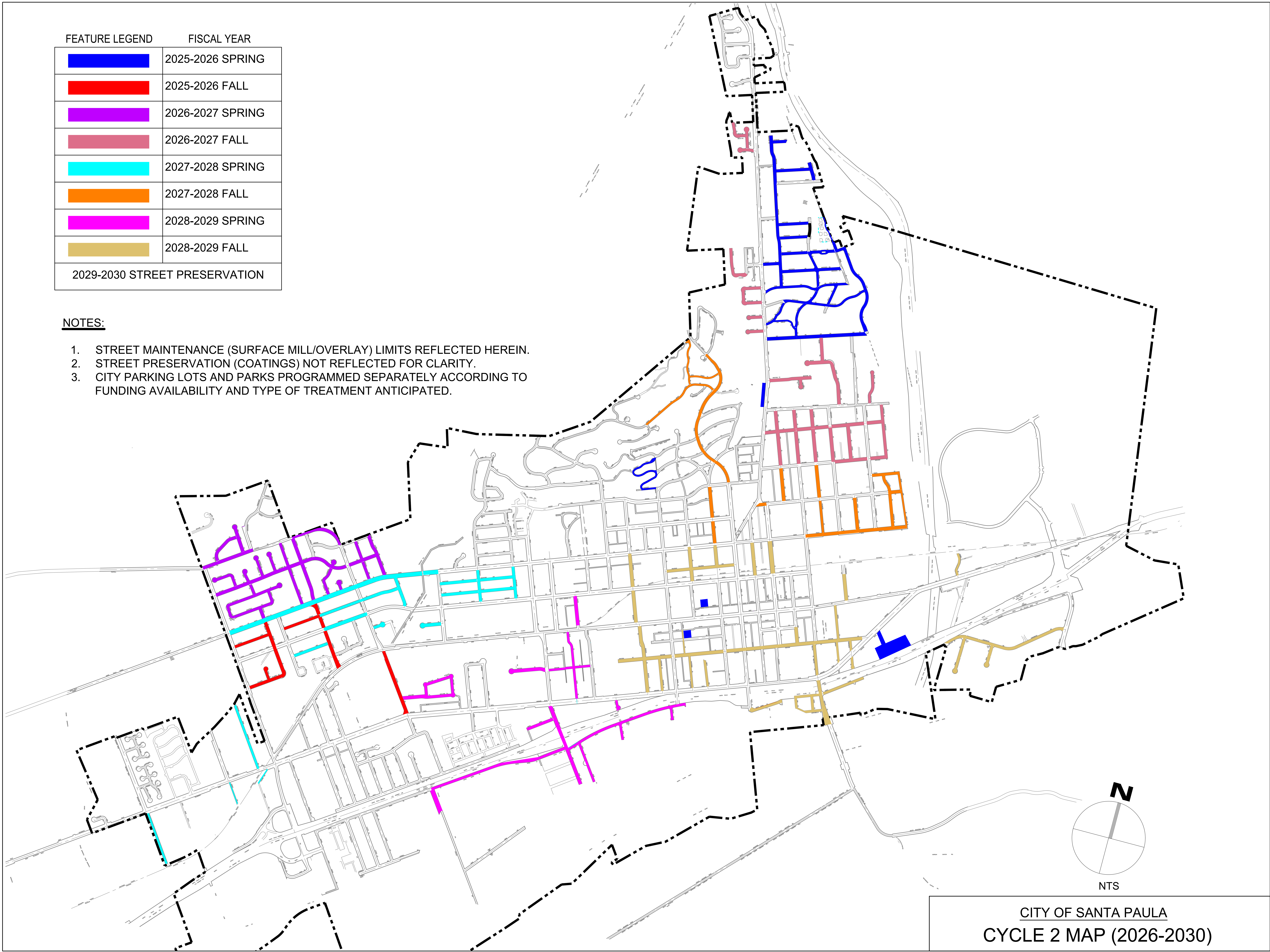
5-year Cycle 2 Pavement Management Plan (PMP)



FEATURE LEGEND	FISCAL YEAR
	2025-2026 SPRING
	2025-2026 FALL
	2026-2027 SPRING
	2026-2027 FALL
	2027-2028 SPRING
	2027-2028 FALL
	2028-2029 SPRING
	2028-2029 FALL
2029-2030 STREET PRESERVATION	

NOTES:

1. STREET MAINTENANCE (SURFACE MILL/OVERLAY) LIMITS REFLECTED HEREIN.
2. STREET PRESERVATION (COATINGS) NOT REFLECTED FOR CLARITY.
3. CITY PARKING LOTS AND PARKS PROGRAMMED SEPARATELY ACCORDING TO FUNDING AVAILABILITY AND TYPE OF TREATMENT ANTICIPATED.



CITY OF SANTA PAULA
CYCLE 2 MAP (2026-2030)

EXHIBIT C

**2026 CITYWIDE STREET MAINTENANCE PROJECT –
PUBLIC WORKS CONTRACT WITH J & H ENGINEERING
GENERAL CONTRACTORS, INC.**

**PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF SANTA PAULA AND
J & H ENGINEERING GENERAL CONTRACTORS, INC.**

This CONTRACT is entered into this 29th day of March, 2024, by and between the CITY OF SANTA PAULA, a general law city and municipal corporation ("City") and J & H Engineering General Contractors, 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 Three Million Three Hundred Thousand Sixty-Eight Dollars and Seventy Cents (\$3,300,068.70) 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.

3. TIME FOR PERFORMANCE.

- A. The Contractor shall fully complete the Work within 80 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 it is 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

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

The Contractor

J & H Engineering General Contractors,
Inc.
4065 Mission Oaks, Blvd., Suite B
Camarillo, CA 93012

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

J & H Engineering General Contractor, Inc.

Dan Singer,
City Manager

Amy McMullen, President

Sandra Janotta, Secretary

ATTEST:

Julie Latshaw,
City Clerk

Taxpayer ID No. 77-0293394

APPROVED AS TO FORM:

Monica Castillo,
City Attorney

APPROVED AS TO CONTENT:

Dale Goodman,
Public Works Director

FAITHFUL PERFORMANCE BOND

Bond No.
Bond Fee:

_____ ("PRINCIPAL") and _____
a corporation incorporated under the laws of the State of _____ and licensed by the State
of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly
bound unto the CITY OF SANTA PAULA ("CITY") in the sum of _____
(\$ _____) dollars, lawful money of the United States, which may be increased or decreased by a rider
hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and
SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions
and stipulations set forth in this bond, Harvard Boulevard Water and Sewer Pipeline Replacement
and Paving Rehabilitation Project, and the public works contract executed with such Specifications. In
the case of any default in the performance of the conditions and stipulations of this undertaking, it is
agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any
damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

17. BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project a copy of which is on file with CITY's Engineering Division ("Public Project"). Such performance will be in accordance with CITY's plans and profiles (CITY DRAWING FILE NO. if applicable) which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Engineering Division. CITY has estimated the required amount of the bond as shown above.
2. PRINCIPAL's work on the Public Project will be done in accordance with CITY's plans and specifications and with any permit issued by CITY. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.
3. PRINCIPAL will guarantee its work against any defective work, labor, or materials on the Public Project for a period of one (1) year following the Public Project's completion and acceptance by CITY.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Santa Paula Municipal Code ("SPMC").
5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.
6. This bond consists of this instrument; the plans and specifications identified above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so;

- B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted; and

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

NOTE: ALL signatures must be acknowledged by a notary public. Return two (2) originals to Public Works, Engineering Department.

LABOR AND MATERIALS BOND

Bond No.
Bond Fee:

_____, as principal ("PRINCIPAL") and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF SANTA PAULA ("CITY") in the sum of _____ (\$ _____) dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

This bond is conditioned upon and guarantees payment by PRINCIPAL to contractors, subcontractors, and persons renting equipment; payment by PRINCIPAL and all PRINCIPAL'S subcontractors for all materials, provisions, provender, or other supplies, and equipment used in, upon, for or about the performance of the work contemplated in the City of Santa Paula, 2026 CITYWIDE STREET MAINTENANCE PROJECT ("Public Project"), the public works contract executed for such Public Project, and for all work or labor of any kind performed for the Public Project. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in 2026 CITYWIDE STREET MAINTENANCE PROJECT, and the public works contract executed for such Specifications, copies of which is on file with CITY's Public Works Department ("Public Project"). Such performance will be in accordance with CITY's plans and profiles (CITY DRAWING FILE NO. If Applicable) which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Public Works Department.
2. PRINCIPAL will pay all contractors, subcontractors, and persons renting equipment.
3. PRINCIPAL will pay for all materials and other supplies, for equipment used in, on, for or about the performance of the Public Project, and will pay for all work and labor thereon.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Santa Paula Municipal Code ("SPMC").
5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of 2026 CITYWIDE STREET MAINTENANCE PROJECT, or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.
6. This bond consists of this instrument; the plans and specifications identified above; and the following TWO (2) attached exhibits all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20_____.

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

NOTE: ALL signatures must be acknowledged by a notary public. Return two (2) originals to City of Santa Paula, Public Works, Engineering Department.

<u>ACORD</u> CERTIFICATE OF LIABILITY		Date (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS 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.	
INSURED	INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOT WITHSTANDING 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.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ ECT ☐ LOC				EACH OCCURRENCE \$ Fire Damage (Any one time) \$ Med Exp (Any one person) \$ Personal & Adv Injury \$ General Aggregate \$ Products-Comp/Op AGG \$	
	AUTOMOBILE LIABILITY ☐ NON-OWNED AUTOS ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per accident) \$ BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$	
	EXCESS LIABILITY ☐ OCCUR ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMIT \$ E.I. EACH ACCIDENT \$ E.I. DISEASE-EA EMPLOYEE \$ E.I. DISEASE-POLICY LIMIT \$	
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: CANCELLATION						
CERTIFICATE HOLDER CITY OF SANTA PAULA PUBLIC WORKS DEPARTMENT P. O. BOX 569 SANTA PAULA, CA 93061-0569			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL * 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KNID UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE.			

POLICY NUMBER:
AUTO

BUSINESS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

THE CITY OF SANTA PAULA, IT'S OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS

BUSINESS AUTO COVERAGE FORM

It is agreed that the "Who Is An Insured" provision is amended to include as an Insured the person or organization designated below as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to any Liability arising out of the operation of covered autos on the additional insured premises described below;
2. The Named Insured is authorized to act for such additional insured in all matters pertaining to this insurance, including receipt of notice of cancellation;
3. Return premium, if any, shall be paid to Named Insured;
4. Nothing contained herein shall affect any right of recovery as a claimant which the additional Insured would have if not designated as such.

City of Santa Paula

Public Works Department
P.O. Box 569 / 93061
Santa Paula, CA 93060

POLICY NUMBER:
LIABILITY

COMMERCIAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or
CONTRACTORS [Form B]

This endorsement modifies insurance provided under the following:

**THE CITY OF SANTA PAULA, IT'S OFFICERS, OFFICIALS,
EMPLOYEES, AGENTS AND VOLUNTEERS**

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Santa Paula

Public Works Department
P.O. Box 569 / 93061
Santa Paula, CA 93060

(If no entry appears above, information required to complete this endorsement
will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the
Person or organization shown in the schedule, but only with respect to liability
arising out of "your work" for that insured by or for you.

Reproduction of Insurance Services Office, Inc. Form

INSURER: ISO FORM CG 20 10 22 85 : (MODIFIED)
POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

ENDORSEMENT No.: EXHIBIT 1-A

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees, agents & volunteers.
2. This insurance shall be **PRIMARY** as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's Scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be cancelled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the Entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

Signature-Authorized Representative

Address

CG 20 10 11 85

Insurance Services Office, Inc. Form (Modified)

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: WATER ENTERPRISE PURCHASE OF FORD F150 LIGHTNING EV TO
COMPLY WITH CARB ADVANCED CLEAN FLEETS REGULATIONS

Date: May 5, 2026

Agenda Item: 9.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Waive the formal bidding process pursuant SPMC 41.10 due to the high demand and limited availability of these vehicles.
2. Authorize the City Manager to purchase a 2025/2026 Ford F-150 Lightning EV truck for the Water Division of Public Works, in an amount not to exceed \$87,000.

BACKGROUND:

In response to the California Air Resources Board (CARB) Advanced Clean Fleets regulations, the City of Santa Paula has begun transitioning its municipal fleet to zero-emission vehicles (ZEVs). These regulations mandate that public agencies begin phasing in ZEVs for medium- and heavy-duty vehicles over 8,500 pounds to reduce greenhouse gas emissions and support California's goal of carbon neutrality by 2045.

At its December 11, 2024 regular meeting, the City Council selected the "ZEV Milestones Option" for compliance. Under this pathway, the City must meet specific electrification benchmarks, including replacing at least 10% of applicable fleet vehicles by 2027. While not all Public Works fleet vehicles fall under the CARB mandate due to weight classifications, the department is committed to supporting the City's broader sustainability and fleet modernization goals.

The requested electric vehicle will contribute towards meeting compliance with CARB regulations ensuring the City meets state emission reduction goals.

ANALYSIS:

The Water Division performs essential operational work across the City's potable water system, including daily system inspections, distribution system maintenance, water quality sampling, meter and service work, emergency repairs, facility checks, and support for critical infrastructure projects. These responsibilities require a dependable and durable vehicle with sufficient towing and payload capacity, reliable daily range, and the versatility to operate effectively in a variety of field conditions.

After evaluating several vehicle options, staff has determined that the 2025/2026 Ford F-150 Lightning EV meets the operational needs of the Water Division of Public Works, while also supporting the City's broader environmental and fleet compliance objectives. The Lightning offers the following benefits:

- **Utility-focused performance:** The truck provides the functionality needed to transport tools, equipment, materials, and staff to job sites throughout the water system. Its towing and payload capabilities make it well-suited for field activities such as maintenance work, inspections, and response to operational issues across treatment, distribution, and production facilities.
- **Extended range and battery options:** With available extended battery configurations, the Lightning can support a full workday of field activity without interruption for charging. This is important for a division that responds to planned maintenance as well as unplanned operational and emergency needs.
- **Cost savings:** Over the life of the vehicle, total ownership costs are expected to be lower than a comparable internal combustion engine truck due to reduced fuel expense, fewer mechanical components, and lower routine maintenance demands.
- **Environmental stewardship:** The purchase of an electric vehicle supports the City's goals related to greenhouse gas reduction and improved air quality. This is consistent with broader efforts to modernize municipal operations in a more sustainable manner.
- **Fleet modernization and operational efficiency:** Incorporating electric vehicles into the Water Division supports ongoing fleet modernization efforts while demonstrating that essential utility operations can be carried out with equipment that is both practical and environmentally responsible.

The Water Division operates critical public infrastructure and must maintain reliable field response capabilities, staff believes this vehicle represents a practical investment that supports both operational needs and the City's long-term fleet and sustainability objectives.

Council may waive the formal bidding process if it finds the purchase is "required or desirable" and in conformance with state law. (SPMC 41.10.) Due to the limited availability of electric trucks, staff recommends waiving the formal bidding process. Additionally, delays in procurement can result in lost opportunities, as vendors may be unable to hold vehicles even after issuing quotes. By allowing the City Manager to act quickly within the approved budget, the City will be positioned to purchase the vehicle when an appropriate opportunity arises.

Staff has conducted due diligence by reviewing multiple quotes and pricing structures to ensure that the recommended approach is both fiscally sound and responsive to operational needs. If the final purchase price is below the \$85,000 allocation, any unspent funds will be used to install a light bar, an essential safety feature for visibility during early morning, late evening, or event-based work.

This purchase not only helps meet practical field needs but also contributes to citywide goals of sustainability, regulatory compliance, and responsible fiscal planning.

Lastly, the purchase does not violate state law which permits cities to establish purchasing ordinances that include waivers of competitive bidding when supported by appropriate findings.

STRATEGIC PLAN:

Approval of this item addresses goal A:

Infrastructure, Transportation, & Mobility, Objective #2 Green Initiatives - Explore funding opportunities and partnerships to implement Energy Efficiency projects, solar, and electric vehicle (EV) technologies.

FISCAL IMPACTS:

Funding for this purchase is included in the adopted Fiscal Year 2025-2026 budget in Account # 620-5-5072-610, in an amount not to exceed \$87,000.

OPTIONS:

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

1. Do not approve purchase of vehicle.
2. Provide alternate direction to staff.

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Greg Barnes, Parks and Recreation Director

Subject: PACIFIC ENERGY CONCEPTS LLC MAINTENANCE AGREEMENT TO
UPGRADE EXISTING FACILITY LIGHTING

Date: May 5, 2026

Agenda Item: 9.D

RECOMMENDATION:

That the City Council:

1. Authorize the City Manager to execute an agreement with Pacific Energy Concepts LLC to provide LED lighting upgrades at additional City facilities for a not-to-exceed amount of \$43,942.80.
2. Authorize the recommended budget adjustments as noted in the fiscal impact section.

BACKGROUND:

As part of the City's ongoing efforts to enhance energy efficiency and reduce operational costs, staff initiated a competitive procurement process in early 2025 to solicit bids for LED lighting upgrades across various City facilities. Following an evaluation of the proposals received, Pacific Energy Concepts LLC was selected to perform the work. The results of the original bid solicitation for Phase I are summarized below:

Pacific Energy Concepts LLC	\$48,401.28
Royal Energy Solutions Group	\$79,350.53
LED Solutions	\$128,320.00

Phase I of the LED lighting upgrade project has been successfully completed, resulting in enhanced lighting quality, reduced energy consumption, and decreased maintenance requirements across the upgraded facilities.

ANALYSIS:

Building upon the success of Phase I, staff recommends proceeding with Phase II of the LED lighting upgrades. This next phase will expand improvements to additional City facilities that were not included in the initial scope. The cost proposal received from Pacific Energy

Concepts LLC to continue the work is \$39,948.00.

Pacific Energy Concepts LLC has demonstrated the technical expertise, efficiency, and reliability necessary to continue this work. Utilizing the same contractor for Phase II ensures project consistency, minimizes mobilization time, and allows the City to benefit from established pricing and familiarity with City infrastructure.

The proposed upgrades will further advance the City’s sustainability goals, reduce long-term utility costs, and enhance lighting conditions for staff and the public.

Attached to this staff report as EXHIBIT A is Pacific Energy Concepts' proposal and cost estimate for Phase II. The agreement is for an up to amount of \$43,942.80, which will allow for a 10% contingency, if needed.

STRATEGIC PLAN:

Although this item is not explicitly identified within the tasks and metrics outlined under Goal A:2 – Green Initiatives, it is consistent with and supportive of the City Council’s broader sustainability objectives in the Strategic Plan. The proposed LED lighting upgrades directly promote energy efficiency and lower long-term operational costs. As such, this project advances the intent of Goal A:2 by implementing practical measures that enhance the City’s environmental stewardship and resource conservation efforts.

FISCAL IMPACTS:

Funding for Phase II of the LED lighting upgrades is included in the approved Fiscal Year 2025–2026 budget. No additional General Fund impact is anticipated beyond the approved budget allocation.

The project construction contract execution is contingent upon City Council approval of the required budgetary allocations and adjustments reflected in Tables 2.

Table 1: Current Available Funding

412-5-9373-660	\$24,299.00
100-5-9323-660	\$16,701.00
100-5-1531-301	\$2,942.80

Table 2: Budget Adjustment Requested

2025/2026 CIP Program	Account No.	Decrease	Increase
City Building Lighting Retrofit	100-5-9373-660		\$19,643.80
City Hall & Other City Facility Improvements	100-5-9323-660	\$16,701.00	

Maintenance Buildings and Improvements	100-5-1531-301	\$2,942.80	
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OPTIONS:

In addition to the recommended action, the City Council may consider the following alternatives:

1. Do Not Approve the Project:
Decline to authorize Phase II of the LED lighting upgrades. This would delay or eliminate anticipated energy savings, maintenance reductions, and facility lighting improvements.
2. Direct Staff to Re-Solicit Bids:
Instruct staff to issue a new competitive solicitation for Phase II. This may provide additional pricing comparisons but could result in project delays and potential cost increases due to market conditions.

ATTACHMENTS:

[EXHIBIT A: PEC Maintenance Agreement 2026.pdf](#)

**CITY OF SANTA PAULA
MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 5th day of May, 2026 by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Pacific Energy Concepts, LLC with its principal place of business at 210 West 3rd Street Vancouver, WA 98660 ("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 installation of facility lighting 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 the Installation of LED Facility Lighting project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from June 1st 2026 to September 30th 2026, 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.

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" attached hereto and incorporated herein by reference. The total compensation shall not exceed FORTY-THREE THOUSAND NINE HUNDRED FORTY-TWO DOLLARS AND 80 CENTS (\$43,982.80) without written approval of City's Parks & Recreation Director. 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. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.3 Responsibilities of Contractor.

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

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

Services. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

3.3.8 Period of Performance and Liquidated Damages.

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars (\$100.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA

requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

3.3.10.7 Water Quality.

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

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

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

Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

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

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

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

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

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

sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

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

3.3.13 Bonds.

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

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

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

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

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

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

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

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

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not

such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that

may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Contractor:

Pacific Energy Concepts, LLC
210 W 3rd St

Vancouver, WA 98660
Attn: Jon Guzman

City:

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

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

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

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

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

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

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

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

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and

not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

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

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

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

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

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA
AND PACIFIC ENERGY CONCEPTS, LLC**

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

CITY OF SANTA PAULA

PACIFIC ENERGY CONCEPTS, LLC

Approved By:

Dan Singer
City Manager

Approved as to Form:

Monica Castillo
City Attorney

Attested By:

Julie Latshaw
City Clerk

By: _____

Printed Name: Jon Guzman

By: _____

Printed Name: Tyler Hensley

Contractor's License Number and
Classification

DIR Registration Number

QUOTE



Quote #: 105829
Date: April 16, 2026
Expiration Date: May 31, 2026

Customer / Bill To
City Of Santa Paula, CA LED Project Attn: Gregory Barnes 970 E Ventura St Santa Paula, CA 93060

Project Site / Ship To
City Of Santa Paula, CA LED Project Attn: Gregory Barnes, Director 970 E Ventura St Santa Paula, CA 93060

[illegible]

Purchase Order #: _____

210 West 3rd Street, Vancouver, WA 98660 | Phone: 360-571-3200 | Fax: 360-573-1430 | www.pecnw.com

EXHIBIT A

SCOPE OF WORK

Sales Engineer:

Jon Guzman | 360-605-7385 | jonathan.guzman@pecnw.com

Solution Engineered for:

City Of Santa Paula, CA LED Project
Est. Blended Rate: \$ 0.26 / kWh
Original Proposal Date: 11/20/2025



How we calculate your current energy costs:

Estimated Blended Rate	Existing kWh Consumption (scope)	Baseline Cost / Existing Energy Spend (scope)
\$0.260	31,883	\$8,290

No	Area	Existing Qty ³	Existing Fixture	Fixture Wattage	Annual Hours ^{3,4}	Existing Annual kWh	Custom Engineered Solution	Qty ³	System Wattage	Projected Annual Hours ⁴	Projected Annual kWh	kWh Saved	Annual Energy Savings	Annual Maintenance Savings
1	Cultural Arts	2	200W LED Flood	200	2,085	834	PEC LED Flood	2	75	2,085	313	521	\$136	\$0
2	Cultural Arts	9	150W Metal Halide Canopy	188	2,085	3,528	PEC LED Canopy	9	20	2,085	375	3,153	\$820	\$108
3	Cultural Arts	3	30W LED Strip (4ft, Wet)	30	4,380	394	PEC LED Strip (4')	3	25	4,380	329	66	\$17	\$0
4	Corporate Yard	4	4' 2-Lamp T8 Troffer (2x4)	67	2,085	559	PEC Retrofit TLED Troffer (2'x4')	4	30	2,085	250	309	\$80	\$11
5	Corporate Yard	3	8' 2-Lamp T8 Strip (8ft)	124	2,085	776	PEC LED Strip (8')	3	65	2,085	407	369	\$96	\$10
6	Corporate Yard	3	30W LED Strip (4ft, Wet)	30	2,085	188	PEC LED Strip (4')	3	25	2,085	156	31	\$8	\$0
7	Corporate Yard	2	8' 4-Lamp T12 Strip (8ft)	346	2,085	1,443	PEC LED Strip (8')	2	65	2,085	271	1,172	\$305	\$33
8	Corporate Yard	3	100W LED Strip (8ft)	100	2,085	626	PEC LED Strip (8')	3	65	2,085	407	219	\$57	\$0
9	Corporate Yard	3	4' 4-Lamp T8 Troffer (2x4)	134	2,085	838	PEC Retrofit TLED Troffer (2'x4')	3	30	2,085	188	651	\$169	\$16
10	Palm Water Yard	4	4' 4-Lamp T8 Wrap (4ft)	134	2,085	1,118	PEC LED Wrap	4	16	2,085	133	984	\$256	\$21
11	Palm Water Yard	1	150W Metal Halide Screw-In Lamp	188	2,085	392	PEC LED Can	1	9	2,085	19	373	\$97	\$12
12	Palm Water Yard	12	30W LED Wrap (4ft)	30	2,085	751	PEC LED Wrap	12	16	2,085	400	350	\$91	\$0
13	Palm Water Yard	1	150W Metal Halide Flood	188	2,085	392	PEC LED Flood	1	75	2,085	156	236	\$61	\$12
14	Palm Water Yard	5	200W LED Flood	200	2,085	2,085	PEC LED Flood	5	75	2,085	782	1,303	\$339	\$0
15	Palm Water Yard	4	4' 2-Lamp T8 Strip (4ft)	67	2,085	559	PEC LED Strip (4')	4	25	2,085	209	350	\$91	\$11
16	Palm Water Yard	13	4' 4-Lamp T8 Wrap (4ft)	134	2,085	3,632	PEC LED Wrap	13	16	2,085	434	3,198	\$832	\$69
17	Public Works	50	4' 3-Lamp T8 Troffer (2x4)	83	2,085	8,653	PEC Retrofit TLED Troffer (2'x4')	50	30	2,085	3,128	5,525	\$1,437	\$156
18	Public Works	1	2' 2-Lamp T8 Troffer (2x2)	31	2,085	65	PEC LED Troffer (2'x2')	1	20	2,085	42	23	\$6	\$3
19	Youth Center	2	100W LED Wall Pack	100	4,380	876	PEC LED Wall Pack	2	40	4,380	350	526	\$137	\$0
20	Youth Center	2	2' 2-Lamp T8 Wrap (2ft)	31	2,085	129	PEC Retrofit TLED Bulb (2')	2	8	2,085	33	96	\$25	\$5
21	Youth Center	16	4' 3-Lamp T8 Troffer (2x4)	83	2,085	2,769	PEC Retrofit TLED Troffer (2'x4')	16	30	2,085	1,001	1,768	\$460	\$50
22	Youth Center	1	150W Metal Halide Wall Pack	188	4,380	823	PEC LED Wall Pack	1	40	4,380	175	648	\$169	\$25
23	City Hall - Additional Canopies	8	13W Compact Fluorescent Canopy	13	4,380	456	PEC LED Canopy	8	20	4,380	701	-245	-\$64	\$62
													\$0	
	Grand Total	152				31,883		152			10,258	21,625	\$5,625	\$604

Annual Energy Savings with PEC Custom Engineered Solution:

New Annual Spend
\$2,665



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2025

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

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

PRODUCER HUB International Northwest, LLC PO Box 10167 Eugene OR 97440	CONTACT NAME: Jessica Fierling PHONE (A/C, No, Ext): 541-687-1117 FAX (A/C, No): 541-342-8280 E-MAIL ADDRESS: jessica.fierling@hubinternational.com												
INSURED Pacific Energy Concepts, LLC dba Pacific Energy Concepts K2SM Investments LLC 210 W 3rd St Vancouver WA 98660	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : Hanover Insurance Company</td><td>NAIC # 22292</td></tr><tr><td>INSURER B : Massachusetts Bay Insurance Company</td><td>22306</td></tr><tr><td>INSURER C : Allmerica Financial Benefit Insurance Company</td><td>41840</td></tr><tr><td>INSURER D : Palomar Excess and Surplus Insurance Company</td><td>16754</td></tr><tr><td>INSURER E : Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER A : Hanover Insurance Company	NAIC # 22292	INSURER B : Massachusetts Bay Insurance Company	22306	INSURER C : Allmerica Financial Benefit Insurance Company	41840	INSURER D : Palomar Excess and Surplus Insurance Company	16754	INSURER E : Arch Specialty Insurance Company	21199	INSURER F :	
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INSURER D : Palomar Excess and Surplus Insurance Company	16754												
INSURER E : Arch Specialty Insurance Company	21199												
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:** 30736257**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	ZD2D326119	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	AW2D326656	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y		UH2D326120	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WD2D32612208	8/1/2025	8/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Cyber Liability E&O/Professional Liability Pollution Liability			PLM-CB-SSAGEP7WE-002 PDCPP0046201	8/1/2025 8/1/2025	8/1/2026 8/1/2026	Limit: 3,000,000 Limit: \$1,000,000 Limit: \$1,000,000 Agg: \$1,000,000 Agg: \$1,000,000

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

**Property Liability - Policy #ZZ2D326119 - BPP Limit \$1,698,373 - Effective 8/1/2025 to 8/1/2026 - Hanover Insurance Company

**Crime Liability - Policy #7092702595 - Limit \$1,000,000 - Effective 8/1/2025 to 8/1/2026 - CNA Insurance

**Excess Liability - Policy EX-A9265420 - Limit \$5,000,000 - \$5mil X \$10Mil Effective 2/4/2025 - 8/1/2026 - Travelers

Certificate holder and all entities required by written contract are included as additional insureds on a primary and non-contributory basis with waiver of subrogation as respects to the auto liability and the general liability including completed operations, per attached endorsements. Subject to policy limits, terms, conditions, and exclusions. Umbrella policy follows form for additional insured, primary and non-contributory with waiver of subrogation per attached form 475-03221214. Excess Liability policy EX-A9265420 is follow form per Form Number XP 0001 0514 Owners and officers excluded will not be on jobsite. Waiver of Subrogation is endorsed for Workers Comp, limits are per statute.

City of Santa Paula Parks & Recreation is included as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of 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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: James Mason, Community & Economic Development Director

Subject: ACCEPTANCE OF QUITCLAIM DEED FROM FARMERS IRRIGATION
COMPANY FOR PROPERTY IN FAGAN BARANCA

Date: May 5, 2026

Agenda Item: 9.E

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt Resolution No. 7613 accepting real property designated Assessor's Parcel Number (APN) 102-0-302-02 and approving a quitclaim deed from Farmer's Irrigation Company

BACKGROUND:

Farmers Irrigation Company, a California corporation, owns real property located within the Fagan Barranca area near the 200 block of Trinity Lane, identified as APN 102-0-302-02 ("Property"). The Property is adjacent to land currently owned by the City of Santa Paula.

Farmers Irrigation Company has offered to convey the Property to the City for nominal consideration of one dollar (\$1.00) via a Quitclaim Deed. The acquisition would consolidate ownership of land in the area and provide the City with additional control over property adjacent to existing City-owned land.

The property previously contained nine eucalyptus trees that required removal. Due to the significant cost associated with removal and ongoing maintenance, the City was initially hesitant to accept ownership of the property until these trees were addressed. The property owner has since completed the removal of all nine eucalyptus trees, thereby eliminating a substantial financial and operational burden that would have otherwise fallen to the City.

Additionally, as staff continues to explore and pursue potential grant funding opportunities for future restoration and improvement projects, property ownership remains a critical factor in eligibility and competitiveness. Securing ownership of the site positions the City more favorably to apply for and receive grant funding, as many programs prioritize or require public ownership or long-term site control. As such, the transfer of the property not only resolves prior maintenance concerns but also enhances the City's ability to leverage external funding sources for future enhancements.

ANALYSIS:

Acceptance of the Property will further the City's long-term planning and operational interests in the Fagan Barranca area. Acquiring this parcel provides the City with flexibility for future use, maintenance, and potential improvements, while also ensuring coordinated management of adjacent publicly owned land.

The conveyance is being completed through a Quitclaim Deed, transferring all of the grantor's interest in the Property to the City without warranty. The transaction is for nominal consideration and represents a beneficial acquisition opportunity for the City. The subject property presents minimal potential for environmental risk and is contiguous to existing City-owned properties; therefore, a Phase I Environmental Site Assessment is not recommended.

Staff has reviewed the proposed conveyance and finds that it is in the best interest of the City to accept the Property. The Resolution (Attachment A) authorizes the City Manager to execute all necessary documents and take all actions required to complete the acquisition.

STRATEGIC PLAN:

The acquisition of this property is in alignment with the expansion and improvement of the Fagan Barranca as outlined in:

City Council Strategic Goal D. Healthy, Connected and Thriving Community,
Objective 5. Fagan Barranca Park Master Plan - Pursue funding and build partnerships to implement Master Restoration Plan.

FISCAL IMPACTS:

The Property will be acquired for nominal consideration of \$1.00. There are no significant immediate fiscal impacts associated with the acquisition. Future maintenance or improvements, if any, would be subject to future City Council consideration and budget appropriation.

OPTIONS:

The City Council may:

1. Decline to accept the parcel; and/or
2. Request further information from staff; and/or
3. Provide alternative direction to staff.

ATTACHMENTS:

[ATTACHMENT A - Reso Accepting FICO parcel](#)

ATTACHMENT A

Resolution No. 7613

Acceptance of Property

RESOLUTION NO. 7613

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ACCEPTING REAL PROPERTY DESIGNATED ASSESSOR'S PARCEL NUMBER (APN) 102-0-302-02 AND APPROVING A QUITCLAIM DEED FROM FARMERS IRRIGATION COMPANY

The City Council of the City of Santa Paula hereby resolves:

SECTION 1: Recitals.

- A. Farmers Irrigation Company, a California corporation ("Farmers"), is the owner of real property generally located in Fagan Barranca at the 200 block of Trinity Lane adjacent to existing City-owned land designated APN 102-0-302-02 ("Property").
- B. Farmers has offered to convey the Property to the City of Santa for One Dollar (\$1.00) and will transfer ownership of the property to the City through a quitclaim deed.
- C. The City Council now desires to accept the Property and approve the quitclaim deed finding it in the best interest of the City.

SECTION 2: The recitals set forth above are true and correct.

SECTION 3: CEQA Compliance. The City Council hereby finds and determines that the acceptance of the Property and approval of the quitclaim deed is not a "project" under the CEQA because the proposed action does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14 California Code of Regulations § 15061(b)(3).

SECTION 4: Acceptance of Property. The Quitclaim Deed attached as Exhibit A conveying the Property, as described therein, is hereby accepted and approved. Pursuant to Government Code Section 27281, the City Manager is authorized to accept the Property and to take all steps needed to acquire the Property.

SECTION 5: Recordation upon Acceptance. Upon City Manager's execution of the Certificate of Acceptance, the City Council directs the City Clerk to cause recordation of the quitclaim deed, the Certificate of Acceptance, and any such other documents and instruments as may be necessary or convenient to accept the Property, with the Office of the Clerk-Recorder of the County of Ventura.

SECTION 6: The City Clerk shall attest and certify to the passage and adoption of this Resolution, which shall become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Santa Paula
this 5th day of May 2026.

Carlos Juarez, Mayor

Attest:

Julie Latshaw, City Clerk

Approved as to form:

Monica Castillo, City Attorney

Approved as to content:

Dan Singer, City Manager

STATE OF CALIFORNIA COUNTY OF VENTURA CITY OF SANTA PAULA

I, _____, Julie Latshaw, CITY CLERK of the City of Santa Paula do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Santa Paula held on the ____ day of _____ 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Santa Paula, California this ____ day of _____ 2026.

Julie Latshaw, City Clerk

EXHIBIT A

Quitclaim Deed

[attached behind]

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Dan Singer, City Manager

Subject: LICENSE AGREEMENT AND MOU WITH THE RESPONSIBLE ENERGY COUNCIL FOR PARTIAL USE OF THE UNION OIL BUILDING

Date: May 5, 2026

Agenda Item: 10.A

RECOMMENDATION:

Staff Recommends that the City Council:

1. Authorize the City Manager to enter into a license agreement with the Responsible Energy Council for use of the Union Oil Building and a Memorandum of Understanding (MOU) for content management.

Presented by: Dan Singer, City Manager

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 included 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 numerous 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.

On August 6, 2025, the City Council authorized 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 with Leap Lab occupying most of downstairs and the Historical Society using some storage and an office upstairs.

City staff had also been negotiating with the California Oil Museum to occupy upstairs and

assist the city with content management of the City's large holdings of artifacts and archives. However, during the process, the California Oil Museum Board determined that they no longer were interested in occupying space in the Union Oil Building or assisting the city with managing the museum content.

As a result, City staff reached out to the Responsible Energy Council (REC), a regional non-profit who had done some community projects and volunteer work in Santa Paula and who had expressed a deep interest in helping to protect and preserve the City's oil history and holdings.

REC has proposed not only to pay a fee for the use of available upstairs space, but also to fund the costs associated with cataloging and preserving the collection. This was shared with City Council at a study session on November 5, 2025 and then brought to Council in January 2026 for consideration. Since that time, numerous meetings and discussions have occurred which have altered the agreements to more closely align with the recently updated Leap Lab agreement and to reflect the City's archives being loaned to REC.

ANALYSIS:

Attached to this staff report are a license agreement for use of the identified space (Attachment A), a Memorandum of Understanding (MOU) outlining guidelines for content and collection management (Attachment B), and a prior letter of support from the Santa Paula Historical Society (Attachment C).

Staff lacks the specialized expertise, capacity, and resources required to properly catalog, preserve, and manage the Union Oil Building collection. Therefore, staff recommends proceeding with both the license agreement and the Memorandum of Understanding (MOU).

Key terms of the license agreement include the following:

1. License Area: 4,416 square feet that includes second-floor office space and a portion of the Rig Room (behind the railing).
2. Term: May 5, 2026 to June 30, 2031, with up to three successive five-year renewal terms, subject to mutual agreement of the parties.
3. Fee: \$2,208.00 per month (\$.50 per sq. ft.)
4. Payment Commencement Date: First of the month starting six (6) months from possession.
5. Right of First Refusal: Six months before the end of the initial term and the end of any subsequent 5-year renewal term, City must first offer any area of the Union Oil Building and Rig Room (together, the "Facility") to REC not under a current license.
6. Exclusive 90-Day Negotiation: If the City offers to license additional available space to REC other than when it is required to do so at the end of any 5-year term, the parties must negotiate for 90 days before the City can offer the space to another party.
7. Utilities: If not sub-metered, each licensee of the Facility will pay a percent of utilities equal to the percent of the total licensed area of the Facility that it occupies. If sub-metered, REC will pay its actual usage directly.
8. City Termination: City may terminate for breach with 30 days' notice and 30 days' opportunity to cure. City may terminate immediately for unauthorized alterations, copying keys or changing locks without city approval, or unsafe use of the Facility. City may terminate without cause with 180 days' notice, which may be extended to allow

vacation of the license area.

9. REC Termination: REC may terminate without cause with 30 days' written notice.
10. Release: All guests must sign a City-provided release of liability.
11. Access: Licensee and guests have access to the Facility at any time.
12. City Access: City may use and access the facility at any time, with at most times giving three business-days' notice to REC.
13. Disagreements: City is the final arbitrator of disagreements between REC and any other licensee regarding Facility or property use.
14. Signs: REC may install signage at the main door denoting the Facility, subject to compliance with city regulations for alterations to historic buildings.
15. Maintenance: City is responsible for security and maintenance of the property.
16. Indemnification: REC must indemnify, hold harmless, and defend the City against claims arising out of the License, unless caused by City's negligence or misconduct.

Key terms of the MOU include the following:

1. REC Responsibilities:
 - a. Inventory, manage, and maintain Santa Paula historical items, artifacts, exhibits, vehicles, equipment, and documents related to the oil and gas industry at the Facility and offsite storage facilities (the "Collection").
 - b. Engage a professional museum archivist to implement a plan to guide the inventory, storage, and preservation of the Collection ("Collection Plan").
 - c. Make the Collection available to others by formal appointment.
 - d. Display and maintain items in the Rig Room as required by the terms of the Lundgren Endowment. The Lundgren Endowment refers to the Oil Museum Endowment Fund formed in 1999 with donations of money and historical items from Carolyn Crosby Lundgren to support the mission of the California Oil Museum.
2. City Responsibilities:
 - a. Enter an Outgoing Loan Agreement with REC to place the Collection on indefinite loan to REC.
 - b. Announce the partnership between City and REC formed to ensure the long-term preservation of and accessibility to the Collection.
 - c. Support REC with seeking and procuring external funding opportunities for the Collection.
 - d. Work with REC to carry out the requirements and purpose of the Lundgren Endowment.
3. Term: May 5, 2026 to termination of Outgoing Loan Agreement
4. Collection Inventory and Loan:
 1. Starting on the effective date, REC will take possession of the Collection and may begin an inventory of items.
 2. 180 days from the effective date, or later if extended by the parties, REC will prepare the inventory.
 3. At the end of the inventory or no later than five years from the effective date, City will place the Collection on indefinite loan to REC through an Outgoing Loan Agreement.
5. Right of First Refusal: City will give REC 30 days' prior notice of any decision to transfer ownership of the Collection and REC will have a right of first refusal for 30 days from such notice to obtain title.
6. The Collection Plan will consist of the below steps, described in greater detail in the

MOU.

- a. Catalog Collection contents and save electronically on a collections management system
- b. Execute storage and organization of physical Collection
- c. Build trained volunteer staff to support Collection Plan
- d. Follow below suggested implementation timeline

Phase	Timeline	Focus
Phase 1	Months 1–2	Space prep, shelving install, environmental controls
Phase 2	Months 2–4	Inventory + triage, volunteer recruitment, CMS setup
Phase 3	Months 4–12	Full cataloging, rehousing, photography
Phase 4	Ongoing	Maintenance, research, exhibit planning

Representatives from REC will be available at the meeting to speak to their plans and take any Council questions.

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, this license agreement will result in annual revenue to the City in the amount of \$26,496. The funds will be used to support the ongoing facility maintenance programs for the Union Oil Building, in accordance with the adopted policy. Monthly payments will begin six months after the REC takes possession of the licensed space, in order to accommodate time for them to get settled in. Staff will return at the mid cycle budget review to request an increased revenue allocation for fund 207 (Oil Building).

OPTIONS:

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

1. Do not approve the license agreement and MOU.
2. Provide alternative direction to staff.

ATTACHMENTS:

[Att A - REC License Agreement.pdf](#)

[Att B - REC MOU.pdf](#)

[Att C - REC LETTER_OF_SUPPORT_12.1.25.pdf](#)

ATTACHMENT A

**FACILITY LICENSE AGREEMENT
(Union Oil Building)**

THIS FACILITY LICENSE AGREEMENT (“**Agreement**”) is entered into effective May 5, 2026, by and between the City of Santa Paula, a municipal corporation (“**City**”) and The Responsible Energy Council, Inc., a California nonprofit 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, concurrently with the execution of this Agreement, the City and Licensee are entering into a Memorandum of Understanding (“**MOU**”) attached hereto as Exhibit A related to the archiving and preserving of important Santa Paula historical items and oil artifacts and documents (collectively, the “**Artifacts**”) located within the Union Oil Building and the location known as the “Rig Room” (“**Facility**”), which is located on the Property (“**Activity**”),

C. WHEREAS, the City wishes to grant a license to Licensee to access and use the Property to undertake the Activity pursuant to the MOU, subject to the City’s oversight and approval as set forth herein.

D. WHEREAS, the City desires to make the Facility available to Licensee to conduct the Activity within the Facility in accordance with the terms of 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 (except as set forth in 2.b., below) 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 4,416 square feet of the Facility, which will include office space on the second floor as well as the space behind the railing in the Rig Room, as shown in Exhibit B (“**License Area**”). With respect to any other licensee of the Facility, 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 approximately a five-year term from May 5, 2026 (“**Effective Date**”) to June 30, 2031, 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 (each, a “**Renewal Term**”) upon mutual 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 below (Termination), 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 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.** At least six (6) months before the end of the Initial Term, and each additional five-year term thereafter, if any, City shall give Licensee written notice of the availability of the License Area and other areas of the Facility not under a current license agreement (“**New License Area**”). Upon notice, the Parties shall have 90 days to negotiate a reasonable fee for the License Area and New License Area, if applicable, for the next five-year term. At or before the end of the 90-day negotiation period, City shall extend an offer to Licensee, which Licensee must accept 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.

c. **New License Area.** Notwithstanding subsection (b) above, the City in its sole and absolute discretion may notify Licensee that a New License Area is available. If such notice of availability is made to the Licensee, the fees and occupation date for the New License Area shall be negotiated in good faith within 90 days of the City’s notice. If the Parties do not enter an amendment to this Agreement that adds the New License Area within the 90-day negotiation period, the City may license the New License Area to a third party. If an amendment is entered, the term for such New License Area will be adjusted to coincide with the existing five-year term and subject to the same renewal terms as above.

5. **Licensee Fee; Costs.**

a. **Amount.** City shall be paid a fee of \$.50 per square foot at a monthly rate of \$2,208.00 (“**License Fee**”) on the first of each month starting six (6) months from the date Licensee obtains possession of the License Area (the “**Rent Commencement Date**”); provided, however, that should the Rent Commencement Date be any date other than the 1st of a month, such first month’s License Fee shall be prorated for the actual number of days remaining in said month from the Rent Commencement Date.

b. **Utilities.** The City shall use reasonable efforts to have the electrical circuits used by Licensee either (A) placed on a separate meter or (B) placed on a submeter from the rest of the Property’s electrical circuits. Payment for water, gas, trash, electrical, and internet (the “**Utilities**”) shall be handled as follows:

c. **Prior to Separate Metering or Sub-metering.** Leap Lab is the account holder for the Utilities. Licensee will pay Leap Lab its Proportionate Share (as defined below) of all Utilities.

d. **Following Separate Metering or Sub-metering.** Following the City's installation of a separate meter or submeter for Licensee's electrical circuits, Licensee shall (A) either pay for its actual electrical usage directly (if separately metered) or to Leap Lab (if sub-metered) and (B) pay to Leap Lab its Proportionate Share of all other Utilities.

e. **Pro-Rata Allocation.** Licensee shall pay a percent of Utilities equal to the percent of the total licensed area of the Facility that it occupies ("**Proportionate Share**"). By way of illustration, if Licensee A uses 2,000 square feet of the total 8,000 square feet of a building, Licensee A will pay 25% of utilities.

f. **Expense Review.** City, Leap Lab, and Licensee will review each licensee's Proportionate Share of Utilities expenses six (6) months after Licensee's active use of the Facility. "Active Use" means Licensee has occupied the entire Licensed Area. At the time of the six-month review, in the event expenses are not proportionate to each Facility licensee's Utilities use as shown in Utilities records and other credible evidence, then City, Leap Lab, and Licensee will negotiate the Proportionate Share in good faith to reflect the actual percent attributable to each Facility licensee. To make warranted adjustments to other licensee's Proportionate Share, the City agrees to re-negotiate in good faith the terms of utility expenses in other existing license agreements. In general, the percent of total utility costs attributable to first floor licensees will be 60% and total utility costs attributable to the second floor licensees will be 40%.

g. **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.

6. **Termination.**

a. City, through its City Manager or his or her designee, may terminate this Agreement and revoke this License for cause upon providing written notice to Licensee (i) no less than thirty (30) days prior to the effective date of termination, and providing Licensee thirty (30) days to cure any breach, including in the event that fails to perform its duties as a mission-driven 501c(3) non-profit organization in service to the public; or (ii) immediately with cause in the event of Licensee's unauthorized alterations to 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 City in its sole reasonable discretion. City may terminate this Agreement without cause upon providing no less than one hundred eight (180) days' prior written notice to Licensee. The termination date may be extended by City, in its sole reasonable discretion, for such additional period as City deems necessary to allow Licensee to vacate the License Area.

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 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 and provide copies to City upon request within two (2) business days.

8. **Equipment.** Licensee shall provide City with a list of equipment 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, or any other personal property, brought to the Facility by the Licensee or Licensee's invitees.

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 President and Vice 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 every day of the week at any time.

b. **City Use.** City reserves the right to use and access the Facility at any time, including, but not limited to, those days and times that Licensee is authorized to use and access the Facility pursuant to this Agreement. When City, in its sole and absolute discretion, has decided to use the Facility for any purpose, Licensee shall not be authorized to use or access the Facility to the extent directed by City. City also reserves the right to close the Facility any specific day or for an extended period of time. In most cases, the City will give Licensee three (3) business days' written notice before closing and/or using the Facility. City may provide shorter notice or no notice in emergencies or when deemed necessary for public safety or municipal operations, as determined by the City Manager or his or her designee.

c. **Common Use Areas; Reservations.** Licensee shall have access to Facility restrooms, kitchen, and common areas, subject to any restrictions imposed by the City to maintain such areas. Common areas, including but not limited to the courtyard and second-floor conference room, 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. **Licensee Improvements.** No improvements, alterations, or repairs shall be made to the Facility or Property by Licensee 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. Subject to City regulations regarding alterations to historic buildings and signs, including but not limited to Santa Paula Municipal Code § 16.33.060 and Ordinance No. 816, Licensee may install signage above or on the main (center) door, denoting the Facility.

12. **Maintenance.** The City shall be responsible for all security and maintenance related to the Property. The City shall also be responsible for the cleaning and providing janitorial services for all

common areas of the Property, including restrooms. Licensee shall maintain the Licensed Area 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 Licensed Area to its original condition in which the Licensed Area existed immediately prior to the date of this Agreement. If Licensee fails to commence performing the work required by this Section within thirty (30) 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.

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, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless City of Santa Paula, its City Council, each member thereof, and its directors, officers, and employees, agents, volunteers, 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) Licensee's use of the Property and Facility; (iv) general maintenance performed by Licensee in the Licensed Area; or (v) presence of Licensee's personal property (which, for clarity, excludes the Artifacts), including but not limited to any acts or omissions of Licensee's members, invitees, guests, or visitors – but not the invitees, guests, or visitors of Leap Lab or users of the conference room. 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. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the negligence or misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or misconduct of the

Indemnified Party, then Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability. Notwithstanding the foregoing, the parties acknowledged that (i) the Facility may not be in compliance with the Americans with Disability Act (the "**ADA**") and Licensee shall not be responsible for ensuring that the Facility becomes compliant with the ADA and (ii) Licensee shall have no liability for the Facility's failure to be in compliance with the ADA.

b. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, 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 Licensee 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 Licensee 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 negligence or willful misconduct of the Indemnified Party, Licensee shall submit a claim to the City of Santa Paula 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.

a. 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 entering the Facility 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.

b. Throughout the term of this License, City shall maintain the City Policy (as defined below) in full force and effect with insurers (or a risk pool) authorized to do business in California and reasonably acceptable for municipal risks. The City Policy shall be written on an occurrence basis (or the closest commercially available equivalent for municipal coverage) and shall insure against liability for bodily injury, property damage, and personal and advertising injury arising in connection with City's ownership, use, occupancy, operation, or maintenance of the Property. City shall cause Licensee to be included as an additional insured under the City Policy. Such additional insured status shall be provided by endorsement (or, if City is self-insured or participates in a public entity risk pool, by written coverage confirmation customarily used by City for additional insureds). With respect to claims within the scope of such additional insured coverage, the City Policy shall apply as primary insurance to Licensee and shall not seek contribution from any insurance carried by Licensee. City shall use commercially reasonable efforts to cause the City Policy to include an endorsement reflecting primary and noncontributory status as to

licensee for such additional insured coverage. For purposes of this Section 17, "City Policy" shall mean the commercial general liability policy (or self-insured liability program evidenced by a memorandum or certificate of coverage) maintained by City that provides coverage for third-party bodily injury, property damage, and personal and advertising injury arising out of City's ownership, use, occupancy, operation, or maintenance of the Property.

18. **Assumption of Risk and Waiver.** To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any Licensee's 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, 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 delivered via electronic mail at the addresses indicated below to the extent allowed by law and/or in writing via paper copies. If delivered in writing via paper copies, notices, requests, or approval 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
 gbarnes@spcity.org

If to Licensee: C. Olivia Simonson, President

FACILITY LICENSE AGREEMENT

Clifton Simonson, Vice President
Responsible Energy Council, Inc.
1746-F South Victoria Avenue
#245
Ventura, CA 93003
Olivia.simonson@gmail.com
Clif.simonson@gmail.com

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.

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.

32. **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.

33. **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

THE RESPONSIBLE ENERGY COUNCIL, INC

Dan Singer, City Manager

Olivia Simonson, President

APPROVED AS TO FORM:

Clifton Simonson, Vice President

Monica Castillo, City Attorney

ATTESTED BY:

Julie Latshaw, City Clerk

EXHIBIT A
City MOU with REC

[attached behind]

May 5, 2026

Board of Directors

Olivia Simonson
President

Clif Simonson
Vice President

John Harris
Treasurer

Vaughn Thompson
Secretary

Mike Umbro
Member

**History & Heritage
Advisory Committee**

Michael Shanklin

Justin Campbell

Tim Truwe

Mike Nelson

Bob Orlando

Mr. Dan Singer

City Manager - City of Santa Paula
970 E Ventura St, Santa Paula, CA 93060

Submitted via email: dsinger@spcity.org

Subject: Memorandum of Understanding - Management of Oil and Gas Collection

Dear Mr. Singer,

This Memorandum of Understanding ("MOU") is entered into between the City of Santa Paula ("City") and the Responsible Energy Council, Inc., a California Nonprofit Public Benefit Corporation ("REC").

This MOU shall have the same effective date as the License (as hereinafter defined) ("Effective Date"). Should the License not be executed, this MOU shall not take effect. Individually, the City and REC are referred to as "Party" and collectively as "Parties."

I. OVERVIEW

Objective. This MOU sets the framework for a mutually beneficial relationship between the City and REC, whereby the City shall indefinitely loan the Collection (as hereinafter defined) to the REC in its entirety in accordance with the terms set forth below.

The Collection refers to Santa Paula historical items, artifacts, exhibits, vehicles, equipment, and documents, related to the oil and gas industry located (i) within the Union Oil Building and the Rig Room at 1001 E Main Street in the City of Santa Paula (the "Premises") and (ii) other storage facilities (including but not limited to items stored in facilities owned by Limoneira) ("Offsite Facilities").

Background. In 2023, the City acquired the Building from Chevron USA ("Chevron"), in which the California Oil Museum (the "Museum") was previously located. The Museum was operated by the California Oil Museum Foundation, Inc., a California Nonprofit Public Benefit Corporation (the "Foundation"). As of September 2021, the Foundation elected to pause public-facing Museum operations; however, as of the date of this MOU, the Building and Offsite Facilities continue to house the Collection. The entirety of the Collection consists of items owned by the City and the Foundation.

With the support of the Foundation, the REC seeks to steward the Collection to maintain continuity and support efforts to preserve, exhibit, and steward these important historical items. The City and the REC have engaged in discussions regarding the management and preservation of the Collection for nearly a year. Concurrently with the execution of this MOU, the Parties are

entering a license agreement (the “License”) to allow REC to utilize portions of the second-floor of the Building as well as the Rig Room for these purposes.

II. UNDERSTANDING OF THE PARTIES

a. Responsibilities of the REC. The REC:

- i. Shall inventory, manage, and curate the Collection within the Building in accordance with the terms and conditions of the License and Section III of this MOU. To do so, REC shall engage a professional museum archivist to execute on the Stewardship & Collections Readiness Plan attached hereto as Exhibit A (the “Plan”). The REC intends to use reasonable efforts to use the Plan as a guide for the inventory, storage, and preservation of the Collection (the “Activities”), although the REC makes no representation or warranty that such activities, as set forth in the Plan, will ultimately be feasible or able to be completed within the timeframe outlined in the Plan;
- ii. May make the Collection available to others by formal appointment.
- iii. Shall display and maintain items in the Rig Room pursuant to the Lundgren Endowment (as defined below) terms.

b. Responsibilities of the City. The City will:

- i. Place the Collection on indefinite loan to the REC by entering into an Outgoing Loan Agreement further described in Section III(b);
- ii. Comply with the terms and conditions of the License;
- iii. Announce the partnership between the City and REC to ensure the long-term preservation, care, and accessibility of the Collection housed at the Union Oil Building; and
- iv. Support the REC in seeking and procuring external funding opportunities to enhance the Collection's preservation and exhibition, including access to available endowment funds established to support the museum with the exception of the Chevron endowment fund. For example, the City established the Oil Museum Endowment Fund with a donation from Carolyn Crosby Lundgren (“Lundgren Endowment”) in 1999, as amended thereafter, to support the California Oil Museum in carrying out its mission, including preserving archival material for research purposes. The REC also understands that Ms. Lundgren donated items to the Collection over the years that are subject to specified terms of the endowment. The City will work with the REC to better understand the requirements of the Lundgren Endowment to ensure the intent of the Lundgren Endowment is maintained through REC’s efforts.

III. CONTENT

The City shall place the Collection on indefinite loan to the REC, and the REC shall conduct the Activities in accordance with the Plan. This MOU sets the framework for the loan process, ensures clarity regarding the status

of the items, and specifies other important considerations to ensure a smooth and mutually beneficial relationship between the City of Santa Paula and the REC.

- a. **Agreement to Grant Possession:** Upon the Effective Date of the MOU, the City will allow the REC to take possession of the Collection for purposes of i) taking an inventory in accordance with the requirements outlined in Section III(b)(i-iv) for the Outgoing Loan Agreement (as hereinafter defined), ii) executing the Activities, and iii) fulfilling the Plan. The REC will then have 180 days from the Effective Date to prepare the inventory, with an option to extend for an additional 180 days as mutually agreed upon by the Parties. At the end of the inventory, but no later than five years from the Effective Date, the City will place the Collection on indefinite loan to the REC.
- b. **Agreement to Loan:** Upon completion of the inventory, the City and the REC will sign an Outgoing Loan Agreement to entrust and loan the Collection to the REC indefinitely. The Outgoing Loan Agreement will include:
 - i. A general description of each item or collection;
 - ii. Any known provenance or history of the item(s);
 - iii. The condition of the item(s);
 - iv. The location where each item on loan is kept; and
 - v. Requirements and obligations of the parties for the duration of the agreement.

The agreement will also not allow REC to transfer its responsibilities under this MOU to any other entity or non-profit and will require REC to return all items to the City should REC end operations.

- c. **Right of First Refusal:** Should the City make the decision to sell, donate or otherwise transfer possession or ownership of the Collection, or any part thereof, the City shall give the REC 30 days prior written notice thereof (including all relevant terms of such transfer) and the REC shall have a first right of refusal for 30 days after receipt of such notice to obtain title to such items, on the same terms and conditions as given in the notice received by the REC.

IV. TERM AND TERMINATION

This MOU shall begin as of the Effective Date and remain in effect until the termination of the Outgoing Loan Agreement.

V. MISCELLANEOUS

- a. **Amendments.** Any amendments or modifications to this MOU must be agreed upon in writing by both Parties.
- b. **Conflict Resolution.** In the event of a dispute, both Parties agree to engage in good-faith negotiations to resolve the issue. If the dispute cannot be resolved through negotiation, the Parties may choose to engage in mediation.

- c. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising out of or in connection with this MOU shall be subject to the exclusive jurisdiction of the courts of Ventura County and the State of California.
- d. **Indemnification.** REC agrees to indemnify, defend, and hold the City harmless from any claims, damages, or liabilities ("Claims") arising out of the actions or omissions of REC in the performance of this MOU. Licensee's obligation to indemnify applies unless it is adjudicated that any of the Claims are the result of the negligence or misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or misconduct of the City, then REC's indemnification obligation shall be reduced in proportion to the established comparative liability.
- e. **Counterparts.** This MOU 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.

Very truly yours,

Responsible Energy Council, Inc.,
a California Nonprofit Corporation

By: _____
Clifton Simonson
Its: Vice President

AGREED:

City of Santa Paula

By: _____
Dan Singer
Its: City Manager

Exhibit A

Executive Summary

REC Stewardship & Collections Readiness Plan

Responsible Energy Council (REC)

Union Oil Company Historic Collection – Santa Paula, California

The Responsible Energy Council, Inc. (REC) is undertaking stewardship of the historic Union Oil Company Collection—an irreplaceable archive of Ventura County’s oil and gas heritage. To ensure responsible care, long-term preservation, and future public access, REC will implement a phased Collections Readiness Plan. This plan outlines how the organization will inventory, house, process, and protect artifacts and archival materials while building a sustainable volunteer-driven collections program.

1. Collection Inventory Strategy

Objective: Establish a complete, accurate record of all artifacts and archives to guide preservation, risk management, and future exhibit planning.

Key Steps:

1. Initial Survey (Triage):

- Walkthrough of all storage areas to identify object types, condition concerns, and immediate risks (e.g., mold, pests, unstable materials).
- Prioritize fragile, unique, or at-risk items for early intervention.

2. Assign Record Structure:

- Compare results of the initial survey to the existing accession numbers and archival information developed by the previous Oil Museum Operations. If accession numbers are not identifiable a unique accession number prefix for REC (e.g., REC-2025-###) will be created.
- Define data fields following American Alliance of Museums standards: title, date, provenance, medium, description, measurements, condition, location.

3. Cataloging Workflow:

- Photograph every item with consistent background and lighting.
- Enter basic data first (object category, location, condition).

- All collected information will be saved electronically using PastPerfect software or equivalent, as described in Section 4, below.
- Add extended research fields later (history, use, manufacturer, donor info).

4. Location Tracking:

- Label all shelves and cabinets.
- Maintain both a physical map and digital location catalog.

2. Collections Storage Plan

Objective: To the extent feasible, provide safe, stable, and organized storage that meets industry preservation guidelines.

Environmental Conditions:

- **Light:** Storage areas should remain dark; avoid UV exposure.
- **Air Quality:** Use HEPA filtration if possible; avoid industrial cleaning chemicals.

Storage Guidelines by Material:

- **Paper/Photographs:** Acid-free boxes, vertical folders, interleaving tissue; avoid metal fasteners.
- **Metal Tools/Equipment:** Shelving with inert foam padding; silica gel packets for moisture control.
- **Textiles (uniforms, flags):** Archival garment boxes or padded hangers.
- **Glass Bottles, Gauges, Fragile Items:** Museum-grade padded trays with vibration control.
- **Film, Slides, Magnetic Media:** Dedicated media preservation boxes.

Space Planning:

- Dedicate separate zones for:
 - **Intake/Quarantine** (for condition checks)
 - **Processing Workspace**
 - **Long-term Shelving Storage**
 - **Oversized Equipment Storage**
 - **Archival/Document Room**

3. Volunteer Staffing & Accessioning Plan

Objective: Build a trained, reliable volunteer force to support cataloging, photography, rehousing, and collections research.

Roles & Responsibilities

1. **Collections Lead (Volunteer or Part-Time Staff):**
 - Oversees standards, workflow, and data quality.
 - Coordinates training and ensures safety protocols.
2. **Cataloging Volunteers:**
 - Record object information, handle data entry, and conduct basic historical research.
3. **Photography Volunteers:**
 - Capture consistent, high-quality images; manage digital files.
4. **Rehousing Volunteers:**
 - Prepare boxes, tissue, supports, and mounts; follow clean handling procedures.
5. **Facilities/Handling Volunteers:**
 - Assist with moving large tools, equipment, and industrial artifacts.

Training Components

- Proper handling of oil and gas tools, metal, documents, and glass.
- Object numbering techniques.
- Ethical guidelines (AAM Code of Ethics).
- Basic condition assessment.
- Use of collections management software.

Workflow

1. Intake → 2. Numbering → 3. Photography → 4. Data Entry → 5. Rehousing → 6. Storage → 7. Quality Review

4. Recommended Software

Recommended Collections Management Systems (CMS):

- **PastPerfect** – affordable, widely used by small museums; good for mixed artifacts + archives.
- **CatalogIt** – cloud-based, intuitive, mobile-friendly for fieldwork.

- **CollectiveAccess** – powerful open-source system, customizable (requires setup expertise).
- **ArchivesSpace** – excellent for documents; pairs well with a second CMS for artifacts.
- **Google Workspace** – interim solution for intake logs, spreadsheets, file organization.

Digital Imaging & Storage:

- Adobe Lightroom or Affinity Photo for batch editing
- Backblaze, Google Drive, or Dropbox for cloud redundancy

5. Storage Furniture & Preservation Materials

Shelving & Furniture

- Powder-coated metal shelving (ventilated and adjustable)
- Flat-file cabinets for maps, photos, and posters
- Fire-resistant file cabinets for vital records
- Pallet racks for industrial equipment
- Rolling carts for safe item transport

Archival Supplies

- Acid-free boxes (various sizes)
- Buffered and unbuffered archival tissue
- Polyester/Mylar sleeves for photos, postcards, documents
- Artifact trays with Ethafoam or Volara padding
- Zip-ties or cotton twill tape (not metal wire)
- Silica gel for humidity control
- Soft-bristle brushes for cleaning
- Barcoding labels (optional but helpful)

Specialty Needs for Oil & Gas Collections

- VCI (Vapor Corrosion Inhibitor) storage bags for metal tools
- Vapor-safe cabinets for petroleum-scented objects
- Heavy-duty nitrile gloves for handling oily residues

- HEPA shop vacuum for dust on industrial materials

6. Implementation Timeline (Suggested)

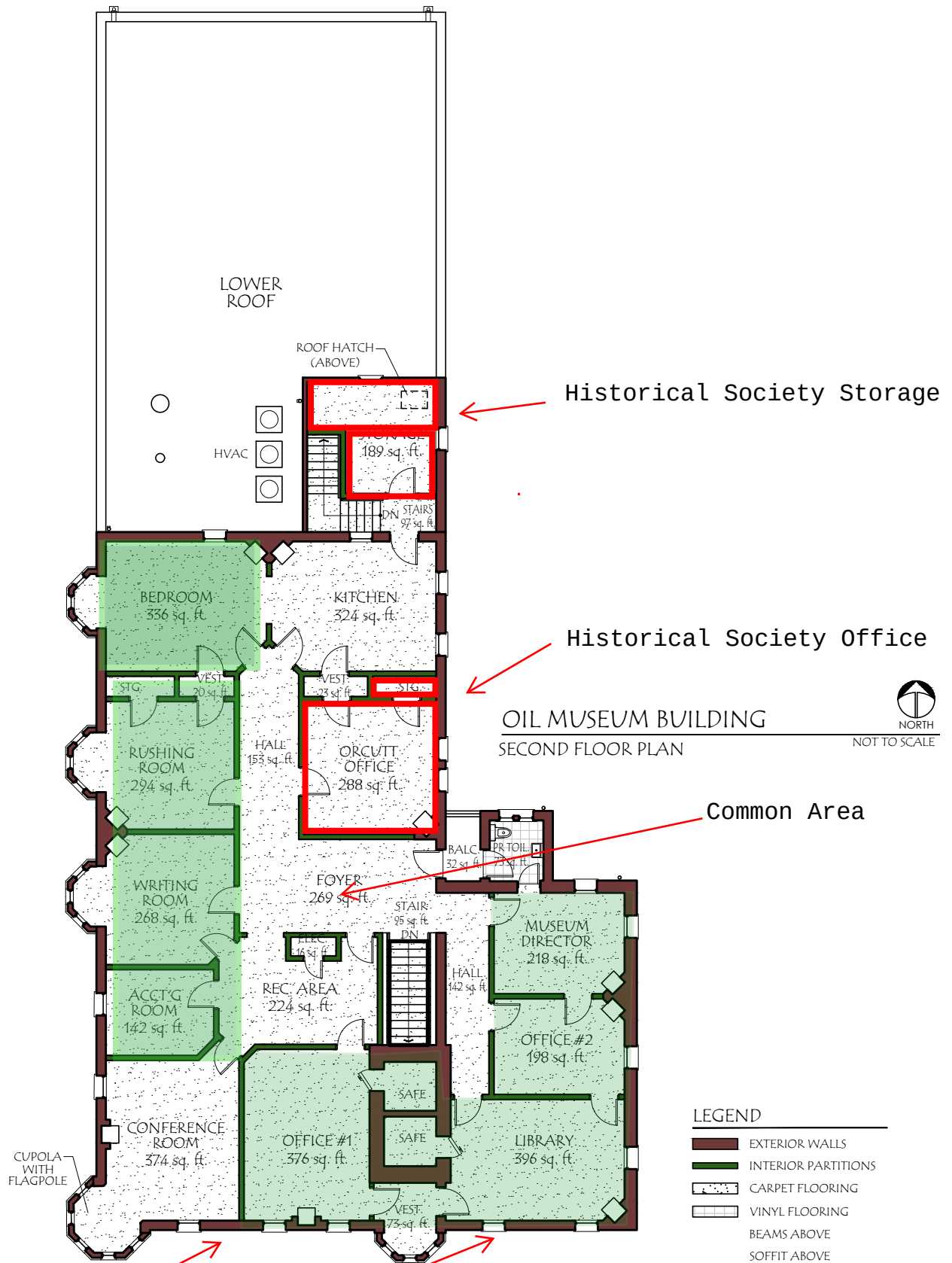
Phase	Timeline	Focus
Phase 1	Months 1–2	Space prep, shelving install, environmental controls
Phase 2	Months 2–4	Inventory + triage, volunteer recruitment, CMS setup
Phase 3	Months 4–12	Full cataloging, rehousing, photography
Phase 4	Ongoing	Maintenance, research, exhibit planning

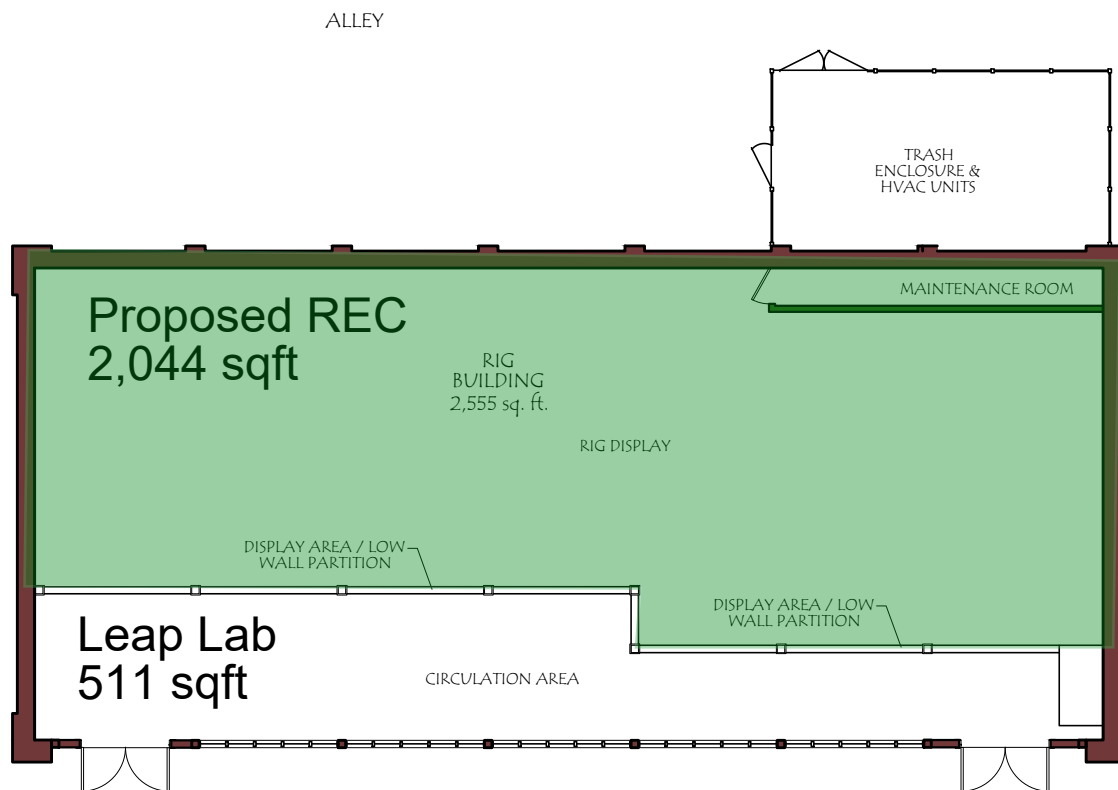
Conclusion

The Responsible Energy Council’s stewardship of the Collection is an opportunity to preserve an essential chapter of California’s energy heritage. By implementing a structured inventory process, establishing archival-grade storage, and building a trained volunteer corps, REC will ensure ethical care, long-term preservation, and meaningful public access to this historically significant collection.

EXHIBIT B
License Area

[attached behind]





OIL RIG BUILDING
FLOOR PLAN 2,555 sq. ft.



LEGEND

- EXTERIOR WALLS
- INTERIOR PARTITIONS
- SOFFIT ABOVE

Exhibit B

ATTACHMENT B

May 5, 2026

Board of Directors

Olivia Simonson
President

Clif Simonson
Vice President

John Harris
Treasurer

Vaughn Thompson
Secretary

Mike Umbro
Member

**History & Heritage
Advisory Committee**

Michael Shanklin

Justin Campbell

Tim Truwe

Mike Nelson

Bob Orlando

Mr. Dan Singer

City Manager - City of Santa Paula
970 E Ventura St, Santa Paula, CA 93060

Submitted via email: dsinger@spcity.org

Subject: Memorandum of Understanding - Management of Oil and Gas Collection

Dear Mr. Singer,

This Memorandum of Understanding ("MOU") is entered into between the City of Santa Paula ("City") and the Responsible Energy Council, Inc., a California Nonprofit Public Benefit Corporation ("REC").

This MOU shall have the same effective date as the License (as hereinafter defined) ("Effective Date"). Should the License not be executed, this MOU shall not take effect. Individually, the City and REC are referred to as "Party" and collectively as "Parties."

I. OVERVIEW

Objective. This MOU sets the framework for a mutually beneficial relationship between the City and REC, whereby the City shall indefinitely loan the Collection (as hereinafter defined) to the REC in its entirety in accordance with the terms set forth below.

The Collection refers to Santa Paula historical items, artifacts, exhibits, vehicles, equipment, and documents, related to the oil and gas industry located (i) within the Union Oil Building and the Rig Room at 1001 E Main Street in the City of Santa Paula (the "Premises") and (ii) other storage facilities (including but not limited to items stored in facilities owned by Limoneira) ("Offsite Facilities").

Background. In 2023, the City acquired the Building from Chevron USA ("Chevron"), in which the California Oil Museum (the "Museum") was previously located. The Museum was operated by the California Oil Museum Foundation, Inc., a California Nonprofit Public Benefit Corporation (the "Foundation"). As of September 2021, the Foundation elected to pause public-facing Museum operations; however, as of the date of this MOU, the Building and Offsite Facilities continue to house the Collection. The entirety of the Collection consists of items owned by the City and the Foundation.

With the support of the Foundation, the REC seeks to steward the Collection to maintain continuity and support efforts to preserve, exhibit, and steward these important historical items. The City and the REC have engaged in discussions regarding the management and preservation of the Collection for nearly a year. Concurrently with the execution of this MOU, the Parties are

entering a license agreement (the “License”) to allow REC to utilize portions of the second-floor of the Building as well as the Rig Room for these purposes.

II. UNDERSTANDING OF THE PARTIES

a. Responsibilities of the REC. The REC:

- i. Shall inventory, manage, and curate the Collection within the Building in accordance with the terms and conditions of the License and Section III of this MOU. To do so, REC shall engage a professional museum archivist to execute on the Stewardship & Collections Readiness Plan attached hereto as Exhibit A (the “Plan”). The REC intends to use reasonable efforts to use the Plan as a guide for the inventory, storage, and preservation of the Collection (the “Activities”), although the REC makes no representation or warranty that such activities, as set forth in the Plan, will ultimately be feasible or able to be completed within the timeframe outlined in the Plan;
- ii. May make the Collection available to others by formal appointment.
- iii. Shall display and maintain items in the Rig Room pursuant to the Lundgren Endowment (as defined below) terms.

b. Responsibilities of the City. The City will:

- i. Place the Collection on indefinite loan to the REC by entering into an Outgoing Loan Agreement further described in Section III(b);
- ii. Comply with the terms and conditions of the License;
- iii. Announce the partnership between the City and REC to ensure the long-term preservation, care, and accessibility of the Collection housed at the Union Oil Building; and
- iv. Support the REC in seeking and procuring external funding opportunities to enhance the Collection's preservation and exhibition, including access to available endowment funds established to support the museum with the exception of the Chevron endowment fund. For example, the City established the Oil Museum Endowment Fund with a donation from Carolyn Crosby Lundgren (“Lundgren Endowment”) in 1999, as amended thereafter, to support the California Oil Museum in carrying out its mission, including preserving archival material for research purposes. The REC also understands that Ms. Lundgren donated items to the Collection over the years that are subject to specified terms of the endowment. The City will work with the REC to better understand the requirements of the Lundgren Endowment to ensure the intent of the Lundgren Endowment is maintained through REC’s efforts.

III. CONTENT

The City shall place the Collection on indefinite loan to the REC, and the REC shall conduct the Activities in accordance with the Plan. This MOU sets the framework for the loan process, ensures clarity regarding the status

of the items, and specifies other important considerations to ensure a smooth and mutually beneficial relationship between the City of Santa Paula and the REC.

- a. **Agreement to Grant Possession:** Upon the Effective Date of the MOU, the City will allow the REC to take possession of the Collection for purposes of i) taking an inventory in accordance with the requirements outlined in Section III(b)(i-iv) for the Outgoing Loan Agreement (as hereinafter defined), ii) executing the Activities, and iii) fulfilling the Plan. The REC will then have 180 days from the Effective Date to prepare the inventory, with an option to extend for an additional 180 days as mutually agreed upon by the Parties. At the end of the inventory, but no later than five years from the Effective Date, the City will place the Collection on indefinite loan to the REC.
- b. **Agreement to Loan:** Upon completion of the inventory, the City and the REC will sign an Outgoing Loan Agreement to entrust and loan the Collection to the REC indefinitely. The Outgoing Loan Agreement will include:
 - i. A general description of each item or collection;
 - ii. Any known provenance or history of the item(s);
 - iii. The condition of the item(s);
 - iv. The location where each item on loan is kept; and
 - v. Requirements and obligations of the parties for the duration of the agreement.

The agreement will also not allow REC to transfer its responsibilities under this MOU to any other entity or non-profit and will require REC to return all items to the City should REC end operations.

- c. **Right of First Refusal:** Should the City make the decision to sell, donate or otherwise transfer possession or ownership of the Collection, or any part thereof, the City shall give the REC 30 days prior written notice thereof (including all relevant terms of such transfer) and the REC shall have a first right of refusal for 30 days after receipt of such notice to obtain title to such items, on the same terms and conditions as given in the notice received by the REC.

IV. TERM AND TERMINATION

This MOU shall begin as of the Effective Date and remain in effect until the termination of the Outgoing Loan Agreement.

V. MISCELLANEOUS

- a. **Amendments.** Any amendments or modifications to this MOU must be agreed upon in writing by both Parties.
- b. **Conflict Resolution.** In the event of a dispute, both Parties agree to engage in good-faith negotiations to resolve the issue. If the dispute cannot be resolved through negotiation, the Parties may choose to engage in mediation.

- c. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising out of or in connection with this MOU shall be subject to the exclusive jurisdiction of the courts of Ventura County and the State of California.
- d. **Indemnification.** REC agrees to indemnify, defend, and hold the City harmless from any claims, damages, or liabilities ("Claims") arising out of the actions or omissions of REC in the performance of this MOU. Licensee's obligation to indemnify applies unless it is adjudicated that any of the Claims are the result of the negligence or misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or misconduct of the City, then REC's indemnification obligation shall be reduced in proportion to the established comparative liability.
- e. **Counterparts.** This MOU 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.

Very truly yours,

Responsible Energy Council, Inc.,
a California Nonprofit Corporation

By: _____
Clifton Simonson
Its: Vice President

AGREED:

City of Santa Paula

By: _____
Dan Singer
Its: City Manager

Exhibit A

Executive Summary

REC Stewardship & Collections Readiness Plan

Responsible Energy Council (REC)

Union Oil Company Historic Collection – Santa Paula, California

The Responsible Energy Council, Inc. (REC) is undertaking stewardship of the historic Union Oil Company Collection—an irreplaceable archive of Ventura County’s oil and gas heritage. To ensure responsible care, long-term preservation, and future public access, REC will implement a phased Collections Readiness Plan. This plan outlines how the organization will inventory, house, process, and protect artifacts and archival materials while building a sustainable volunteer-driven collections program.

1. Collection Inventory Strategy

Objective: Establish a complete, accurate record of all artifacts and archives to guide preservation, risk management, and future exhibit planning.

Key Steps:

1. Initial Survey (Triage):

- Walkthrough of all storage areas to identify object types, condition concerns, and immediate risks (e.g., mold, pests, unstable materials).
- Prioritize fragile, unique, or at-risk items for early intervention.

2. Assign Record Structure:

- Compare results of the initial survey to the existing accession numbers and archival information developed by the previous Oil Museum Operations. If accession numbers are not identifiable a unique accession number prefix for REC (e.g., REC-2025-###) will be created.
- Define data fields following American Alliance of Museums standards: title, date, provenance, medium, description, measurements, condition, location.

3. Cataloging Workflow:

- Photograph every item with consistent background and lighting.
- Enter basic data first (object category, location, condition).

- All collected information will be saved electronically using PastPerfect software or equivalent, as described in Section 4, below.
- Add extended research fields later (history, use, manufacturer, donor info).

4. Location Tracking:

- Label all shelves and cabinets.
- Maintain both a physical map and digital location catalog.

2. Collections Storage Plan

Objective: To the extent feasible, provide safe, stable, and organized storage that meets industry preservation guidelines.

Environmental Conditions:

- **Light:** Storage areas should remain dark; avoid UV exposure.
- **Air Quality:** Use HEPA filtration if possible; avoid industrial cleaning chemicals.

Storage Guidelines by Material:

- **Paper/Photographs:** Acid-free boxes, vertical folders, interleaving tissue; avoid metal fasteners.
- **Metal Tools/Equipment:** Shelving with inert foam padding; silica gel packets for moisture control.
- **Textiles (uniforms, flags):** Archival garment boxes or padded hangers.
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- **Film, Slides, Magnetic Media:** Dedicated media preservation boxes.

Space Planning:

- Dedicate separate zones for:
 - **Intake/Quarantine** (for condition checks)
 - **Processing Workspace**
 - **Long-term Shelving Storage**
 - **Oversized Equipment Storage**
 - **Archival/Document Room**

3. Volunteer Staffing & Accessioning Plan

Objective: Build a trained, reliable volunteer force to support cataloging, photography, rehousing, and collections research.

Roles & Responsibilities

1. **Collections Lead (Volunteer or Part-Time Staff):**
 - Oversees standards, workflow, and data quality.
 - Coordinates training and ensures safety protocols.
2. **Cataloging Volunteers:**
 - Record object information, handle data entry, and conduct basic historical research.
3. **Photography Volunteers:**
 - Capture consistent, high-quality images; manage digital files.
4. **Rehousing Volunteers:**
 - Prepare boxes, tissue, supports, and mounts; follow clean handling procedures.
5. **Facilities/Handling Volunteers:**
 - Assist with moving large tools, equipment, and industrial artifacts.

Training Components

- Proper handling of oil and gas tools, metal, documents, and glass.
- Object numbering techniques.
- Ethical guidelines (AAM Code of Ethics).
- Basic condition assessment.
- Use of collections management software.

Workflow

1. Intake → 2. Numbering → 3. Photography → 4. Data Entry → 5. Rehousing → 6. Storage → 7. Quality Review

4. Recommended Software

Recommended Collections Management Systems (CMS):

- **PastPerfect** – affordable, widely used by small museums; good for mixed artifacts + archives.
- **CatalogIt** – cloud-based, intuitive, mobile-friendly for fieldwork.

- **CollectiveAccess** – powerful open-source system, customizable (requires setup expertise).
- **ArchivesSpace** – excellent for documents; pairs well with a second CMS for artifacts.
- **Google Workspace** – interim solution for intake logs, spreadsheets, file organization.

Digital Imaging & Storage:

- Adobe Lightroom or Affinity Photo for batch editing
- Backblaze, Google Drive, or Dropbox for cloud redundancy

5. Storage Furniture & Preservation Materials

Shelving & Furniture

- Powder-coated metal shelving (ventilated and adjustable)
- Flat-file cabinets for maps, photos, and posters
- Fire-resistant file cabinets for vital records
- Pallet racks for industrial equipment
- Rolling carts for safe item transport

Archival Supplies

- Acid-free boxes (various sizes)
- Buffered and unbuffered archival tissue
- Polyester/Mylar sleeves for photos, postcards, documents
- Artifact trays with Ethafoam or Volara padding
- Zip-ties or cotton twill tape (not metal wire)
- Silica gel for humidity control
- Soft-bristle brushes for cleaning
- Barcoding labels (optional but helpful)

Specialty Needs for Oil & Gas Collections

- VCI (Vapor Corrosion Inhibitor) storage bags for metal tools
- Vapor-safe cabinets for petroleum-scented objects
- Heavy-duty nitrile gloves for handling oily residues

- HEPA shop vacuum for dust on industrial materials

6. Implementation Timeline (Suggested)

Phase	Timeline	Focus
Phase 1	Months 1–2	Space prep, shelving install, environmental controls
Phase 2	Months 2–4	Inventory + triage, volunteer recruitment, CMS setup
Phase 3	Months 4–12	Full cataloging, rehousing, photography
Phase 4	Ongoing	Maintenance, research, exhibit planning

Conclusion

The Responsible Energy Council’s stewardship of the Collection is an opportunity to preserve an essential chapter of California’s energy heritage. By implementing a structured inventory process, establishing archival-grade storage, and building a trained volunteer corps, REC will ensure ethical care, long-term preservation, and meaningful public access to this historically significant collection.

EXHIBIT C

License Agreement with REC

Union Oil Building

Letter of Support



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

12/4/25

Dear City Council Members and Staff,

On behalf of the Santa Paula Historical Society, I am pleased to offer this letter of recommendation for the Responsible Energy Council (REC) as a potential partner in the stewardship of the City's oil collection.

Members of our Board recently met with Clif Simonson of REC, Justin Campbell of the Oil Museum Foundation, and Michael Shanklin, Executive Director of KidsSTREAM. We appreciated the opportunity to learn more about REC's vision and to discuss their proposed involvement with the City's historic oil-related assets.

Based on our conversations, the Santa Paula Historical Society believes that REC demonstrates both the passion and capability necessary to care for this significant collection. Mr. Simonson brings personal and professional interest in the history of oil in Ventura County, reinforced by his own stewardship of former Unocal oil fields. Additionally, Mr. Shanklin offers extensive experience in museum operations and archival collection management, providing valuable expertise to REC's efforts.

We have long respected Justin Campbell for his commitment to preserving the integrity of the City's oil collection while fostering constructive collaboration between the Oil Museum Foundation, Leap Lab, the Santa Paula Historical Society, and the City. His confidence in REC's leadership and vision further strengthens our support.

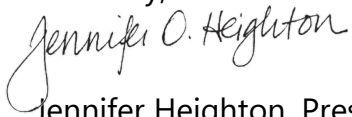
The City's oil collection represents an important chapter in Santa Paula's industrial and cultural history. Ensuring that it is preserved, interpreted, and made accessible to the public requires a thoughtful and experienced partner. Based on REC's expressed commitment, qualifications, and collaborative approach, the Santa Paula Historical

Society believes that REC is well-positioned to fulfill this role with professionalism and care.

We appreciate the City's continued efforts to safeguard the community's heritage, and we are supportive of REC as a prospective steward of this important collection.

Thank you for your consideration. Please feel free to contact us if you have any questions or would like further information.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer O. Heighon". The signature is written in black ink and is positioned above the printed name.

Jennifer Heighon, President
Santa Paula Historical Society

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Gloria Parra,

Subject: RESOLUTION CONDEMNING UNJUST AND DISCRIMINATORY
IMMIGRATION ENFORCEMENT PRACTICES AND AFFIRMING THE
CITY'S COMMITMENT TO THE SAFETY, DIGNITY, AND RIGHTS OF
ALL RESIDENTS

Date: May 5, 2026

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7612, Condemning Unjust and Discriminatory Immigration Enforcement Practices and Affirming the City's Commitment to the Safety, Dignity, and Rights of All Residents.

Presented By: Gloria Parra, ACC Fellow & The Council Ad-hoc Committee on Immigration

BACKGROUND:

Santa Paula is home to a diverse population, including many immigrant and mixed-status families who contribute significantly to the City's economy, culture, and civic life.

In September 2025, the City Council established an Ad-Hoc Committee on Immigration to evaluate ways the City could support immigrant residents and strengthen access to services and information. Since its inception, the Committee has engaged with community organizations, regional partners, and residents to better understand community needs and identify opportunities to promote inclusion, safety, and access to resources.

In November 2025, the Council supported contributing \$50,000 to the Ventura County Community Foundation for their Neighbors Support Fund aimed at providing funding to local-serving non-profits assisting families in need.

Recent concerns about immigration enforcement practices, particularly those perceived as discriminatory or overly aggressive, have raised community concerns about public safety, trust in the government, and access to essential services.

Additionally, this item is responsive to a request brought forward to the City Council Ad-Hoc Committee for consideration of a resolution addressing immigration enforcement practices, which was subsequently assigned to staff for further development and review.

Staff met with the City Council Ad-Hoc Committee on Immigration, consisting of Councilmember Gabriela Ornelas and Vice Mayor Jenny Crosswhite, to discuss revisions and recommendations to Resolution No. 7612, now before Council for consideration.

ANALYSIS:

Resolution No. 7612 affirms the City's values and policy direction regarding immigration-related issues. Specifically, the resolution:

- Reaffirms Santa Paula's commitment to being a welcoming and inclusive community for all residents.
- Condemns discriminatory immigration enforcement practices based on perceived race, ethnicity, or national origin.
- Recognizes that such practices may undermine public safety by discouraging residents from reporting crimes or accessing emergency and health services.
- Supports limiting the use of local resources for federal civil immigration enforcement.
- Encourages collaboration with community-based organizations, schools, and service providers to expand access to legal and social resources.
- Calls on state and federal leaders to pursue humane and comprehensive immigration reform that prioritizes due process and family unity.

Importantly, the resolution does not create new enforcement authority or legal mandates but instead establishes a policy position and guiding principles for the City.

STRATEGIC PLAN:

Adoption of Resolution No. 7612 is consistent with the City Council's FY 2025-2027 Strategic Plan, specifically the goals of Public Safety & Emergency Preparedness and a Healthy, Connected & Thriving Community. It also aligns with the City's core values of belonging, communication, and advocacy, and reflects the City's commitment to responsive and equitable governance.

FISCAL IMPACTS:

There are no direct costs associated with adopting this resolution.

OPTIONS:

The City Council has the following options:

1. Adopt Resolution No. 7612.
2. Do not approve the proposed resolution regarding immigration enforcement and provide staff with direction.

ATTACHMENTS:

[Resolution 7612 - Condemning Unjust and Discriminatory Immigration Enforcement Practices.pdf](#)

RESOLUTION NO. 7612

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, CONDEMNING UNJUST AND DISCRIMINATORY IMMIGRATION ENFORCEMENT PRACTICES AND AFFIRMING THE CITY'S COMMITMENT TO THE SAFETY, DIGNITY, AND RIGHTS OF ALL RESIDENTS

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

WHEREAS, the City is home to a diverse community of residents who contribute significantly to the city's economy, culture, families, and civic life; and

WHEREAS, many Santa Paula residents are immigrants or members of mixed-immigration status families who live, work, worship, and attend school in the city; and

WHEREAS, aggressive and discriminatory immigration enforcement practices have contributed to fear, family separation, economic instability, and emotional harm within the City; and

WHEREAS, such enforcement practices can undermine public safety for the entire community by discouraging residents from reporting crimes, cooperating with law enforcement, accessing emergency services, or seeking medical care; and

WHEREAS, the City commends the Santa Paula Police Department for not participating in any coordinated federal civil immigration enforcement; and

WHEREAS, the City seeks to foster trust between City officials, law enforcement personnel, residents, and visitors to further public safety and due process for all; and

WHEREAS, the United States Constitution and the California Constitution guarantee due process and equal protection under the law to all people, regardless of immigration status; and

WHEREAS, the City has a strong interest in ensuring that all residents can live without fear of discrimination, harassment, or unjust treatment.

NOW, THEREFORE, the City Council of the City of Santa Paula does hereby resolve as follows:

SECTION 1. The City reaffirms its commitment to being a welcoming and inclusive community where all residents are treated with dignity and respect.

SECTION 2. The City hereby condemns discriminatory and unjust immigration enforcement practices that target individuals based on perceived race, ethnicity, or national origin.

SECTION 3. The City supports policies and practices that limit the use of local resources for federal civil immigration enforcement.

SECTION 4. The City encourages collaboration with community-based organizations, schools, faith institutions, and service providers to ensure all residents, including immigrant families, have access to accurate information, legal resources, and essential services.

SECTION 5. The City calls upon state and federal leaders to pursue humane, just, and comprehensive immigration policies that prioritize family unity, due process, and the well-being of communities.

SECTION 6. A copy of this resolution shall be transmitted to relevant state and federal representatives and made publicly available to affirm the City of Santa Paula's position.

SECTION 7. This Resolution is not a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(2) and (5), as it constitutes a general policy and/or organizational or administrative activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment.

SECTION 8. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED THIS 5th day of May, 2026.

Carlos Juarez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

Daniel Singer, City Manager

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Dan Singer, City Manager

Subject: AUGMENTATION TO THE DOWNTOWN FACADE IMPROVEMENT PROGRAM

Date: May 5, 2026

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve additional allocation totaling \$30,000 in GL 100-5-3002-209 using available fund balance, to augment original applicants who were relying on the program to factor prevailing wages.

Presented By: James Mason, Community and Economic Development

BACKGROUND:

On January 24, 2024, the City Council adopted Resolution No. 7496 authorizing the City Manager to allocate \$50,000 from the City's American Rescue Plan Act (ARPA) funds to establish a matching grant program for commercial property owners and businesses within the Downtown Property-Based Business Improvement District (PBID). These funds were intended to support façade and other eligible exterior improvements. The PBID contributed an additional \$50,000, resulting in a total program budget of \$100,000. Under the original program guidelines, eligible applicants could receive up to \$10,000 per project, covering up to 80% of total façade improvement costs, inclusive of both materials and labor.

The Downtown Façade Improvement Program was created to encourage reinvestment in Santa Paula's historic downtown by assisting property and business owners with the cost of exterior building upgrades. The program aims to enhance the visual character of the corridor, support small and locally owned businesses, and promote overall economic vitality within the Central Business District (CBD) and PBID.

The current program has the potential for projects to be classified as "public works" under California Labor Code §1720 et seq., thereby triggering prevailing wage requirements and associated compliance obligations. This labor law requires contractors to pay workers "prevailing" wages set by the Department of Industrial Relations if the project consists of "construction, alteration, demolition, installation, repair, or maintenance work done under contract and paid for in whole or in part out of public funds."

This potential application of prevailing wage requirements has significantly increased both the cost and complexity of the program, creating several implementation challenges:

Administrative Burden

Prevailing wage compliance introduces substantial administrative obligations, including contractor registration with the California Department of Industrial Relations (DIR), project registration with the State, submission of certified payroll records, and ongoing labor compliance monitoring. These requirements add considerable complexity and exceed the level of administration originally anticipated for a small business incentive program.

Limited Contractor Participation

Many small, local contractors—who are essential to downtown revitalization—are not DIR-registered or equipped to comply with prevailing wage requirements. This has reduced the available pool of contractors and limited program accessibility for applicants.

Increased Project Costs

Prevailing wage requirements have raised overall project costs, in some cases making façade improvements financially infeasible even with grant assistance. This has undermined the program's goal of encouraging broad participation among small property owners.

To address the challenges and frustrations experienced with the intended program, staff shifted the focus to a materials-only concept and took the program concept to the PBID for consideration. A copy of the new proposed guidelines are attached to this report as Exhibit A.

ANALYSIS:

Materials-Only Grant Model

In response to these challenges, and pending review by the City Attorney, staff proposes restructuring the program into a materials-only reimbursement model, which:

- Limits grants to façade materials only
- Excludes labor costs from the base program
- Reduces the likelihood of projects being classified as public works
- Streamlines administration and improves processing timelines
- Expands accessibility to small businesses and property owners
- Encourages faster project completion and visible downtown improvements

Key Features of the Materials-Only Base Track:

- Grant covers up to 80% of eligible material costs
- Maximum award of \$10,000 per storefront
- Reimbursement-based funding
- Simplified application and review process
- No prevailing wage compliance required for base participation

This structure aligns more closely with the program's original intent as a private property improvement incentive rather than a public construction program. At their April meeting, the PBID Board supported this approach and rejected the alternative of increasing the total cap for each applicant.

Augmented Funding of Current Program Grant (Prevailing Wage–Compliant Option)

Recognizing that initial applicants were expecting the program would cover total project costs, including material and labor, but that the PBID is not supportive of increasing the program cap, staff is seeking Council consideration of an alternate approach. The initial five applicants proposed larger and/or more complex projects that may be more significantly impacted by the introduction of prevailing wage requirements. To address this, staff proposes a one-time augmented funding option with the following terms:

- Up to \$20,000 per storefront (\$10,000 above the current cap)
- Subject to full prevailing wage compliance
- Includes additional documentation and oversight requirements
- Includes an additional 10% of grant funds for consultant oversight of prevailing wage compliance

The augmented grant option is intended for those original applicants with the capacity and willingness to meet DIR regulatory obligations. This would be a one-time offer only, for initial applicants, who feel they were agreeing to program terms that have now been altered.

STRATEGIC PLAN:

The implementation of a program to assist with beautification and aesthetic improvements to the downtown align with the following strategic goal and objective:

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

Objective 3 Downtown Enhancements -Develop guidelines which address architecture, landscaping, streets, and hardscape elements in partnership with the Property Business Improvement District(PBID)

FISCAL IMPACTS:

The proposed restructuring to a materials-focused base program does not increase the existing program funding and is expected to improve the efficiency of fund utilization by reducing administrative burden and project delays.

However, implementation of the optional Prevailing Wage–Compliant program introduces higher project costs associated with labor compliance requirements. To support this enhanced program option and ensure adequate funding availability for qualifying projects, staff is requesting an additional appropriation of \$30,000 from the General Fund remaining fund balance (carried over from prior fiscal year). Any funds not utilized by initial applicants would be returned to the General Fund.

OPTIONS:

The Council is under no obligation to augment the program or could reduce the amount being offered. Adding funds to the program represents a gesture to those applicants who were informed the program would cover labor costs but then had that option removed.

ATTACHMENTS:

[Exhibit A - Materials-Focused Facade Grant Program.docx](#)



City of Santa Paula Downtown Façade Improvement Program (Materials-Focused Grant Program)

1. Program Purpose

The Downtown Façade Improvement Program is established to enhance the visual character, economic vitality, and pedestrian experience of the Downtown Commercial District along Main Street and adjacent streets within the Property-Based Business Improvement District (PBID).

The program supports private investment in building improvements by providing financial assistance for exterior façade enhancements, consistent with the City's goals of:

- Revitalizing historic storefronts
- Supporting small and locally owned businesses
- Improving walkability and corridor aesthetics
- Encouraging reinvestment in aging commercial properties

This program is a private property improvement incentive program and is not intended to function as a City public works construction program.

2. Eligible Area

The program applies to properties located within:

- The Downtown Commercial (CBD) Zone
- The Property-Based Business Improvement District (PBID) boundary (Exhibit A)

3. Program Structure

The base program is a reimbursement-based grant limited strictly to façade materials.

- Grant amount: Up to 80% of eligible material costs
- Maximum award: \$10,000 per storefront
- One grant per property
- Funding is issued on a reimbursement basis unless otherwise approved through City authorization for partial advance (see Section 8)

All improvements remain private projects. The City does not act as a construction contractor, project manager, or installer.

4. Eligible Improvements (Materials Only)

Eligible façade-related materials include:

Storefront & Architectural Features

- Paint, coatings, and color treatments
- Stucco, wood siding, brick veneer, or façade cladding
- Windows, display glass, and entry doors
- Transom windows and storefront framing systems

Awnings & Signage

- Canvas or metal awnings
- Blade signs and wall signs (materials only)
- Sign panels and mounting hardware

Lighting & Streetscape Interface

- Exterior lighting fixtures
- Decorative façade lighting
- Planters or façade-integrated elements

5. Ineligible Costs

The following are not eligible:

- Labor or contractor installation costs (Base Track only)
- Design, architectural, or engineering services
- Structural or seismic upgrades
- Interior renovations
- Roofing (unless minor and façade-related)
- Permit fees
- Any costs not directly tied to eligible façade materials

6. Design Standards (Downtown Character)

Projects must reflect the City's downtown character and historic context.

General Expectations

- Maintain or restore traditional storefront proportions
- Use high-quality, durable materials
- Preserve or reveal historic architectural features where feasible
- Encourage transparent storefronts and active street frontage
- Use pedestrian-scale signage and lighting

The City may provide design guidance but will limit its role to aesthetic and consistency review.

7. Application Process

All applications must include:

Minimum Submittal Requirements (ALL PROJECTS)

- Project description
- Material specifications and cost estimates
- Before photos
- Three (3) competitive bids from qualified contractors/suppliers

Process

1. Submit application with required documentation
2. City conducts eligibility and design review (response within 10 business days)
3. City issues conditional award letter (within 5 business days)
4. Applicant completes project
5. Applicant submits reimbursement request

8. Payment & Reimbursement

Reimbursement is issued (within 15 business days) upon completion and submission of:

- Paid invoices (materials and/or eligible labor depending on track)
- Proof of payment
- After photos

Advance Funding Option

- Up to 10% advance funding may be provided
- Unused or ineligible advance funds must be repaid within 30 days
- After 30 days, repayment accrues interest at the U.S. Treasury Current Value of Funds Rate (CVFR)

Reimbursement Timeline

- Complete reimbursement requests shall be reviewed by the City within 15-business days of submittal.
- The City will notify the applicant if additional information or corrections are required within that review period.
- Once a reimbursement request is deemed complete and approved, final payment shall be issued within 15-business days, subject to standard City payment processing procedures.

Delays and Incomplete Submittals

- Payment timelines shall be tolled if submitted documentation is incomplete, inaccurate, or inconsistent with program requirements.
- The applicant is responsible for timely response to City requests for additional information.

Funding Availability

- All reimbursements are subject to the availability of program funds at the time of approval. The City will reserve funds upon issuance of a conditional award letter, provided the applicant proceeds in a timely manner.

9. Property Owner Responsibilities

- Property owners independently select and contract with licensed contractors
- The City does not participate in contractor selection or construction oversight
- All work must comply with City codes and permitting requirements

10. Prevailing Wage Compliance (General Statement)

This program is a private façade improvement incentive program.

- The City does not guarantee exemption from California prevailing wage law
- Property owners are solely responsible for determining applicability
- If applicable, compliance is required under state law

11. Public Works Determination

The City does not make final legal determinations regarding public works status. Applicants are encouraged to consult legal counsel or the California Department of Industrial Relations.

12. Priority Criteria

Applications may be prioritized based on:

- Location within Downtown CBD / PBID
- Visibility and contribution to pedestrian activity
- Removal of blight or code enforcement issues
- Small business or locally owned establishments
- Historic or architecturally significant buildings

13. Indemnification

Applicants shall indemnify and hold harmless the City from all claims arising from the project, including:

- Construction-related claims
- Contractor disputes
- Labor compliance issues
- Prevailing wage determinations or enforcement actions

14. Coordination with Other City Efforts

The program may be coordinated with:

- PBID initiatives

- Code enforcement compliance efforts
 - Future streetscape or corridor improvement projects
 - Economic development initiatives supporting downtown revitalization
-

PROGRAM GUIDELINES CHANGES AND MODIFICATIONS

The City's Community & Economic Development Director may modify the program guidelines as necessary to achieve the goals and objectives of the program.

CONTACT INFORMATION

For questions or additional information regarding the Commercial Rehabilitation Program, please contact the following:

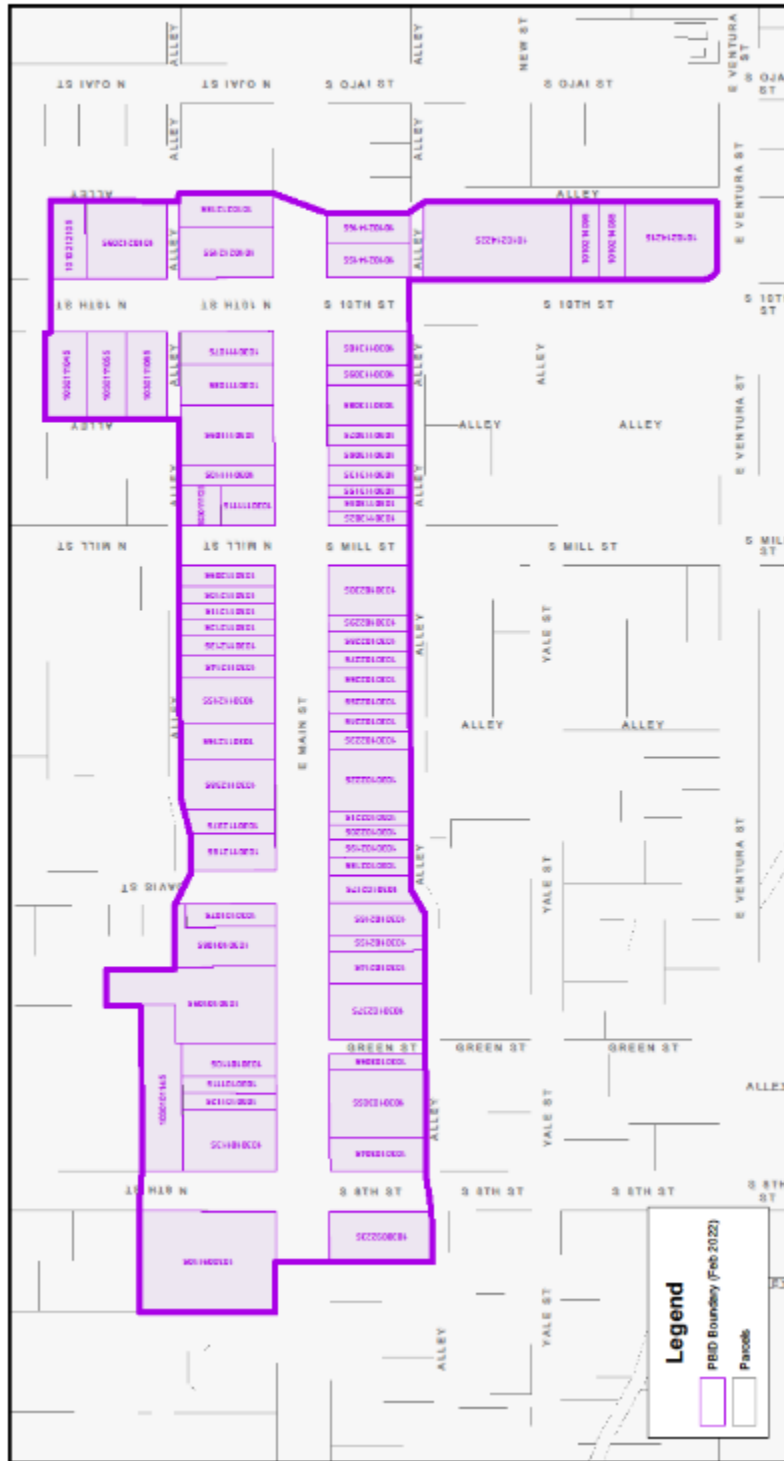
City of Santa Paula
Community & Economic Development Department
970 East Ventura Street
Santa Paula, CA 93060
(805) 933-4214

EXHIBIT A

Downtown Santa Paula
Management District Plan

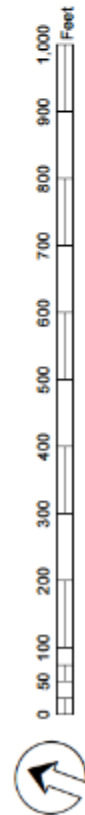
April 2022

Property Based Improvement District (PBID) Boundary



City of Santa Paula
Community Development
Planning Division (PD)
Date: 2/1/2022

The PBID boundary shown is a map based on a parcel level data by the County of Ventura GIS Services using 2021 data from the County of Ventura Assessor's Office. The PBID boundary generally follows the City of Santa Paula's jurisdictional boundary and is not to be considered a legal boundary.



**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: May 5, 2026

Agenda Item: 11.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:

[05.20.2026_Future_Agenda_Items_Im.pdf](#)



Santa Paula City Council Tentative Agenda Schedule

	Regular Meeting Wednesday, May 20th - 6:30pm	
CDD	Housing Element Annual Report	
Finance	Department Report	
Finance	3 rd Quarter Budget Report	
Admin	Disband Cannabis Committee	
	Special Meeting June 3rd - 4:30 pm	
Clerk	Committee/Commission Interviews	
	Regular Meeting June 3rd - 6:30pm	
P&R	Arbor Day Poem Winners	
PW	Public Works Department Report	
PW	Athens Rate Adjustment Request	
Clerk	Committee/Commission Appointments	
Clerk	Consolidation of Statewide Election Nov. 3 rd , 2026	
Clerk	Elections Candidate Statement Requirements	
	STUDY SESSION TOPICS	
Finance	Development Impact Fees (DIF)*	2 nd Qtr.
Admin	Municipal Code Update – Joint with Planning Commission	
Admin	No Smoking Ordinance	2 nd Qtr.
CDD	Use of Triangle Property on Housing	TBD
CDD/PW	Impacts of Local Growth	3 rd Qtr.
CDD	Mobile Home Rent Control Ordinance Workshop (2 of 2)	June
P&R	Park Host Program	TBD
PD & Legal	Electric Bike/Scooter Ordinance Options	2 nd Qtr.
	FUTURE AGENDA ITEMS	
CDD	Central Business District Live Entertainment Ord 1339	2 nd Qtr.
Legal	Fire MOU Amendment for Station 26	TBD
Admin	Code Amendment Introduce Ordinance – Ongoing	
CDD	Downtown Vacancies Ordinance	2 nd Qtr.
CDD	Downtown Parking Inventory Update	3 rd Qtr.
PW	Water & Sewer Rate Study	2 nd Qtr.
CDD	Gateway Shopping Center CUP	2 nd Qtr.
CDD	Remnant Parcel Annexation	2 nd Qtr.
PW	Plans and Specifications for Peck/Calpipe Street Improvement	
PW	Approve final design of bike trail extension, Telegraph Rd., and Roundabout	3 rd Qtr.
Admin	Grant Application Status Report	2 nd Qtr.
Admin	Labor Agreements with outside Unions	2 nd Qtr.

Activities associated with the Council's Strategic Plan*

Updated 4/30/2026