City of Santa Paula

City Council Regular

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL REGULAR

WEDNESDAY, JUNE 17, 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 conductive 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. **CLOSED SESSION REPORT**

6. **PUBLIC COMMENT**
   At this time, members of the public may comment on any item not appearing on the agenda that is within the subject-matter jurisdiction of the City Council. A Public Comment Form must be submitted to the City Clerk prior to the beginning of the Public Comment period in order to be recognized to speak. Individuals submitting Public Comment Forms after the beginning of the Public Comment period will not be allowed to speak at this time, but may be recognized to speak by the Mayor at the conclusion of the meeting. Individual Councilmembers may briefly respond to Public Comments or ask questions for clarification. The City Council may direct the City Manager to report to the City Council on the item at a later meeting. For items appearing on the Agenda, the public will be invited to make comments at the time the item comes up for City Council

consideration. If a member of the public wishes to address a Consent Calendar item, please submit a Public Comment Form for that item. It may then be discussed separately by the Council, and the public will be invited to make comments at that time. At all times, please use the microphone and write your name and address on the Public Comment Form provided.

7. PRESENTATIONS

7.A PRIDE MONTH PROCLAMATION

7.B JUNETEENTH PROCLAMATION

7.C MEN'S MENTAL HEALTH AWARENESS MONTH PROCLAMATION

7.D **COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT**

RECOMMENDATION:

That the City Council receive and file the report.

Presented by: James Mason, Community & Economic Development Director

8. CITY COUNCIL REPORTS

9. CITY MANAGER REPORTS

10. CONSENT CALENDAR

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

10.A **APPROVAL OF MINUTES**

- **City Council Special Meeting June 3, 2026**
- **City Council Regular Meeting June 3, 2026**

RECOMMENDATION:

Staff recommends Council approve minutes.

10.B **MAY 2026 WARRANTS AND CERTIFICATIONS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for May 2026, starting check number 344175 and ending check number 344412.
2. Review and accept the "Certification of Salaries" for the pay period ending dates May 1st, 2026, through May 15th, 2026.

10.C **CONTRACT FOR THE UNION OIL BUILDING ROOF REPLACEMENT**

PROJECT WITH *SOLAR ROOFING & ENERGY STORAGE, INC.*

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with Solar Roofing & Energy Storage, Inc. for the Union Oil Building Roof Replacement, in the amount of $160,503.20.

10.D **ARTIFICIAL INTELLIGENCE (AI) POLICY**

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7620 to approve the amended Artificial Intelligence (AI) Use & Governance Policy for the City of Santa Paula.

10.E **FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MERCHANT MCINTYRE AND ASSOCIATES FOR LEGISLATIVE ADVOCACY SERVICES**

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to execute a fifth amendment to the professional services agreement with Merchant McIntyre and Associates (MMA) for federal legislative advocacy services, in an amount of $60,000, extending the term from July 1, 2026, to June 30, 2027, and increasing the total not to exceed amount to $372,000.

10.F **ADOPT A RESOLUTION ESTABLISHING A CITY COUNCIL MEETING DISTRUPTION POLICY IN ACCORDANCE WITH SENATE BILL 707**

RECOMMENDATION:

Staff recommends the City Council Approve Resolution No. 7621 adopting the proposed Meeting Disruption Policy in accordance with new State law.

10.G **AWARD CONTRACT FOR INSTALLATION OF FULL CAPTURE STORM DRAIN TRASH EXCLUDERS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Award a contract to Downstream Services, Inc. for the installation of full-capture storm drain trash excluders; and
2. Authorize the City Manager to execute the contract in an amount not to exceed $75,837.00, based on unit pricing and actual quantities installed.

10.H **APPROVAL OF CONTRACT WITH CLP ENGINEERING, LLC FOR OWNER'S ENGINEERING REPRESENTATIVE SERVICES RELATED TO ENERGY RESILIENCY IMPROVEMENTS AT THE WATER RECYCLING FACILITY**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Task Order No. 2 with CLP Engineering, LLC (CLPE) for Owner's Engineering Representative Services related to energy resiliency improvements at the Water Recycling Facility (WRF) in an amount not to exceed $250,000; and

2. Authorize the City Manager to execute Task Order No. 2 and any minor administrative amendments consistent with the approved scope of work and budget.

10.I **POLICE DEPARTMENT VEHICLE PURCHASE**

RECOMMENDATION:

Staff recommends that City Council:

1. Review costs for one police vehicle
2. Waive informal bidding requirements for the vehicle purchases pursuant to SPMC section 41.10 on the grounds that the purchase is "required and desirable."

11. PUBLIC HEARING

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

11.A **SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT FISCAL YEAR 2026/27 ANNUAL BUDGET AND ASSESSMENT LEVY**

RECOMMENDATION:

Staff recommends that the GHAD Board of Directors:

1. Conduct a public hearing on the proposed assessment levy for the Santa Paula Geologic Hazard Abatement District
2. Adopt Resolution 7617 approved the fiscal year 2026/2027 budget and extending a **$1,292.00** assessment levy per residential parcel onto the fiscal year 2025/2026 tax roll for the Santa Paula Geologic Hazard Abatement District.

Presented by: Dale Goodman, Director of Public Works

11.B **HILLSBOROUGH OPEN SPACE MAINTENANCE DISTRICT ASSESSMENT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct a public hearing on the proposed assessment for the Hillsborough Open Space Maintenance District.
2. Adopt Resolution No. 7618 placing a $150 per parcel special assessment onto the December 2026 tax roll for the Hillsborough Open Space Maintenance District.

Presented by: Dale Goodman, Director of Public Works

12. ACTION ITEMS

12.A ATHENS SERVICES REQUEST FOR EXTRAORDINARY ADJUSTMENT TO MAXIMUM SERVICE RATES FOR RESIDENTIAL AND COMMERCIAL COLLECTION SERVICES

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve Athens Services's request for an additional three (3) consecutive one-percent (1%), permanent annual rate increases to the maximum rates for residential and commercial solid waste collection services set forth in the current Exclusive Collection Services Agreement.
2. If the rate increase request is approved, approve provisions of the proposed Amendment implementing the rate increase, clarifying the Extraordinary Rate Adjustment process, and requiring Athens to reimburse the City for Proposition 218 costs up to $30,000.
3. Approve a provision of the proposed Amendment regarding City's permissible use of fees set forth in Section 3.05.
4. Authorize the City Manager to execute the proposed Amendment with approved provisions.

Presented by: Bruce Belluschi, Management Analyst

12.B AGREEMENT TO LOAN CITY OIL ARTIFACTS AND ARCHIVES TO THE RESPONSIBLE ENERGY COUNCIL

RECOMMENDATION:

Staff Recommends that the City Council:

1. Approve a loan agreement with the Responsible Energy Council (REC) to implement the Memorandum of Understanding (MOU) with REC for the content management and care of the City's holdings of oil artifacts and documents.
2. Authorize the City Manager to execute the loan agreement.

Presented by: Monica Castillo, City Attorney

12.C CONTRACT EXTENSION WITH SPIRIT OF SANTA PAULA FOR HOMELESS SHELTER SERVICES AND LETTER OF INTENT WITH RESCUE MISSION ALLIANCE

RECOMMENDATION:

Staff recommends that the City Council:

1) Adopt a first amendment to the Agreement to Provide Financial Support for the Operations of a Permanent, Year -round Shelter Serving Homeless Individuals; and
2) Adopt a first amendment to the Operating Agreement with Spirit of Santa Paula for Operating of the Harvard Shelter; and
3) Adopt a Letter of Intent regarding transition of the Harvard Shelter operations to the Rescue Mission Alliance for a three-year partnership

Presented By: James Mason, Community & Economic Development Director

12.D **AGREEMENT WITH THE SANTA PAULA CHAMBER OF COMMERCE FY26-27**

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to enter into a professional services agreement with the Chamber of Commerce for FY2026/2027.

Presented by: Santa Paula Chamber of Commerce

13. ITEMS FOR FUTURE AGENDAS

13.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items.

14. CLOSED SESSION

15. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On_____at_____Signed:_____

Julie Latshaw

City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: James Mason, Community & Economic Development Director

Subject: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT

Date: June 17, 2026

Agenda Item: 7.D

RECOMMENDATION:

That the City Council receive and file the report.

Presented by: James Mason, Community & Economic Development Director

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BACKGROUND:

PLANNING

Planning Commission Activities

February 24, 2026

Public Hearing: The Planning Commission adopted Resolution No. 3879 approving a Conditional Use Permit (CUP) for Cocina 1912, located at 1069–1073 East Main Street. The CUP authorizes the sale of alcoholic beverages pursuant to a California Department of Alcoholic Beverage Control Type 47 license and permits indoor and outdoor entertainment activities, including live music, amplified sound, and special events, subject to conditions of approval.

March 24, 2026

Public Hearing: The Planning Commission adopted Resolution No. 3880 recommending that the City Council repeal Resolution No. 7202, which established design and development standards for wireless telecommunications facilities within the public right-of-way, and replace it with updated regulations. The proposed ordinance includes revised design standards, insurance requirements, and appeal procedures.

April 28, 2026

Public Hearing: The Planning Commission adopted Resolution No. 3882 approving Planned Development Permit No. 2025-PD-01 for the construction of a new two-story hillside single-family residence with an attached three-car garage on a vacant lot located at 563 Glade Drive,

subject to conditions of approval.

Public Hearing: The Planning Commission adopted Resolution No. 3883 approving a Planned Development Permit for the construction of a new hillside single-family residence on two vacant lots located at 286 View Drive, subject to conditions of approval.

Public Hearing: The Planning Commission adopted Resolution No. 3885 approving Conditional Use Permit No. 2025-CDP-04 and Design Review for a proposed 1,025-square-foot commercial building with a drive-through facility at 537 West Harvard Boulevard (Dutch Bros Coffee), subject to conditions of approval.

Business Licenses

Between November 2025 and January 2026, staff issued five commercial business licenses and nine home occupation permits.

Planning Applications

Eight new planning applications were received between February and April 2026.

COMMERCIAL DEVELOPMENT UPDATE

Good Orchard Event Center & Café (133 Mill Street)

Renovation and tenant improvements are underway for the adaptive reuse of the former Wesley Hall building. The project includes a catering and event center, café, and associated alcohol service. Plan review has been completed and construction activities are progressing.

East Area Gateway Commercial Center (Hallock Drive / SR-126 / Telegraph Road)

Development plans continue to advance for a proposed 113,000-square-foot commercial center consisting of a grocery store, inline retail space, and multiple restaurant pads. Design review is currently underway, and the applicant is anticipated to submit a Conditional Use Permit application for Planning Commission consideration in March 2026. Formal project plans are expected during the second quarter of 2026.

INDUSTRIAL DEVELOPMENT UPDATE

Bender Property (Todd Road and SR-126)

Bender Farms is actively constructing an additional 76,000-square-foot industrial shell building. Site improvements, including parking and landscaping, are underway, and the facility is being actively marketed to prospective tenants.

ARP Expansion (1700 Lemonwood Drive)

Development plans are being prepared for a manufacturing and warehouse expansion on a vacant parcel adjacent to ARP's existing operations.

RESIDENTIAL DEVELOPMENT UPDATE

Former Kmart Site (859 Faulkner Road)

Harridge Development Group has completed design review for a proposed residential development consisting of 181 market-rate for-sale townhomes and 31 affordable for-sale units with two-, three-, and four-bedroom floor plans. Site demolition is expected to commence following final coordination with the project's affordable housing development partner.

Harvard Street Apartments (12th Street and Harvard Boulevard)

The proposed 16-unit affordable housing development has completed design review. Revised project plans are currently under staff review.

Citrus Flats – Red Tail Apartments (18004 East Telegraph Road)

Construction of the 298-unit apartment community is nearing completion. The project includes 162 affordable units (40 very-low-income and 122 low-income units) and 136 market-rate units. Certificates of Occupancy have been issued for approximately 30 percent of the project, and initial tenant occupancy is anticipated to begin in August.

Mixed-Use Senior Housing Project (603 East Main Street)

The proposed development includes approximately 6,800 square feet of commercial space and 27 senior apartment units. The developer is coordinating with the Housing Authority to connect prospective residents through the Section 8 waiting list. Project plans remain under review.

Harvest at Limoneira – East Area 1

Development activity continues at a strong pace. All Phase 1 lots have been sold to homebuilders, and approximately 617 homes are occupied. The 121 units within Phase 1B have been acquired by Lennar and Richmond American Homes.

Lennar has also acquired all 545 units comprising Phase 2 (Foothill Neighborhood), with 18 homes already sold. Construction activity continues throughout the neighborhood.

Additionally, Lewis Management has submitted preliminary plans for a mixed-use development south of the Sports Park along Santa Paula Street. The project concept includes rental duplexes, live-work units, and neighborhood-serving retail uses.

Topa Vista Views Apartments

Homes to Hope, Cabrillo Economic Development Corporation, and the Santa Paula Housing Authority continue to collaborate on a proposed 90-unit affordable housing development adjacent to Teague Park. Preliminary financing has been secured, concept plans have been submitted, and the development team has completed community outreach through public open house meetings.

BUILDING & SAFETY

PERMIT ACTIVITY February– April 2026

2025	NUMBER OF PERMITS	TOTAL VALUATION
Building Permits	82	
Plumbing Permits	31	
Electrical Permits	83	
Mechanical Permits	08	
TOTAL	**204**	**$32,296,826.41**

2026	NUMBER OF PERMITS	TOTAL VALUATION
Building Permits	101	
Plumbing Permits	28	
Electrical Permits	47	
Mechanical Permits	10	
TOTAL	**186**	**$48,604,719.94**

CODE COMPLIANCE

Between February and April 2026, Code Compliance staff opened **24** new code enforcement cases and successfully resolved and closed **12** cases were closed..

Staff continues to support Cruise Night and other community special events by coordinating with street vendors and mobile food vendors to ensure compliance with applicable permitting and licensing requirements. In addition, staff has initiated a community outreach effort focused on recreational vehicle (RV) storage regulations. The outreach program emphasizes voluntary compliance with municipal code requirements while promoting neighborhood safety, property maintenance, and public health standards.

ECONOMIC DEVELOPMENT

Business Retention and Expansion

Staff continues to engage commercial and industrial brokers, property owners, and business leaders to identify opportunities for business attraction, retention, and job creation. On February 13, staff presented development updates and business attraction strategies during a regional brokers' round-table. Staff also participates in regular business round-tables, Property-Based Improvement District (PBID) coordination meetings, and Business Connect outreach visits.

Business Attraction

Available commercial and industrial properties continue to be marketed through the Community and Economic Development Department website. Staff is actively working with brokers and prospective businesses regarding several employment-generating industrial opportunities.

In addition, staff has prepared a draft Business Attraction Toolkit and is collaborating with the Chamber of Commerce, Ventura County Community College District, brokers, and local businesses to finalize materials for use in marketing and recruitment efforts.

OTHER ACTIVITIES

Housing and the Unhoused

The Cities of Santa Paula and Fillmore, along with Ventura County, continue to collaborate on an inter-jurisdictional funding agreement supporting operations at the Spirit of Santa Paula Harvard Shelter. Funding for the first portion of the fiscal year has been distributed, and discussions continue regarding long-term funding, governance, and operational strategies.

Downtown Improvements

Staff continues outreach and coordination with Downtown Façade Improvement Program applicants, with the first improvement project scheduled to begin this month. Multiple City departments are also working with the Chamber of Commerce and PBID to advance downtown enhancements, including parking, lighting, wayfinding, and signage improvements.

A draft Commercial Vacancy Ordinance is expected to be presented to the Economic Development Standing Committee, PBID, City Council, and Planning Commission during the third quarter of 2026.

Mobile Home Rent Stabilization Review

Staff conducted two community workshops regarding the City's Mobile Home Rent Stabilization Ordinance and received input from more than 150 residents. Staff is currently evaluating community feedback and industry best practices for incorporation into a proposed ordinance update.

The next step will be a City Council workshop to review potential revisions and receive additional public input prior to final ordinance consideration.

Permitting and Plan Check Software Implementation

Planning and Building Division staff continue weekly coordination meetings regarding implementation of the GovWell permitting, plan review, and project management platform. The system is now fully operational, and staff anticipates providing demonstrations to the Planning Commission and City Council during the third quarter of 2026.

REAP 2.0 Grant

The City Council recently reviewed the results of a SCAG-funded design charrette focused on redevelopment opportunities for an infill site on East Harvard Boulevard. Recommendations included consideration of mixed-use development opportunities incorporating retail and healthcare services, along with additional analysis of parking and traffic circulation.

Project Isabella

Staff continues to serve on the Project Isabella Board of Directors and implementation task force. Development of the first Care Hub location at Briggs School is underway and will provide a centralized location for community-based family and children's services.

Housing Opportunities Made Easier (HOME)

Department staff continues to serve on the Board of Directors for Housing Opportunities Made

Easier (HOME) and works with regional partners to promote innovative affordable housing solutions throughout Ventura County.

Countywide Farmworker Housing Study

Staff serves on the Farmworker Housing Advisory Council and is collaborating with regional stakeholders to identify opportunities and address barriers associated with the development of affordable and accessible farmworker housing and supportive services throughout Ventura County.

ANALYSIS:

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

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 June 3, 2026
- City Council Regular Meeting June 3, 2026

Date: June 17, 2026

Agenda Item: 10.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:

2026.06.03 City Council Special Minutes.pdf
2026.06.03 City Council Regular Minutes.pdf

CITY OF SANTA PAULA
City Council Special Meeting
June 3, 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

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.
Councilmember Ornelas left the meeting at 5:10 pm due to an emergency.

5) CLOSED SESSION REPORT

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

6) ADJOURNMENT

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

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
June 3, 2026, 6:30 PM
MINUTES

1) CALL TO ORDER

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

2) INVOCATION

Carolyn Bjerke provided the Invocation.

3) FLAG SALUTE

Councilmember Cornejo led the flag salute.

4) ROLL CALL

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

Members Absent: Gabriela Ornelas

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported Council met in closed session with no reportable actions taken on the following: Public Employee Performance Evaluation Pursuant to Government Code 54957(b)(1), Title: City Manager, 2026 Review.

6) PUBLIC COMMENT

Gena Mathwin and Linda Banner-Bacin was called to speak on speed reduction in The Oaks neighborhood due to safety concerns. Printed copy of their presentation was provided and handed out to Council.

Richard Rudman was called to speak announcing upcoming events.

7) PRESENTATIONS

7.A) ARBOR DAY POEM CONTEST WINNERS

Parks & Recreation Director introduced the Arbor Day Poem Contest Winners Olivia Johnson, Millie Figeroa, Stephanie Moreno, who read their poems. Certificates of Achievement was presented to each.

7.B) FINANCE DEPARTMENT REPORT

Accountant Fabian Castellon, presented the Finance Department Activity Report January - April 2026.

7.C) PUBLIC WORKS DEPARTMENT, ACTIVITY REPORT - JANUARY 1 - APRIL 31,2026

Public Works Director Dale Goodman presented the Public Works department Activity Report January - April 2026.

8) CITY COUNCIL REPORTS

Councilmember Cornejo: Attended Ventura Regional Sanitation District meeting; Senior Advisory Committee; Housing Trust event fundraiser in Moorpark; Santa Paula Basin Pumpers Annual meeting; Annual Chamber Awards; Santa Paula Unified School District/City Council Joint Committee (2x2) Meeting.

Councilmember Chavez: Reminded residents to sign up for the City Newsletter; announced all is invited to the Santa Paula Social Service Coalition Community Fair; and Congratulations to the Class of 2026.

Vice Mayor Crosswhite: Attended Santa Paula High School Awards Ceremony at the Art Museum; Santo Niño de Atocha Ceremony; Santa Paula Police Department Special Olympic Torch Run; Clean Power Alliance Executive Committee meeting will report out at the next meeting; Southern California Association of Governments meetings; Heritage Valley Policy Advisory Committee meeting; and California Council of Governments.

Mayor Juarez: Attended the Santo Niño de Atocha Ceremony; War Memorial; Parks & Recreation meeting; 150th Anniversary Odds Fellows Lodge meeting; announced Cruise Night this Friday for June, none in July, and will continue in August, September and October; and plans to adjourn the meeting in memory of Judy Felps.

9) CITY MANAGER REPORTS

City Manager Dan Singer: Attended Chamber Mixer; Hospital Forum; Santa Paula Unified School District/City Council Joint Committee (2x2) Meeting; announced Chief Aguilar presented at the Rotary meeting; and attended Business Connect with Bevyhouse.

10) CONSENT CALENDAR

10.A) APPROVAL OF MINUTES

City Council Special Meeting May 14, 2026
City Council Special Meeting May 20, 2026
City Council Regular Meeting May 20, 2026

10.B) CONFLICT OF INTEREST CODE - BIENNIAL REVIEW

10.C) DISSOLVING OF THE CANNABIS STANDING COMMITTEE

10.D) CALLING THE NOVEMBER MUNICIPAL ELECTION AND REQUESTING CONSOLIDATION WITH THE STATEWIDE ELECTION

Motion: Approve Consent Calendar with Councilmember Cornejo abstain on the May 20, 2026 minutes.
Moved by Pedro A Chavez, seconded by Leslie Cornejo

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

11) ACTION ITEMS

11.A) REVIEW AND DIRECTION REGARDING VCOG REAP 2.0 CONCEPTUAL INFILL REDEVELOPMENT ACTION PLAN (IRAP) FOR THE EAST HARVARD INFILL SITE LOCATED AT 1397 E. HARVARD BLVD.

Nichole Garner, AICP - Senior Planner (Sanbell) provided a presentation on VCOG REAP 2.0 Conceptual Infill Redevelopment Action Plan (IRAP) for the East Harvard Infill Site Located at 1397 E. Harvard Blvd.

Motion: Approve Concept 1: Senior and Multi-Family Housing with Commercial and Through Street: Approximately 138 units with 8,250 S.F. of commercial/retail, resulting in a density of 22 dwelling units/acre (du/ac.), with reduction in units to offset the parking needed.
Moved by Leslie Cornejo, seconded by Pedro A Chavez

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

11.B) ARTIFICIAL INTELLIGENCE (AI) POLICY

Administrative Fellow Nicholle Azpera provided a presentation on the Artificial Intelligence (AI) Policy.

Following discussion, the City Council provided feedback, edits, and recommendations to further refine the policy as the City continues evaluating the potential implementation of AI tools across various municipal functions and bring back for final approval.

12) ITEMS FOR FUTURE AGENDAS

12.A) FUTURE AGENDA ITEMS

13) ADJOURNMENT

Mayor Juarez adjourned the meeting at 9:10 pm in memory Judy Felps, longtime resident of Santa Paula passed away on May 20th as a result of her battle with cancer.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Beatriz Jimenez, Assistant Finance Director

Subject: MAY 2026 WARRANTS AND CERTIFICATIONS

Date: June 17, 2026

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for May 2026, starting check number 344175 and ending check number 344412.
2. Review and accept the "Certification of Salaries" for the pay period ending dates May 1st, 2026, through May 15th, 2026.

BACKGROUND:

This staff report certifies the separation of duties between the Preparer (Accounting and Payroll Specialist) and the Reviewer (Finance Director and Assistant Finance Director).

Presented in the attached documents:

a) CERTIFICATION OF ACCOUNTS PAYABLE CHECKS by check number range and dates. It also discloses any voided checks.

b) EXPENSE REPORTS showing the amount and funds accounts payable came from.

The "Check Report" depicts the following columns:

c) AP-ACCOUNTS PAYABLE for the vendors (non-City staff) by the vendor number, vendor name, payment date, payment amount and check number (entitled 'number').

d) PY-PAYROLL for benefit payments, insurance, retirement, etc. Benefits payable on behalf of City staff.

e) Bank Code Summary by payment type.

f) Fund Summary by fund the accounts payables utilized.

CERTIFICATION OF SALARIES

This is the certification (separation of duties between "preparer" and the "reviewer") of salaries and benefits (payroll checks) by fund. It lists salary (payroll) issued checks by beginning and ending check number, payroll ending dates May 1st, 2026, through May 15th, 2026.

ANALYSIS:

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

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

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

ATTACHMENTS:

May 2026 AP and PY Certifications.pdf

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: 149146
ENDING CHK #: 149151

PAYROLL ENDING: 05/01/2026
PAY DATE: 05/08/2026

100	GENERAL FUND	370,236.07
104	GENERAL FUND-MEASURE T	105,124.35
108	GENERAL FUND-MEASURE R	18,454.59
206	STORMWATER PROGRAM	3,554.12
280	STATE GAS TAX FUND	18,332.89
312	CA USED OIL BLOCK GRANT	570.65
405	AAA-AREA AGCY ON AG	1,886.76
610	SEWER ENTERPRISE FUND	12,055.26
620	WATER ENTERPRISE FUND	88,940.86
702	EQUIP. MAINT. FUND	10,260.14
	$	**629,415.69**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

JULIE LATSHAW - CITY CLERK 6/8/2026 DATED

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

PREPARED BY:

MARIA RENTERIA - PAYROLL SPECIALIST 6/8/26 DATED

BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR 6/8/26 DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,001.59	370,236.07
104-GENERAL FUND-MEASURE T	2,085.73	105,124.35
108-GENERAL FUND - MEASURE R	446.96	18,454.59
206-STORMWATER PROGRAM	52.76	3,554.12
280-STATE GAS TAX	370.92	18,332.89
312-CA USED OIL BLOCK GRANT	7.00	570.65
405-AAA (AREA AGCY ON AGING)	68.45	1,886.76
610-SEWER	202.71	12,055.26
620-WATER	1,951.98	88,940.86
702-EQUIPMENT MAINTENANCE	173.00	10,260.14
Grand Total:	**11,361.10**	**629,415.69**

CERTIFICATION OF SALARIES

BEG. CHK #: 149152
ENDING CHK #: 149157

PAYROLL ENDING: 05/15/2026
PAY DATE: 05/22/2026

100	GENERAL FUND	373,079.63
104	GENERAL FUND-MEASURE T	106,771.96
108	GENERAL FUND-MEASURE R	19,042.07
206	STORMWATER PROGRAM	3,552.92
280	STATE GAS TAX FUND	18,551.25
405	AAA-AREA AGCY ON AG	1,942.07
610	SEWER ENTERPRISE FUND	13,309.57
620	WATER ENTERPRISE FUND	90,765.28
702	EQUIP. MAINT. FUND	10,076.33
	$	**637,091.08**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 6/8/2026
JULIE LATSHAW - CITY CLERK DATED

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

PREPARED BY:

Maria Renteria 6/9/26
MARIA RENTERIA - PAYROLL SPECIALIST DATED

6/8/26
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,144.73	373,079.63
104-GENERAL FUND-MEASURE T	2,372.61	106,771.96
108-GENERAL FUND - MEASURE R	466.96	19,042.07
206-STORMWATER PROGRAM	52.75	3,552.92
280-STATE GAS TAX	380.18	18,551.25
405-AAA (AREA AGCY ON AGING)	70.30	1,942.07
610-SEWER	235.78	13,309.57
620-WATER	1,728.55	90,765.28
702-EQUIPMENT MAINTENANCE	175.00	10,076.33
Grand Total:	**11,626.86**	**637,091.08**

EXHIBIT B:

CERTIFICATION OF ACCOUNTS PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	344175	THRU:	344177	DATED:	May 6, 2026
CHECK NO.:	344178	THRU:	344183	DATED:	May 7, 2026
CHECK NO.:	344184	THRU:	344192	DATED:	May 8, 2026
CHECK NO.:	344199	THRU:	344294	DATED:	May 14, 2026
CHECK NO.:	344295	THRU:	344295	DATED:	May 19, 2026
CHECK NO.:	344296	THRU:	344297	DATED:	May 21, 2026
CHECK NO.:	344298	THRU:	344306	DATED:	May 22, 2026
CHECK NO.:	344307	THRU:	344412	DATED:	May 28, 2026
DRAFT:	992632	THRU:	992632	DATED:	May 8, 2026
DRAFT:	992633	THRU:	992636	DATED:	May 13, 2026
DRAFT:	992637	THRU:	992637	DATED:	May 6, 2026
DRAFT:	992638	THRU:	992639	DATED:	May 13, 2026
DRAFT:	992640	THRU:	992640	DATED:	May 4, 2026
DRAFT:	992641	THRU:	992641	DATED:	May 13, 2026
DRAFT:	992642	THRU:	992642	DATED:	May 19, 2026
DRAFT:	992643	THRU:	992643	DATED:	May 20, 2026
DRAFT:	992644	THRU:	992644	DATED:	May 28, 2026
DRAFT:	992645	THRU:	992648	DATED:	May 27, 2026
DRAFT:	992649	THRU:	992649	DATED:	May 26, 2026
VOIDED CHECK NO.:	320458	THRU:	320458	DATED:	May 14, 2026
VOIDED CHECK NO.:	343994	THRU:	343994	DATED:	May 21, 2026
VOIDED CHECK NO.:	344086	THRU:	344086	DATED:	May 5, 2026
VOIDED CHECK NO.:	344200	THRU:	344200	DATED:	May 14, 2026
VOIDED CHECK NO.:	344300	THRU:	344300	DATED:	May 22, 2026
VOIDED CHECK NO.:	344290	THRU:	344290	DATED:	May 27, 2026
VOIDED CHECK NO.:	344210	THRU:	344210	DATED:	May 14, 2026

COUNCIL MEETING DATE: June 17, 2026

AMOUNT OF CERTIFICATION: $ 2,812,384.26

DISTRIBUTION BY FUND

100	GENERAL FUND	$550,519.57
103	CABLE TELEVISION FUND	$8,485.54
104	GENERAL FUND MEASURE - MEASURE T	$208,944.49
108	GENERAL FUND MEASURE - MEASURE R	$62,482.22
115	RECREATION PROGRAM	$9,433.25
205	NPDES STORMWATER QUALITY	$6,808.00
206	STORMWATER PROGRAM	$54,284.95
207	UNION OIL BUILDING ENDOWMENT	$910.00
229	SVCS-DESIGN/STUDY	$27,111.20
280	STATE GAS TAX	$62,532.32
282	LOCAL TRANSPORTATION-ART 3	$12,842.61
283	PROPOSITION 1B	$25,499.96
305	BEV CONTAINER RECYCLING	$511.89
312	CA USED OIL BLOCK GRANT	$63.33
405	AAA (AREA AGENCY ON AGING	$8,883.32
412	AMERICAN RESCUE PLAN	$13,886.92
450	HUD - CDBG	$12,402.21
500	HILLSBOROUGH OPEN SPACE MAINT	$130.00
504	HARVEST CFD EA1	$12,532.70
505	PBID	$529.49
610	SEWER ENTERPRISE	$942,757.55
620	WATER ENTERPRISE	$281,002.78
702	EQUIPMENT MAINTENANCE FUND	$19,956.24
800	CASH DEPOSIT TRUST FUND	$152,799.82
803	HARDING PARK TRUST	$9,103.21
804	DLA FOR FORMER RDA	$335,723.49
	TOTAL FUND DISTRIBUTION	$2,820,137.06

Variance of $7,752.80 due to voided checks.

PREPARED BY: Anairy Gonzalez
ANAIRY GONZALEZ
ACCOUNTING SPECIALIST

REVIEWED BY:
BEATRIZ JIMENEZ
ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: June 8, 2026

EXCEPT: _____

CITY CLERK: Julie Latshaw
JULIE LATSHAW, CITY CLERK

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

Fund Summary

Fund	Payment Amount
100 - GENERAL	550,519.57
103 - CABLE TELEVISION	8,485.54
104 - GENERAL FUND-MEASURE T	208,944.49
108 - GENERAL FUND - MEASURE R	62,482.22
115 - GENERAL RECREATION PRO	9,433.25
205 - NPDES STORMWATER QUALITY	6,808.00
206 - STORMWATER PROGRAM	54,284.95
207 - UNION OIL BULDING ENDOWMENT - OPERATING FU	910.00
229 - TRAFFIC IMPACT FEE	27,111.20
280 - STATE GAS TAX	62,532.32
282 - LOCAL TRANS TDA ART 3	12,842.61
283 - ROAD MAINT & REHAB SB1	25,499.96
305 - BEV CONTAINER RECYCLING	511.89
312 - CA USED OIL BLOCK GRANT	63.33
405 - AAA (AREA AGCY ON AGING)	8,883.32
412 - AMERICAN RESCUE PLAN	13,886.92
450 - HUD- CDBG	12,402.21
500 - HILLSBOROUGH OPEN SPACE	130.00
504 - HARVEST CFD EA1	12,532.70
505 - PROPERTY BUSINESS IMPROVEMENT DISTRICT	529.49
610 - SEWER	942,757.55
620 - WATER	281,002.78
702 - EQUIPMENT MAINTENANCE	19,956.24
800 - MISC DEPOSITS	152,799.82
803 - HARDING PARK TRUST	9,103.21
804 - DLA FOR FORMER RDA	335,723.49
Grand Total:	**2,820,137.06**



City of Santa Paula, CA

Check Report

By Check Number

Date Range: 05/01/2026 - 05/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE						
014127	RIVERA, CHRIS	05/14/2026	Regular	0.00	-59.40	320458
010034	LIMONEIRA CO	05/21/2026	Regular	0.00	-4,253.40	343994
016861	FAJARDO, EFREN	05/05/2026	Regular	0.00	-3,440.00	344086
011464	BUSINESS CARD	05/06/2026	Regular	0.00	1,959.94	344175
011464	BUSINESS CARD	05/06/2026	Regular	0.00	4,967.77	344176
017026	STEALTH MODE THREE LLC	05/06/2026	Regular	0.00	4,595.75	344177
017025	NEWSERVERLIFE LLC	05/08/2026	Regular	0.00	24,397.71	344190
017027	PEYTON CRAMER FORD	05/08/2026	Regular	0.00	66,991.95	344191
011571	AUDITOR-CONTROLLER	05/08/2026	Regular	0.00	335,723.49	344192
015498	AMAZON CAPITAL SERVICES	05/14/2026	Regular	0.00	17,469.36	344199
	Void	05/14/2026	Regular	0.00	0.00	344200
016588	AMERICAN AED, LLC.	05/14/2026	Regular	0.00	4,799.68	344201
011366	ASSOCIATION OF WATER AGENCIES OF VENTUI	05/14/2026	Regular	0.00	2,200.00	344202
017033	ASTRA BACKFLOW INC	05/14/2026	Regular	0.00	1,776.96	344203
011738	AT&T CALNET 3	05/14/2026	Regular	0.00	505.48	344204
016808	AZUL FOUNDATION	05/14/2026	Regular	0.00	3,603.60	344205
015318	BADGER METER	05/14/2026	Regular	0.00	5,791.04	344206
016546	BARK AND BRANCH LANDSCAPING	05/14/2026	Regular	0.00	4,820.00	344207
011231	BARON INDUSTRIES	05/14/2026	Regular	0.00	106.17	344208
011253	BAY ALARM COMPANY	05/14/2026	Regular	0.00	207.93	344209
011464	BUSINESS CARD	05/14/2026	Regular	0.00	-5,019.15	344210
011464	BUSINESS CARD	05/14/2026	Regular	0.00	5,019.15	344210
016682	CALPORTLAND COMPANY	05/14/2026	Regular	0.00	1,279.94	344211
016444	CENDEJAS, ERIC	05/14/2026	Regular	0.00	315.00	344212
015874	CHANDLER ASSET MANAGEMENT, INC.	05/14/2026	Regular	0.00	2,733.23	344213
015999	CHARTER COMMUNICATIONS HOLDING, LLC	05/14/2026	Regular	0.00	2,121.10	344214
013156	COAST CART, INC.	05/14/2026	Regular	0.00	453.89	344215
011137	COPQUEST, INC.	05/14/2026	Regular	0.00	45.04	344216
010932	COUNTY OF VENTURA IT SERVICES	05/14/2026	Regular	0.00	2,487.18	344217
017030	CRUZ, JESSICA	05/14/2026	Regular	0.00	150.00	344218
014331	CULLIGAN WATER	05/14/2026	Regular	0.00	252.25	344219
012191	DATAPROSE, LLC	05/14/2026	Regular	0.00	5,962.38	344220
016704	DAWSON, ROBERT	05/14/2026	Regular	0.00	2,197.25	344221
011210	DEPARTMENT OF JUSTICE	05/14/2026	Regular	0.00	66.00	344222
013724	DIRECT TV	05/14/2026	Regular	0.00	126.24	344223
013975	DODOS DESIGN - GARCIA, DAVID	05/14/2026	Regular	0.00	90.00	344224
015900	EXPRESS GLASS AND WINDOW, INC.	05/14/2026	Regular	0.00	1,720.00	344225
016861	FAJARDO, EFREN	05/14/2026	Regular	0.00	2,275.00	344226
010395	FAMCON PIPE & SUPPLY, INC.	05/14/2026	Regular	0.00	2,334.03	344227
017029	FAULK, MARK	05/14/2026	Regular	0.00	191.27	344228
010406	FERGUSON WATERWORKS #1084	05/14/2026	Regular	0.00	495.70	344229
010440	FGL ENVIRONMENTAL, INC	05/14/2026	Regular	0.00	3,107.00	344230
012437	FMP UNIFORM CO.	05/14/2026	Regular	0.00	113.14	344231
010432	FRANK'S PAINT & HARDWARE	05/14/2026	Regular	0.00	436.11	344232
010441	FRUIT GROWERS SUPPLY CO	05/14/2026	Regular	0.00	69.10	344233
016449	GAYTAN, CARLOS	05/14/2026	Regular	0.00	3,021.11	344234
017007	GLOBAL MEMORY PROCUREMENT CORP.	05/14/2026	Regular	0.00	17,477.37	344235
016931	GONZALEZ, ANAIRY	05/14/2026	Regular	0.00	334.00	344236
015222	GOODSUITE	05/14/2026	Regular	0.00	1,554.52	344237
012800	GRANITE CONSTRUCTION COMPANY	05/14/2026	Regular	0.00	349.72	344238
014369	GSI WATER SOLUTIONS, INC.	05/14/2026	Regular	0.00	15,620.30	344239
014069	HANSEN'S PLUMBING & MECHANICAL	05/14/2026	Regular	0.00	1,202.87	344240
015916	HAPA VETERINARY GROUP, INC.	05/14/2026	Regular	0.00	297.00	344241
010527	HDL COREN & CONE	05/14/2026	Regular	0.00	3,405.00	344242

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010537	HOUSE SANITARY SUPPLY	05/14/2026	Regular	0.00	1,017.92	344243
014988	INFRASCALE INC.	05/14/2026	Regular	0.00	1,619.58	344244
012750	JORDANO'S INC. AND SUBSIDIARIES	05/14/2026	Regular	0.00	2,187.80	344245
017032	KARAYAN, JOHN	05/14/2026	Regular	0.00	3,277.50	344246
013812	KG ASSOCIATES, INC.	05/14/2026	Regular	0.00	1,913.23	344247
017031	KIRSCH CREATIVE LLC	05/14/2026	Regular	0.00	500.00	344248
011796	LANDS' END BUSINESS OUTFITTERS	05/14/2026	Regular	0.00	818.27	344249
010061	LOWE'S	05/14/2026	Regular	0.00	239.76	344250
015442	MARIPOSA LANDSCAPES, INC.	05/14/2026	Regular	0.00	5,315.40	344251
013911	MICHAEL K. NUNLEY & ASSOCIATES, INC.	05/14/2026	Regular	0.00	45,901.76	344252
014436	MINER'S ACE HARDWARE	05/14/2026	Regular	0.00	2,378.65	344253
016863	OAKRIDGE LANDSCAPE, INC.	05/14/2026	Regular	0.00	15,684.90	344254
012691	O'REILLY AUTOMOTIVE STORES, INC.	05/14/2026	Regular	0.00	2,685.96	344255
015443	PASSPORT LABS, INC.	05/14/2026	Regular	0.00	1,110.46	344256
014663	PHOENIX CIVIL ENGINEERING, INC.	05/14/2026	Regular	0.00	2,200.00	344257
010289	PROUSYS, INC	05/14/2026	Regular	0.00	1,265.00	344258
013739	QUADIENT FINANCE USA, INC.	05/14/2026	Regular	0.00	2,000.00	344259
013730	QUADIENT LEASING USA, INC.	05/14/2026	Regular	0.00	1,267.20	344260
016827	R.D. OFFUTT COMPANY	05/14/2026	Regular	0.00	942.42	344261
014127	RIVERA, CHRIS	05/14/2026	Regular	0.00	59.40	344262
010738	RLD FIRE PROTECTION, INC.	05/14/2026	Regular	0.00	400.00	344263
010520	RP RENTALS	05/14/2026	Regular	0.00	2,619.04	344264
016305	RUGERIO, JOSE LUIS PEREZ	05/14/2026	Regular	0.00	403.00	344265
016876	SAENZ, CYNTHIA L.	05/14/2026	Regular	0.00	900.00	344266
010711	SANTA PAULA TIMES	05/14/2026	Regular	0.00	36.00	344267
017028	SHAY, KATHRYN	05/14/2026	Regular	0.00	395.60	344268
016993	SILICON NETWORKS, LLC	05/14/2026	Regular	0.00	3,541.36	344269
013909	SITEONE LANDSCAPE SUPPLY, LLC	05/14/2026	Regular	0.00	2,824.29	344270
010785	SMART & FINAL	05/14/2026	Regular	0.00	511.95	344271
011524	SOLID WASTE SOLUTIONS	05/14/2026	Regular	0.00	839.50	344272
010795	SOUTHERN CALIFORNIA EDISON	05/14/2026	Regular	0.00	41,753.55	344273
016034	SPIRIT OF SANTA PAULA	05/14/2026	Regular	0.00	1,337.03	344274
015809	STANDARD SITE RENTALS INC.	05/14/2026	Regular	0.00	1,566.65	344275
011144	STAPLES, INC.	05/14/2026	Regular	0.00	752.08	344276
015755	STONE WEST, INC.	05/14/2026	Regular	0.00	7,187.92	344277
015001	SYNAGRO-WWT, INC.	05/14/2026	Regular	0.00	21,517.32	344278
015728	THE COUNSELING TEAM INTERNATIONAL	05/14/2026	Regular	0.00	350.00	344279
011974	T-MOBILE USA INC.	05/14/2026	Regular	0.00	136.01	344280
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN	05/14/2026	Regular	0.00	168.26	344281
013736	V.C.T.C.	05/14/2026	Regular	0.00	355.00	344282
015439	VALU GROUP ENTERPRISES, INC.	05/14/2026	Regular	0.00	420.00	344283
010938	VENTURA COUNTY SHERIFF'S OFFICE	05/14/2026	Regular	0.00	6,274.65	344284
010975	VENTURA REGIONAL SANITATION DISTRICT	05/14/2026	Regular	0.00	22,088.50	344285
010952	VENTURA TROPHY COMPANY	05/14/2026	Regular	0.00	53.88	344286
011539	VERIZON WIRELESS	05/14/2026	Regular	0.00	2,681.13	344287
015847	WHITE RABBIT MAGIC LLC	05/14/2026	Regular	0.00	5,550.00	344288
014968	WILLDAN FINANCIAL SERVICES	05/14/2026	Regular	0.00	9,702.00	344289
016846	YOUNG STERLING CONSULTING LLC	05/14/2026	Regular	0.00	6,500.00	344290
016846	YOUNG STERLING CONSULTING LLC	05/27/2026	Regular	0.00	-6,500.00	344290
016027	YUNEX LLC	05/14/2026	Regular	0.00	5,795.42	344291
011464	BUSINESS CARD	05/14/2026	Regular	0.00	413.60	344292
011464	BUSINESS CARD	05/14/2026	Regular	0.00	2,022.14	344293
011464	BUSINESS CARD	05/14/2026	Regular	0.00	2,583.41	344294
015615	COUNTY OF VENTURA - CEO	05/19/2026	Regular	0.00	12,240.21	344295
016623	LEXIPOL, LLC	05/21/2026	Regular	0.00	6,798.26	344296
015987	MAINTSTAR, INC.	05/21/2026	Regular	0.00	26,000.00	344297
016770	NINJA BAKE COOKIES, LLC	05/22/2026	Regular	0.00	312.50	344298
011010	WILLDAN ENGINEERING	05/22/2026	Regular	0.00	115,962.99	344299
	Void	05/22/2026	Regular	0.00	0.00	344300
016128	4IMPRINT	05/28/2026	Regular	0.00	890.93	344307
010378	ALBERTSON'S/SAFEWAY	05/28/2026	Regular	0.00	717.86	344308

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
015448	ALL CITY MANAGEMENT SERVICES, INC.	05/28/2026	Regular	0.00	23,312.80	344309
015896	ALONSO TOOLS, LLC	05/28/2026	Regular	0.00	292.19	344310
015498	AMAZON CAPITAL SERVICES	05/28/2026	Regular	0.00	5,848.01	344311
016603	AMERICAN ALLIANCE DRUG TESTING	05/28/2026	Regular	0.00	264.00	344312
010725	AMERIGAS PROPANE LP	05/28/2026	Regular	0.00	163.60	344313
011354	AT&T MOBILITY	05/28/2026	Regular	0.00	2,477.33	344314
016812	AT&T MOBILITY, LLC	05/28/2026	Regular	0.00	40.50	344315
016546	BARK AND BRANCH LANDSCAPING	05/28/2026	Regular	0.00	6,500.00	344316
014680	BEST BEST & KRIEGER LLP	05/28/2026	Regular	0.00	32,449.80	344317
017035	BFS OPERATIONS LLC	05/28/2026	Regular	0.00	217.70	344318
013416	BIG 5 CORP	05/28/2026	Regular	0.00	473.97	344319
011211	BNY MELLON	05/28/2026	Regular	0.00	1,750.00	344320
014870	BOYD & ASSOCIATES	05/28/2026	Regular	0.00	910.00	344321
015398	BUNNIN CHEVROLET OF SANTA PAULA	05/28/2026	Regular	0.00	149.95	344322
011151	C.O.R. PLUMBING SUPPLIES	05/28/2026	Regular	0.00	3,005.00	344323
013878	CALIFORNIA RURAL WATER ASSOCIATION	05/28/2026	Regular	0.00	1,220.00	344324
011603	CALIFORNIA WOOD RECYCLING	05/28/2026	Regular	0.00	1,508.16	344325
012679	CAL-STATE AUTO PARTS	05/28/2026	Regular	0.00	964.63	344326
012390	CARDOZA, DANIEL HENRY	05/28/2026	Regular	0.00	480.00	344327
015999	CHARTER COMMUNICATIONS HOLDING, LLC	05/28/2026	Regular	0.00	362.33	344328
014038	COASTAL BYPRODUCTS	05/28/2026	Regular	0.00	610.00	344329
011137	COPQUEST, INC.	05/28/2026	Regular	0.00	317.57	344330
010418	CORELOGIC SOLUTIONS, LLC	05/28/2026	Regular	0.00	140.00	344331
015615	COUNTY OF VENTURA - CEO	05/28/2026	Regular	0.00	162.00	344332
011161	CRAGOE PEST SERVICES INC	05/28/2026	Regular	0.00	1,290.00	344333
014331	CULLIGAN WATER	05/28/2026	Regular	0.00	68.96	344334
011210	DEPARTMENT OF JUSTICE	05/28/2026	Regular	0.00	66.00	344335
013975	DODOS DESIGN - GARCIA, DAVID	05/28/2026	Regular	0.00	273.05	344336
016156	EFUEL LLC	05/28/2026	Regular	0.00	10,201.18	344337
010847	FARMERS IRRIGATION	05/28/2026	Regular	0.00	3,685.89	344338
014291	FEDEX	05/28/2026	Regular	0.00	137.85	344339
014348	FERRIS, SABRINA ZAN	05/28/2026	Regular	0.00	236.60	344340
010440	FGL ENVIRONMENTAL, INC	05/28/2026	Regular	0.00	323.00	344341
015835	FLORES, ELIXEO	05/28/2026	Regular	0.00	78.00	344342
010432	FRANK'S PAINT & HARDWARE	05/28/2026	Regular	0.00	756.64	344343
014061	FRONTIER COMMUNICATIONS	05/28/2026	Regular	0.00	4,005.43	344344
010441	FRUIT GROWERS SUPPLY CO	05/28/2026	Regular	0.00	252.45	344345
010797	GAS COMPANY, THE	05/28/2026	Regular	0.00	1,957.54	344346
012800	GRANITE CONSTRUCTION COMPANY	05/28/2026	Regular	0.00	189.79	344347
014369	GSI WATER SOLUTIONS, INC.	05/28/2026	Regular	0.00	14,360.18	344348
015916	HAPA VETERINARY GROUP, INC.	05/28/2026	Regular	0.00	214.60	344349
017034	HARVEST AT LIMONEIRA MASTER CORPORATIC	05/28/2026	Regular	0.00	4,253.40	344350
014686	HASA, INC.	05/28/2026	Regular	0.00	3,904.26	344351
016127	HOMELAND LANGUAGE SERVICES LLC	05/28/2026	Regular	0.00	2,310.56	344352
010537	HOUSE SANITARY SUPPLY	05/28/2026	Regular	0.00	2,567.47	344353
015640	HUITT-ZOLLARS, INC.	05/28/2026	Regular	0.00	14,832.50	344354
013711	INDEPENDENT ORDER OF ODD FELLOWS	05/28/2026	Regular	0.00	3,060.48	344355
010574	INGLIS IMPORTS	05/28/2026	Regular	0.00	339.70	344356
011546	INTEGRATED WASTE MANAGEMENT DIVISION	05/28/2026	Regular	0.00	2,598.33	344357
010595	J & H ENGINEERING GENERAL CONTRACTOR, IN	05/28/2026	Regular	0.00	200,315.70	344358
011796	LANDS' END BUSINESS OUTFITTERS	05/28/2026	Regular	0.00	162.08	344359
014388	LANE, NICK	05/28/2026	Regular	0.00	348.71	344360
013544	LARRY WALKER ASSOCIATES, INC.	05/28/2026	Regular	0.00	16,372.55	344361
010736	LEAGUE OF CALIFORNIA CITIES	05/28/2026	Regular	0.00	500.00	344362
013454	LEIBOLD MCCLENDON & MANN	05/28/2026	Regular	0.00	624.00	344363
016695	LEMONS, ROBERT	05/28/2026	Regular	0.00	1,935.92	344364
011496	LEON'S TRANSMISSION SERVICES - RESEDA	05/28/2026	Regular	0.00	1,402.00	344365
010017	LIEBERT CASSIDY WHITMORE	05/28/2026	Regular	0.00	80.00	344366
010061	LOWE'S	05/28/2026	Regular	0.00	1,971.84	344367
015633	M6 CONSULTING, INC.	05/28/2026	Regular	0.00	30,993.60	344368
016905	MARFER INK LLC	05/28/2026	Regular	0.00	480.70	344369

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
015442	MARIPOSA LANDSCAPES, INC.	05/28/2026	Regular	0.00	1,600.00	344370
013994	MEHTA MECHANICAL CO INC.	05/28/2026	Regular	0.00	545,300.00	344371
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC	05/28/2026	Regular	0.00	10,000.00	344372
014436	MINER'S ACE HARDWARE	05/28/2026	Regular	0.00	1,498.71	344373
015907	MISSION SQUARE RETIREMENT	05/28/2026	Regular	0.00	375.00	344374
012895	MNS ENGINEERS, INC.	05/28/2026	Regular	0.00	40,906.80	344375
015436	NUTRIEN AG SOLUTIONS, INC.	05/28/2026	Regular	0.00	1,470.51	344376
016863	OAKRIDGE LANDSCAPE, INC.	05/28/2026	Regular	0.00	3,600.00	344377
012691	O'REILLY AUTOMOTIVE STORES, INC.	05/28/2026	Regular	0.00	1,099.49	344378
016131	OXNARD PIPE & SUPPLY CO.	05/28/2026	Regular	0.00	54.08	344379
015443	PASSPORT LABS, INC.	05/28/2026	Regular	0.00	1,210.87	344380
014663	PHOENIX CIVIL ENGINEERING, INC.	05/28/2026	Regular	0.00	1,852.50	344381
016360	POSITIVE PROMOTIONS, INC.	05/28/2026	Regular	0.00	722.85	344382
016827	R.D. OFFUTT COMPANY	05/28/2026	Regular	0.00	591.60	344383
014934	RAMIREZ, JOSHUA	05/28/2026	Regular	0.00	897.00	344384
010520	RP RENTALS	05/28/2026	Regular	0.00	150.75	344385
016305	RUGERIO, JOSE LUIS PEREZ	05/28/2026	Regular	0.00	297.00	344386
010376	SAFETY-KLEEN SYSTEMS, INC.	05/28/2026	Regular	0.00	230.99	344387
012477	SANTA PAULA ROTARY CLUB	05/28/2026	Regular	0.00	119.00	344388
011263	SANTA PAULA SELF STORAGE	05/28/2026	Regular	0.00	821.00	344389
010711	SANTA PAULA TIMES	05/28/2026	Regular	0.00	1,558.60	344390
013467	SATICOY UPHOLSTERY - ZUNIGA, RUTILIO	05/28/2026	Regular	0.00	385.00	344391
017024	SERVER SUPPLY.COM, INC	05/28/2026	Regular	0.00	3,095.10	344392
014458	SHAH, KRISTEN	05/28/2026	Regular	0.00	1,248.00	344393
013909	SITEONE LANDSCAPE SUPPLY, LLC	05/28/2026	Regular	0.00	4,392.25	344394
010785	SMART & FINAL	05/28/2026	Regular	0.00	331.82	344395
010795	SOUTHERN CALIFORNIA EDISON	05/28/2026	Regular	0.00	94,583.13	344396
016929	SOUTHERN CALIFORNIA INTERGOVERNMENTA	05/28/2026	Regular	0.00	549.00	344397
016094	SOUTHERN CALIFORNIA PERMANENTE MEDICA	05/28/2026	Regular	0.00	2,250.00	344398
011144	STAPLES, INC.	05/28/2026	Regular	0.00	167.71	344399
013800	STERICYCLE ENVIRONMENTAL SOLUTIONS	05/28/2026	Regular	0.00	180.54	344400
017036	THE HANNA FIRM, APC	05/28/2026	Regular	0.00	275.00	344401
011389	TYLER TECHNOLOGIES, INC	05/28/2026	Regular	0.00	3,600.00	344402
011891	ULINE SHIPPING SUPPLIES	05/28/2026	Regular	0.00	6,274.07	344403
010975	VENTURA REGIONAL SANITATION DISTRICT	05/28/2026	Regular	0.00	198,232.24	344404
010952	VENTURA TROPHY COMPANY	05/28/2026	Regular	0.00	589.93	344405
016544	VERSATERM PUBLIC SAFETY, INC	05/28/2026	Regular	0.00	2,885.15	344406
016578	VITAL RECORDS HOLDINGS, LLC	05/28/2026	Regular	0.00	220.35	344407
013539	WAGE WORKS, INC.	05/28/2026	Regular	0.00	124.80	344408
013550	WHITE CAP, L.P.	05/28/2026	Regular	0.00	61.81	344409
014968	WILLDAN FINANCIAL SERVICES	05/28/2026	Regular	0.00	3,815.00	344410
013843	YOUNG, DUNCAN JAMES	05/28/2026	Regular	0.00	2,720.25	344411
016846	YOUNG STERLING CONSULTING LLC	05/28/2026	Regular	0.00	6,500.00	344412
015506	PAYMENTUS GROUP, INC.	05/19/2026	Bank Draft	0.00	12,395.10	992642

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	565	212	0.00	2,321,814.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-19,271.95
Bank Drafts	1	1	0.00	12,395.10
EFT's	0	0	0.00	0.00
	566	**220**	**0.00**	**2,314,937.52**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PY-PAYROLL						
011103	COLONIAL LIFE & ACCIDENT	05/07/2026	Regular	0.00	2,557.74	344178
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY	05/07/2026	Regular	0.00	803.21	344179
010371	METLIFE SBC	05/07/2026	Regular	0.00	375.39	344180
010331	RELIANCE STANDARD LIFE INSURANCE	05/07/2026	Regular	0.00	631.69	344181
014422	RELIANCE STANDARD LIFE INSURANCE	05/07/2026	Regular	0.00	5,011.76	344182
010331	RELIANCE STANDARD LIFE INSURANCE	05/07/2026	Regular	0.00	5,937.10	344183
011688	CALIFORNIA STATE DISBURSEMENT UNIT	05/08/2026	Regular	0.00	982.60	344184
010553	ICMA RETIREMENT TRUST-457	05/08/2026	Regular	0.00	15,746.29	344185
010554	ICMA RETIREMENT TRUST-457 (PT)	05/08/2026	Regular	0.00	1,031.29	344186
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	05/08/2026	Regular	0.00	2,000.00	344187
010291	SEIU LOCAL 721	05/08/2026	Regular	0.00	701.35	344188
010898	UNITED WAY OF VENTURA COUNTY	05/08/2026	Regular	0.00	10.00	344189
011688	CALIFORNIA STATE DISBURSEMENT UNIT	05/22/2026	Regular	0.00	982.60	344301
010553	ICMA RETIREMENT TRUST-457	05/22/2026	Regular	0.00	15,850.64	344302
010554	ICMA RETIREMENT TRUST-457 (PT)	05/22/2026	Regular	0.00	1,185.31	344303
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	05/22/2026	Regular	0.00	2,000.00	344304
010291	SEIU LOCAL 721	05/22/2026	Regular	0.00	701.35	344305
010898	UNITED WAY OF VENTURA COUNTY	05/22/2026	Regular	0.00	10.00	344306
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S'	05/08/2026	Bank Draft	0.00	105,502.07	992632
010420	INTERNAL REVENUE SERVICE	05/13/2026	Bank Draft	0.00	58,106.13	992633
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	05/13/2026	Bank Draft	0.00	19,405.09	992634
014872	STATE OF CALIFORNIA EDD - SDI	05/13/2026	Bank Draft	0.00	2,207.66	992635
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	05/13/2026	Bank Draft	0.00	82,613.98	992636
013539	WAGE WORKS, INC.	05/06/2026	Bank Draft	0.00	1,069.13	992637
013539	WAGE WORKS, INC.	05/13/2026	Bank Draft	0.00	2,416.31	992638
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	05/13/2026	Bank Draft	0.00	455.58	992639
014872	STATE OF CALIFORNIA EDD - SDI	05/04/2026	Bank Draft	0.00	280.70	992640
014872	STATE OF CALIFORNIA EDD - SDI	05/13/2026	Bank Draft	0.00	34.23	992641
013539	WAGE WORKS, INC.	05/20/2026	Bank Draft	0.00	462.76	992643
013539	WAGE WORKS, INC.	05/28/2026	Bank Draft	0.00	836.47	992644
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	05/27/2026	Bank Draft	0.00	82,766.26	992645
010420	INTERNAL REVENUE SERVICE	05/27/2026	Bank Draft	0.00	58,607.61	992646
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	05/27/2026	Bank Draft	0.00	19,482.81	992647
014872	STATE OF CALIFORNIA EDD - SDI	05/27/2026	Bank Draft	0.00	2,295.61	992648
010420	INTERNAL REVENUE SERVICE	05/26/2026	Bank Draft	0.00	4,386.02	992649

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	116	18	0.00	56,518.32
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	146	17	0.00	440,928.42
EFT's	0	0	0.00	0.00
	262	**35**	**0.00**	**497,446.74**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	681	230	0.00	2,378,332.69
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-19,271.95
Bank Drafts	147	18	0.00	453,323.52
EFT's	0	0	0.00	0.00
	828	**255**	**0.00**	**2,812,384.26**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2026	2,812,384.26
			2,812,384.26

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Greg Barnes, Parks and Recreation Director

Subject: CONTRACT FOR THE UNION OIL BUILDING ROOF REPLACEMENT PROJECT WITH *SOLAR ROOFING & ENERGY STORAGE, INC.*

Date: June 17, 2026

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with Solar Roofing & Energy Storage, Inc. for the Union Oil Building Roof Replacement, in the amount of $160,503.20.

BACKGROUND:

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

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

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

In addition to the roof replacement project being presented to City Council this evening for approval, other items listed above are also being addressed:

- Partial abatement has been completed. Additional work is being scheduled.
- Waterproofing efforts are underway. Contract is being issued for the excavation; waterproofing will follow.

ANALYSIS:

The roof replacement project was advertised in the Santa Paula Times and posted publicly. Bid documents were publicly opened and certified by the City Clerk on March 24th, 2026, in City Council Chambers. Six bids were received. The bid results are as follows:

Felsen Group	$287,500
BKM General Services	$273,080
Rainy Day Roofing, Inc.	$161,810
Solar Roofing & Energy Storage, Inc.	$145,912
Southland Roofing, Inc.	$186,500
Best Contracting Services, Inc.	$192,000

Staff finds that the low bid submitted by Solar Roofing & Energy Storage, Inc is an acceptable bid, is responsive, and meets the requirements of the bid documents. Bidding rules require that the City Council award the contract to the lowest responsive and responsible bidder or reject all bids.

The attached agreement (EXHIBIT B) is for an up to amount of $160,502.20, which will allow for a 10% contingency, if needed.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

Funding for the Union Oil Building Roof Replacement is included in the approved Fiscal Year 2025–2026 budget and is located in fund 207-5-1531-650. No additional General Fund impact is anticipated beyond the approved budget allocation.

OPTIONS:

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

1. Do not award the contract to Solar Roofing & Energy Storage, Inc.

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

ATTACHMENTS:

EXHIBIT A: Certified Bid Opening Union Oil Building Roof Replacement.pdf
EXHIBIT B: Union Oil Building Roof Replacement Agreement_Solar Roofing 2026.pdf

EXHIBIT A

CITY OF SANTA PAULA

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

PROJECT: SANTA PAULA MUSEUM ROOF REPLACEMENT PROJECT
PROJECT No.:
Bid Date: Thursday, March 24, 2026
Time of Opening: 3:00 PM
Location: Council Chambers

Bidder Company Name/City	Bid Amount	Bond	Addendum/a
Felsen Group	287,500		
BKM General Services	273,080		
Rainy Day Roofing, Inc.	161,810		
Solar Roofing and Energy Storage Inc.	145,912		
Southland Roofing, Inc.	186,500		
Best Contracting Services, Inc.	192,000		

Date: March 24, 2026

Laurie Menchaca for
Julie Latshaw, CMC
City Clerk

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

CITY OF SANTA PAULA
SHORT FORM CONSTRUCTION CONTRACT

Union Oil Building Roof Replacement

1. PARTIES AND DATE.

This Contract is made and entered into this 18th day of June, 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 Solar Roofing & Energy Storage Inc. a Corporation with its principal place of business at 25147 Jack Rabbit Acres, Escondido, CA 92026 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

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

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

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

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

3. TERMS

3.1 Compensation and Payment.

3.1.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor up to the Contract Price of One Hundred Sixty Thousand, Five Hundred Two Dollars and Twenty Cents ($160,502.20) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

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

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

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

3.1.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

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

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

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

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

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

- Scope of Work (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment and Performance Bonds (Exhibit “F”)
- 2024 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9 (Exhibit “G”)
- Contractor’s License (Exhibit “H”)
- Insurance (Exhibit “I”)
- Department of Industrial Relations Registration (Exhibit “J”)

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

3.3 Contractor’s Basic Obligation; Scope of Work.

3.3.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures

and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

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

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

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

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

3.4 Substitutions / "Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

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

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

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

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within 90 days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of One Thousand Six Hundred Twenty One Dollars ($1,621.00) per day for each and every calendar day of delay beyond the Contract

Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.5.3 A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

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

3.7 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.9 Labor.

3.9.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

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

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

3.9.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what

respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

3.9.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

3.10 Performance of Work; Jobsite Obligations.

3.10.1 Water Quality Management and Compliance.

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

performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.10.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

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

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

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

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

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

3.10.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.10.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

3.10.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

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

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

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

3.10.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's

ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters.

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

3.11 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.12 Claims; Government Code Claim Compliance.

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

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

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

and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

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

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

3.12.4.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.12.4.3 Chronology of events and correspondence

3.12.4.4 Analysis of claim merit

3.12.4.5 Analysis of claim cost, including calculations and supporting documents

3.12.4.6 Time impact analysis in CPM format

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

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

3.12.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the additional documentation, or within a period

of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

3.12.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

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

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

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

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

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

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

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

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

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

3.12.10 Government Code Claim Procedures.

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

3.12.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

3.12.10.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

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

3.12.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this

section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

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

3.14 Indemnification.

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

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

3.15 Insurance.

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

subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

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

3.15.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk:* Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City). Policies shall not contain exclusions contrary to this Contract.

3.15.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 general aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Builders'/All Risk:* Completed value of the project. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

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

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

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

3.15.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

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

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and volunteers.

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

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and volunteers.

3.15.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit

of not less than $1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

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

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

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

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

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

3.16 Bond Requirements.

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

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

3.16.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.16.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

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

3.18 Employee/Labor Certifications.

3.18.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

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

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

3.20 General Provisions.

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

3.20.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory

coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

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

3.20.4 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

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

CONTRACTOR:

SOLAR ROOFING & ENERGY STORAGE INC.
25147 JACK RABBIT ACRES
ESCONDIDO, CA 92026
ATTN: DAVID MASSEY, OWNER

CITY:

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

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

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

3.20.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by

Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

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

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

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

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

3.20.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

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

3.20.15 Certification of License.

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

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

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

3.20.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

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

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

[Signatures on Next Page]

SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF SANTA PAULA
AND SOLAR ROOFING & ENERGY STORAGE

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

CITY OF SANTA PAULA

Approved:

By: _____
DAN SINGER
CITY MANAGER

ATTESTED:

By: _____
Julie Latshaw
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo
City Attorney

SOLAR ROOFING & ENERGY STORAGE INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

1109997
Contractor's License Number and Classification

2000007774
DIR Registration Number

EXHIBIT "A"

SCOPE OF WORK

CITY OF SANTA PAULA OIL MUSEUM ROOF REPLACEMENT PROJECT
PROJECT LOCATION:
1001 EAST MAIN STREET, SANTA PAULA, CA 93060

The purpose of this scope of work is to acquire bids for replacement of the City of Santa Paula Oil Museum roof. The following line items must be included in a cost estimate:

1.0 Site Preparation

1.1 Ensure all roof openings, skylight wells, HVAC vents and plumbing vents are protected to prevent air contamination. Cover openings with a minimum of 2 layers of plastic sheeting. All existing HVAC equipment, ducts, condensate lines and conduits to be removed prior by others.

1.2 Provide roll off dumpster for the duration of the project for the disposal of all non-toxic and building material trash generation. Dumpster to be located in rear parking area (1 no.)

2.0 Abatement

2.1 Provide 1 no. designated hazardous material sealed trash dumpster for all abatement waste and disposal. Per City of Santa Paula Code regulations, dumpster must be supplied by Athens Services.

2.1.1. Contractor to verify availability of hazardous waste dumpster and coordinate order with work schedule prior to commencement of project.

2.2 Remove all existing built-up roofing and roof materials identified in the FCG Environmental Survey Report dated July 30th, 2023 (Appendix A)

2.2.1. Asbestos abatement required for removal of all roof black mastic, all roof black felt and all existing torch down material identified as "grey shingles" in the report located on interior side of parapet walls.

2.2.2. Contractor to refer to FCG Environmental Survey Report dated July 30th, 2023, for all Abatement. Section 5.0 Asbestos Bulk Sampling, Table No. 3 and Section 7.2 Conclusion – Asbestos Survey Finding Recommendations.

3.0 Testing and Clearance to be completed prior to continuation of construction

3.1 Contractor to facilitate, coordinate and prepare job site for independent testing of post abatement areas.

3.1.1. Schedule for the testing consultant to be confirmed by the contract- or prior to completion of abatement and Project Manager notified.

3.1.2 Report to be submitted to Project Manager (RWC) for review and approval.

3.2 City of Santa Paula to be responsible for associated testing fees.

4.0 Demolition and removal of all remaining roof materials, existing curbs and existing roof accessories as defined below

4.1 Remove & replace all existing sheet metal gutter and flashing as required for leak repair.

4.2 Remove & replace all existing sheet metal scupper flashing as required for leak repair.

4.3 Remove & replace all existing roof drains (6 no).

4.4 Remove & replace all existing HVAC equipment built-up curbs and existing skylight built-up curbs.

4.5 Remove existing whirlybird ventilation fans, 2 no. at lower roof and 2 no. at upper roof areas (4 no.).

4.6 Remove existing roof hatch assembly including existing built-up curbs.

4.7 Remove and safely store existing skylights located in upper roof (2 no.).

4.8 Remove existing weather station equipment and unsecured uplight fixture. Store both items for future client use.

5.0 Installation of New Roof

5.1 Inspect existing roof sheathing and underlying materials for damage and replace as required with like material.

5.2 Enlarge existing roof hatch opening to accommodate new code compliant larger roof hatch assembly (4' x 4'). Coordinate new opening size and new built-up curb with new roof access ladder, new roof mounted guardrail and new roof material.

5.3 Install new built-up curbs at former HVAC equipment locations, existing skylight locations and new roof access hatch.

5.4 Install new medium sump clamp ring and cast-iron beehive dome roof drains Manuf. Josam or approved equal (6 no.).

5.5 Prepare existing and repaired roof surface for new roof adhesion.

5.6 Install new high performance, multi-ply low-slope roof system comprised of fiberglass base sheet and torch-applied modified mineral roll sheet for Class "A" fire rating on entire roof surface and interior of all parapet walls per manufacturer's specifications (5,800 sq. ft.).

6.0 Installation of Flashing

6.1 Install continuous (approx.14" width) ga. metal coping flashing at all exterior and interior parapet walls (508 lin. ft.). Flashing to completely cover parapet top surface with 3" drip edges over pressure treated anchored nail plate. Flashing to be primed and painted with min. 2 coats PPG "Timeless" color # 1058-6 or approved equal. Color to match existing brick color.

6.2 Install new continuous standard 4" width ga. metal flashing with min. 1" lip at interior corner of cupola and lower roof assembly (9 lin. ft.).

6.3 Install new continuous standard 4" width ga. metal flashing with min. 1" lip at all (6 no.) existing masonry chimneys (approx. 56 lin. ft.).

6.4 Install new continuous standard 4" width ga. metal flashing with min. 1" lip at 2 no. at new built-up curbs for skylight wells (approx. 43 lin. ft.).

6.5 Install new ga. metal flashing at all new square gravity vent stacks (19 lin. ft.).

6.6 Install new ga. metal jack flashing at Toilet Room vent stacks, 1 no. at lower roof Public Toilet Room, and 1 no. at upper roof Toilet Room (2 no. total).

6.7 Apply sealant to all flashing per manufacturer's specifications.

7.0 Installation of New Roof Accessories

7.1 Install new tread walkway (20" min. width for current code compliance) polyester reinforced .096 (2.4mm) weldable membrane with surface embossment. Manuf. American Grating "GRIDWALK" system or approved equal. Walkway to extend to all existing roof HVAC platforms (175 lin. ft.).

7.2 Install step-over stairs at upper roof interior parapet locations (2 no.).

7.3 Install new fixed extruded aluminum heavy duty access ladder to exterior of 2nd floor Storage Room window to allow for lower roof access. , Manuf. O'Keefe's Inc. or approved equal (1 no.).

7.4 Install new fixed extruded aluminum heavy duty roof access ladder, Manuf. O'Keefe's Inc. or approved equal. New ladder and installation to integrate with roof hatch assembly for current code compliance (1 no.).

7.5 Install new roof hatch at existing roof hatch location. New roof hatch to meet current California codes (min. 16 sq. ft. clear opening with min. 2' clear width). Manuf. Bilco, model #: F-50 48x48 Aluminum Roof Hatch or approved code compliant equal (1 no.).

7.6 Install new guardrail at roof hatch, Manuf. Bilco, Model # RL2-F 48×48 Hatch Railing or approved code compliant equal (1 no.).

7.7 Install new fire safe square roof gravity vents Manuf. Able Sheet Metal Economy Gravity Vents ga. metal 14" x 14" square with ¼" 23 ga. square mesh or approved equal (4 no.)

7.8 Install new fire safe exhaust vents at lower roof Staff Toilet Room. Manuf. Air King or approved equal (2 no.).

7.9 Reinstall existing stored skylights, reattach on new curbs, flash and seal.

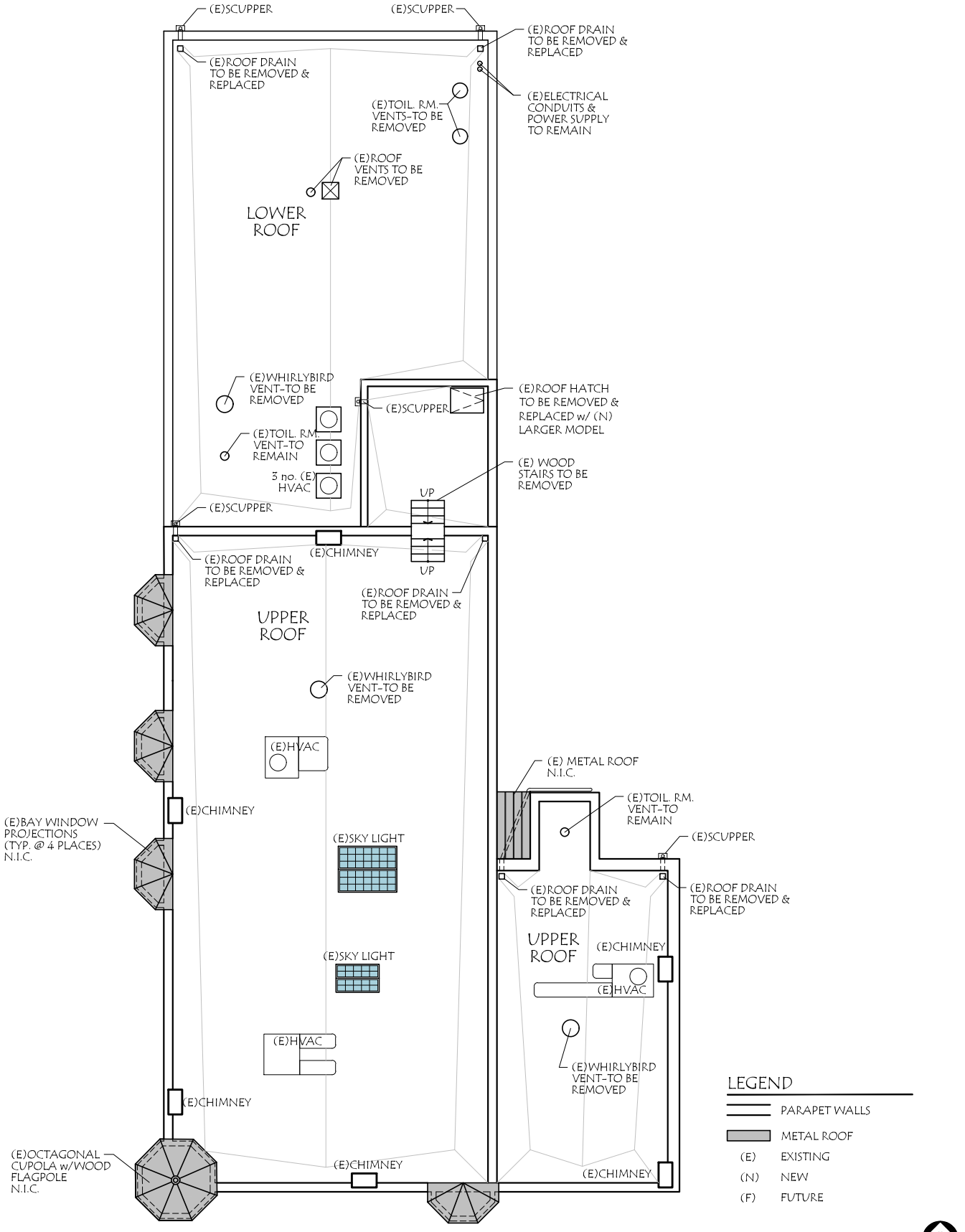
Additional Info:

- Project to be completed to and comply with all accepted industry standards and all current applicable Building and Safety codes.
- Manufacturer Roof Warranty for a minimum 20-year life.
- Contractor and all sub-contractors are required to maintain a clean job site at all times including but not limited to: removal of all trash and excess materials daily, all construction areas to be swept daily and kept generally free of litter, excess materials and waste.
- Contractor to ensure job site is secure at all times. At **NO** time shall the job site be unlocked and accessible to the general public. All doors to remain locked, alarmed and opened only in coordination with City Maintenance staff and/or Project Manager.
- Upon completion of work, contractor to repair all damaged items and areas caused during construction.
- Contractor to coordinate all required inspections for new roof including but not limited to: demolition, framing required for new roof hatch opening and guardrail, walkway and step overs, prior to new roofing placement and all applicable code compliance. Project Manager (RWC) to be notified prior to inspections.

- Contractor to be responsible for pulling of permit, job card and job site inspection sign offs. All site documentation to be provided to the Project Manager upon completion of project.

EXHIBIT “B”

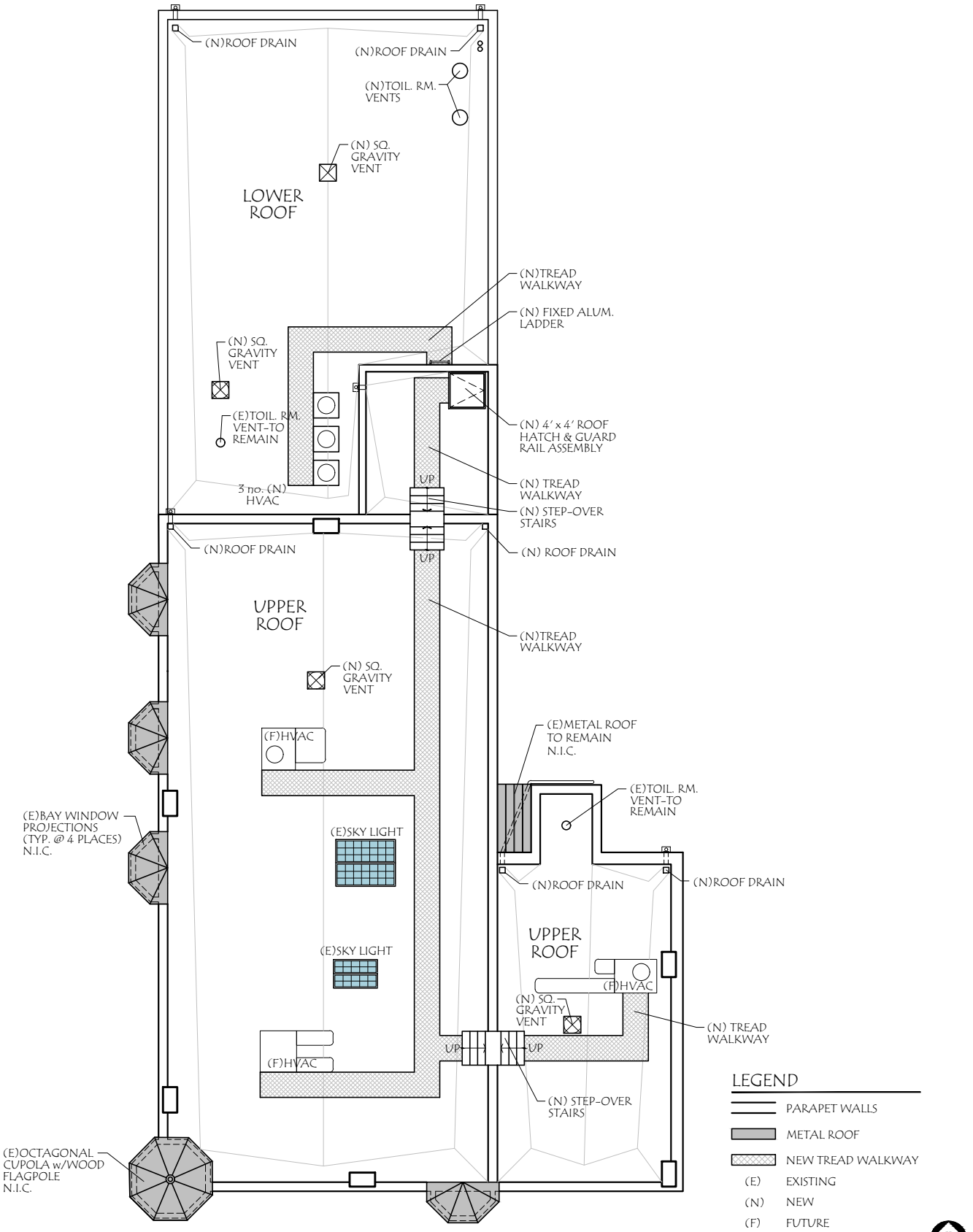
PLANS AND SPECIFICATIONS



OIL MUSEUM BUILDING

EXISTING ROOF PLAN

NOT TO SCALE



OIL MUSEUM BUILDING

NEW ROOF PLAN

NOT TO SCALE

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

Solar Roofing and Energy Storage Inc.

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor: Solar Roofing & Energy Storage Inc.

DIR Registration Number: 2000007774

DIR Registration Expiration: 06-30-2026

Small Project Exemption: _____ Yes or __x___ No

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

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

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

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

Name of Contractor: Solar Roofing and Energy Storage Inc.

Signature:_____

Name and Title:_____

Dated:_____

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

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santa Paula (hereinafter referred to as "City") has awarded to Solar Roofing and Energy Storage, Inc. ,(hereinafter referred to as the "Contractor") an agreement for City of Santa Paula Oil Museum Roof Replacement (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Solar Roofing and Energy Storage, Inc. , the undersigned Contractor and Developers Surety and Indemnity Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of One Hundred Forty Five Thousand Nine Hundred Twelve DOLLARS, ($ 145,912.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ~~24th~~ 02 day of ~~April~~ MAY, 2026).

(Corporate Seal)

Solar Roofing and Energy Storage, Inc.
Contractor/ Principal

By David Massey

Title President

(Corporate Seal)

Developers Surety and Indemnity Company
Surety

By _____
Andrew Sysyn, Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

The rate of premium on this bond is $30 per thousand. The total amount of premium charges, $ 4,377.00.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) Developers Surety and Indemnity Company
21900 Burbank Blvd., Suite 270
Woodland Hills, CA 91367

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California) Surety 818-443-9323

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange
On April 24, 20 26, before me, Maria Sysyn, Notary Public, personally

appeared Andrew Sysyn, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

MARIA SYSYN
Notary Public - California
Orange County
Commission # 2468022
My Comm. Expires Nov 7, 2027

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General

☒ Attorney-In-Fact
☐ *Trustee(s)*
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)

On 02 MAY 2026 before me, M. H. BROWN - NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DAVID MASSEY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. H. BROWN
COMM. # 2435191
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
COMM. EXPIRES FEB. 15, 2027

(Seal)

Signature

Bond No. 0100232

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Santa Paula (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to Solar Roofing and Energy Storage, Inc. hereinafter designated as the "Principal," a contract for the work described as follows:
City of Santa Paula Oil Museum Roof Replacement (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and Developers Surety and Indemnity Company as Surety, are held and firmly bound unto the City in the penal sum of One Hundred Forty Five Thousand Nine Hundred Twelve dollars ($145,912.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining

or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of April, 2026

(Corporate Seal)

Solar Roofing and Energy Storage, Inc.
Contractor/ Principal

By David Massey

Title President

Developers Surety and Indemnity Company
Surety

(Corporate Seal)

By Andrew Sysyn

Andrew Sysyn, Attorney-in-Fact

Title Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange
On April 24, 2026, before me, Maria Sysyn, Notary Public, personally

appeared Andrew Sysyn, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

MARIA SYSYN
Notary Public - California
Orange County
Commission # 2468022
My Comm. Expires Nov 7, 2027

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☒ Attorney-In-Fact
- ☐ *Trustee(s)*
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Andrew Sysyn , of San Juan Capistrano, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective **November 14, 2025**

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this August 7, 2024 .

By: _____

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this ___ day of _____, 20___, before me, Hoang-Quyen Phu Pham , personally appeared Sam Zaza , who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

DocuSigned by:
By: Janie Clark Janie Clark, Assistant Secretary
876B6D3E22364A8...

Docusign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Ed. 0824

Signed and sealed this 24 day of APRIL , 2026 .

EXHIBIT "G"

THE GREENBOOK

2024 Greenbook

I, the undersigned Contractor, am aware of the provisions of 2024 Edition of the Standard Specifications for Public Works Construction (The Greenbook), and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

Solar Roofing and Energy Storage Inc.

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT “H”

CONTRACTOR’S LICENSE

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1109997

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

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

Data current as of 4/27/2026 5:00:05 PM

Business Information

SOLAR ROOFING AND ENERGY STORAGE INC
25147 JACK RABBIT ACRES
ESCONDIDO, CA 92026
Business Phone Number:(760) 580-7559

Entity Corporation
Issue Date 09/12/2023
Reissue Date 04/25/2025
Expire Date **04/30/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- B - GENERAL BUILDING
- C39 - ROOFING
- C46 - SOLAR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with PHILADELPHIA INDEMNITY INSURANCE COMPANY .
Bond Number: PB10163410207
Bond Amount: $25,000
Effective Date: 04/25/2026
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual DAVID MATTHEW MASSEY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/25/2025

Workers' Compensation

An employee service group holds the workers compensation insurance.
Policy Number:WC898633101
Effective Date: 06/01/2025
Expire Date: 06/01/2026
Workers' Compensation History

Miscellaneous Information

- 04/25/2025 - LICENSE REISSUED TO ANOTHER ENTITY

Back to Top

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EXHIBIT "I"

INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/20/2026

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

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

PRODUCER	CONTACT NAME: Colleen Woods	
Coastal American Insurance Services 34145 Pacific Coast Hwy, Suite 165 Dana Point CA 92629	PHONE (A/C, No, Ext): (949) 388-9758	FAX (A/C, No): (866) 456-5806
	E-MAIL ADDRESS: colleen@coastalamericanins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Solar Roofing and Energy Storage Inc 25147 Jack Rabbit Acres Escondido CA 92026	INSURER A : Kinsale Insurance Company	38920
	INSURER B : Scottsdale Insurance Company	41297
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Pollution $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	0100322760-1	08/29/2025	08/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	0100394848-0	08/29/2025	08/29/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Excess Liability-2nd Layer			CXS4062352	08/29/2025	08/29/2026	Each Occurrence Aggregate	$3,000,000 $3,000,000

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

City of Santa Paula is included as additional insured, primary/non-contributory and waiver of subrogation as indicated above.

CERTIFICATE HOLDER

City of Santa Paula
970 Ventura Street
Santa Paula CA 93060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT- BLANKET

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100322760-1	08/29/2025 12:01AM at the Named Insured address shown on the Declarations	Solar Roofing and Energy Storage Inc.
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

A. **SECTION II – WHO IS AN INSURED** is amended to include any person(s) or organization(s) you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage", but only for such "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations; or

(2) In connection with your premises owned or rented to you.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance provided by this endorsement shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2026

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

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

PRODUCER	CONTACT NAME:	
Marsh McLennan Agency, LLC - Bouchard Region 101 North Starcrest Drive Clearwater, FL 33765	PHONE (A/C, No, Ext): (727) 447-6481	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich-American Insurance Company	16535
INSURED FrankCrum 11, Inc. Labor Contractor, for co-employees of: Solar Roofing and Energy Storage Inc 100 South Missouri Avenue Clearwater, FL 33756	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 26FL0801243327 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 89-86-331-02	06/01/2026	06/01/2027	X 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
				Location Coverage Period:	06/01/2026	06/01/2027	Client# AB611-CA	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Solar Roofing and Energy Storage Inc
25147 Jack Rabbit Acres
Escondido, CA 92026

CERTIFICATE HOLDER

City of Santa Paula
970 E. Ventura Street
Santa Paula, CA 93061

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Todd George

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2026

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

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PRODUCER	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
KRAFT LAKE INS PO BOX 1426 LOC 3115, GRAND RAPIDS, MI 49501	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : United Financial Casualty Company	11770
INSURED	INSURER B :	
SOLAR ROOFING AND ENERGY STORAGE INC 3257 Avenida Anacapa Carlsbad, CA 92009	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 821270777261454079D042226T123809 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO							
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	N	867097041	12/17/2025	06/17/2026	BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	Y	N	867097041	12/17/2025	06/17/2026	$	

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pace

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
KRAFT LAKE INS	SOLAR ROOFING AND ENERGY STORAGE INC 3257 Avenida Anacapa Carlsbad, CA 92009
POLICY NUMBER 867097041	
CARRIER / **NAIC CODE** United Financial Casualty Company / 11770	**EFFECTIVE DATE:** 12/17/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	$300,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2023 CHEVROLET SILVERADO MEDIUM DUTY 1HTKHPVMXPH876207

Stated Amount $133,993

Comprehensive	$250 Ded
Collision	$500 Ded
Rental Reimbursement	$50 Per Day ($1,500 Max)
Roadside Assistance	Selected w/$250 Ded

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EXHIBIT "J"

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

2000007774 - SOLAR ROOFING AND ENERGY STORAGE INC

Customer Account Lookup

PWCR	Legal Entity Name
2000007774	SOLAR ROOFING AND ENERGY STORAGE INC
Contractor Status	Doing Business As (DBA)
DIR Approved	SOLAR ROOFING AND ENERGY STORAGE INC
CSLB	Business Structure
1109997	Corporation
Business Phone	President
7605807559	David Massey
Ext	Email
	DMASSEY1963@GMAIL.COM
Registration Start Date	Registration End Date
2025-07-01	2026-06-30

Crafts

Roofer General Building

Address

Mailing Address	Physical Address
25147 Jack Rabbit Acres	
Mailing Address - City	Physical Address - City
Escondido	
Mailing Address - State	Physical Address - State
CA	
Mailing Address - Zip	Physical Address - Zip

92026

Mailing Address - Country

United States

Physical Address - Country

Related Lists

Registration Dates 2

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CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Nicholle Azpera, Americorp Fellow

Subject: ARTIFICIAL INTELLIGENCE (AI) POLICY

Date: June 17, 2026

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7620 to approve the amended Artificial Intelligence (AI) Use & Governance Policy for the City of Santa Paula.

BACKGROUND:

On June 3, 2026, staff presented the proposed Artificial Intelligence (AI) Use & Governance Policy and Resolution No. 7620 to the City Council for review and discussion. The proposed policy was developed to establish a governance framework for the responsible, ethical, secure, and transparent use of AI technologies in City operations.

During its review, the City Council, overall, supported the policy and directed staff to make several revisions prior to adoption. Council's recommendations included expanding language regarding human oversight and user responsibilities, including acknowledgment of AI hallucinations; providing additional context regarding the purpose and need for an AI policy; replacing references to "staff" with "users" throughout the policy; and reorganizing the Definitions section, including the addition of a definition for Secure Enterprise AI.

Staff has incorporated the requested revisions and is returning the updated policy for City Council consideration. The policy continues to provide guidance regarding acceptable and prohibited uses of AI technologies, human oversight requirements, cybersecurity protections, public records considerations, user responsibilities, and disclosure practices. Attachment 1, Sample AI Uses, remains included to provide practical examples of appropriate AI applications and higher risk uses requiring additional oversight.

Adoption of the policy will provide the City with a formal governance framework to support responsible innovation while protecting confidential information, maintaining public trust, and ensuring compliance with applicable laws and City policies.

ANALYSIS:

Following a review of the proposed Artificial Intelligence (AI) Use & Governance Policy on

June 3, 2026, the City Council directed staff to revise and strengthen the policy prior to adoption. Council's recommendations included:

- Expand language throughout the policy regarding human oversight and human judgment, emphasizing that AI tools are intended to support, not replace, human decision-making.
- Further define user responsibilities, including acknowledgment that AI systems may produce inaccurate, incomplete, or potentially fabricated information, and that all AI-generated content must be reviewed and verified by users prior to use.
- Add additional context explaining why the City is adopting an AI policy, including the need to promote responsible innovation, maintain public trust, protect sensitive information, and establish consistent standards for AI use.
- Replace references to "staff" with "users" throughout the policy to ensure the policy applies broadly to all authorized users of City AI systems.
- Reorganize the policy's Definitions section and incorporate a definition for Secure Enterprise AI to better distinguish approved enterprise-grade AI tools from publicly available AI platforms.

Staff incorporated these revisions into the updated policy presented for Council approval.

STRATEGIC PLAN:

The proposed amended Artificial Intelligence (AI) Use & Governance Policy supports the City of Santa Paula FY 2025–2027 Strategic Plan by advancing the City's goals related to operational excellence, innovation, technology modernization, customer service, and public safety.

The policy establishes a framework for the responsible, secure, and ethical use of AI technologies to improve service delivery, operational efficiency, communication, and public engagement while maintaining transparency, cybersecurity protections, and meaningful human oversight.

FISCAL IMPACTS:

Adoption of the proposed amended Artificial Intelligence (AI) Use & Governance Policy is not anticipated to have a significant immediate fiscal impact on the City’s General Fund. Existing staff resources will be utilized for policy implementation, employee guidance, and administrative oversight.

Future fiscal impacts may arise if the City elects to procure enterprise AI software platforms, cybersecurity enhancements, employee training programs, or additional AI-related technology solutions. Any future expenditures associated with AI software, pilot programs, or expanded technology initiatives would be evaluated and presented to the City Council for consideration through the annual budget process or separate Council action, as applicable, or may be a part of existing, adopted budgets.

The proposed policy is intended to establish governance, risk management, and operational guidelines prior to broader implementation of AI technologies within City operations.

OPTIONS:

The following options are available for City Council consideration: approve and adopt the proposed amended Artificial Intelligence (AI) Use & Governance Policy; approve and adopt the proposed amended policy with modifications as directed by the City Council; direct staff to make additional revisions to the proposed amended policy and return it for future consideration; or decline to adopt the proposed amended Artificial Intelligence (AI) Use & Governance Policy at this time.

ATTACHMENTS:

Exhibit A to CITY OF SANTA PAULA AI POLICY.pdf
Attachment I to Policy - Sample AI Uses.pdf
Resolution 7620 - AI Policy.pdf

City of Santa Paula

Artificial Intelligence (AI) Use & Governance Policy

June 17, 2026

1. Purpose

The purpose of this policy is to establish clear guidance for the responsible, ethical, transparent, and secure use of Artificial Intelligence (AI) technologies by the City of Santa Paula.

This policy is intended to:

- Encourage innovation and operational efficiency;
- Improve public services and internal workflows;
- Protect privacy, confidentiality, and public trust;
- Ensure human oversight and accountability;
- Establish safeguards for the use of AI technologies; and
- Align AI implementation with the City's mission, values, and strategic goals.

The City recognizes AI as a tool that may improve customer service, communications, operational efficiency, data accessibility, emergency preparedness, and government transparency when used responsibly.

2. Scope

This policy applies to:

- City employees;
- Elected and appointed officials; and
- Consultants and contractors working on behalf of the City;

This policy applies whether AI systems are:

- Purchased;
- Developed internally;
- Embedded within software products;
- An AI-enabled software, platform, or service used for City business; or
- Accessed through third-party services such as ChatGPT, Common Space, ZenCity, Microsoft Copilot, Zoom AI, or similar platforms.

3. Definitions

Artificial Intelligence (AI): A machine-based system capable of generating content, recommendations, predictions, summaries, or decisions using data and algorithms. This definition includes Generative AI systems.

Generative AI Systems: AI systems capable of creating content such as text, images, video, audio, code, or presentations based on user prompts.

User: Any employee, contractor, volunteer, intern, consultant, or official utilizing AI systems for City purposes.

Sensitive Information: Information not intended for public release, including, without limitation:

- Personally identifiable information (PII);
- Personal records;
- Law enforcement information;
- Legal communications;
- Protected health information;
- Financial account information; and
- Confidential procurement or contract information.

Secure Enterprise: An approved and protected organizational environment that enables the safe use of technology and AI while ensuring the security, privacy, confidentiality, integrity, and responsible management of City data and operations.

4. Guiding Principles

The City and Users shall use AI technologies in accordance with the following principles:

1. Transparency

AI use should be disclosed when appropriate, especially when interacting directly with residents. AI-generated images, audio, and video that could be reasonably mistaken as real must include a clear and visible disclosure. The exception is when AI-generated images are clearly decorative, stylistic, or illustrative in nature (e.g., icons, abstract designs, obvious illustrations, infographics, or modern equivalents of clipart)

B. Human Oversight

Sensitive information shall not be entered into publicly available AI tools unless expressly approved through secure enterprise agreements and City cybersecurity protocols.

Publicly available AI tools operate outside the City's controlled technology environment, meaning users often have limited visibility into how submitted information is stored, processed, retained, or shared. Sensitive or restricted data entered into these systems may be stored on external servers, used to improve AI models, or exposed through system logs, third-party integrations, or cybersecurity incidents.

Maintaining human oversight helps reduce cybersecurity, legal, and operational risks by ensuring that confidential information is handled appropriately and in accordance with applicable laws, regulations, and City policies. Unauthorized disclosure of personnel records, infrastructure

information, law enforcement communications, resident data, or other protected information could result in privacy violations, legal liability, reputational harm, or threats to public safety.

Requiring approval through secure enterprise agreements ensures that AI tools undergo appropriate security, privacy, and compliance reviews before being used for sensitive work. This approach promotes accountability, supports responsible AI adoption, and helps safeguard the City's operations, information assets, and public trust.

D. Equity & Fairness

AI systems must be used in ways that promote fairness, reduce bias, and prevent discrimination.

E. Accountability

City employees remain responsible and accountable for all work products, communications, analyses, and decisions generated with AI assistance. AI outputs must be reviewed, edited, and verified before final use.

F. Innovation & Service Improvement

Responsible experimentation with AI technologies that improve operational excellence, customer service, communications, permitting, emergency preparedness, and community engagement is encouraged.

5. Acceptable Uses of AI Systems

Examples of permitted AI use cases may include:

- Drafting emails, agendas, reports, or presentations;
- Translating public information into a different language;
- Website search enhancements and chatbot tools;
- Brainstorming or outlining documents;
- Research assistance;
- Public communications and social media drafting;
- Data organization and summarization;
- Internal workflow automation;
- Code assistance in development environments;
- Public engagement analysis;
- Emergency preparedness planning support;
- Assisting with graphic design, visual communications, and creative content development, including generating concepts, layouts, branding materials, illustrations, presentation graphics, social media visuals, infographics, photo enhancements, and other design support tools.

All outputs must be reviewed and approved by City personnel prior to final release or implementation.

6. Prohibited Uses

The following uses of AI systems are prohibited:

- Generating false, misleading, or deceptive content;
- Uploading sensitive information into non- approved AI systems;
- Fully automated decisions affecting resident rights, employment, permitting, code enforcement, or public safety without human oversight;
- Social scoring or behavioral profiling;
- Emotion recognition technologies;
- Real-time biometric surveillance;
- AI-generated misinformation or deceptive content;
- AI-generated impersonation of public officials or residents;
- Use of AI in violation of local, state, or federal law.

7. Public Records & Transparency

Users shall understand that:

- AI prompts, outputs, and related communications may constitute public records;
- City-related AI usage may be subject to the California Public Records Act (CPRA);
- Users should maintain City-related AI activity within City-managed accounts whenever feasible.

The City may require retention of AI-generated work products in accordance with records retention policies.

8. Data Privacy & Security

Unless using a secure City-approved enterprise AI platform:

- Users shall not input confidential, privileged, or protected information into AI systems;
- Users shall not upload resident personal information, legal advice, police reports, health data, or procurement-sensitive information;
- Users shall comply with all City cybersecurity and privacy policies.

The City's Information Technology Division may establish approved AI tools, technical safeguards, and usage standards.

9. AI Review & Governance

The City Manager or designee may establish:

- An internal AI Working Group;
- AI review procedures;
- Departmental AI coordinators;
- AI procurement review standards;
- Training requirements;
- Risk assessment procedures for higher-risk AI systems.

High-risk implementations may require:

- Legal review;
- Cybersecurity review;
- Equity impact assessment;
- Executive approval.

10. Employee Responsibilities

Users of AI systems shall:

- Review and verify AI-generated content for accuracy, completeness, relevance, and appropriateness, recognizing that AI systems may produce incorrect, incomplete, misleading, outdated, or fabricated information (commonly referred to as "hallucinations"). Because AI-generated content may appear authoritative even when incorrect, it must not be treated as a sole or definitive source.
- Exercise professional judgment when using AI-generated outputs and ensure all information is validated prior to use in any official capacity.
- Not rely on AI outputs as the sole basis for decision-making, public communications, reports, legal interpretations, policy recommendations, financial matters, personnel actions, or other City business functions.
- Protect confidential information and ensure no sensitive or restricted data is entered into AI systems unless explicitly authorized.
- Follow all City policies, procedures, and cybersecurity protocols when using AI tools.
- Use AI in a manner consistent with ethical public service and applicable laws and regulations.
- Participate in required AI-related training and comply with updated guidance as technologies and policies evolve.
- Make reasonable efforts to avoid the use of copyrighted, proprietary, or otherwise protected materials in AI systems without appropriate authorization or legal authority.
- Understand that employees remain fully responsible for the accuracy and integrity of all work products and decisions, regardless of whether AI tools were used in their development. The use of AI does not transfer accountability from the user to the technology.
- Exercise particular caution when AI-generated content is used in matters affecting public safety, legal compliance, financial transactions, personnel decisions, public communications, or the rights and interests of community members, as inaccuracies in these areas may result in significant harm or liability.

11. AI Disclosure & Citation

When AI substantially contributes to public-facing content, the City may include a disclosure such as:

"This content was developed with assistance from Artificial Intelligence and reviewed by City users for accuracy."

AI-generated images, video, or audio used publicly should include clear attribution or disclosure where appropriate.

12. Environmental Responsibility

The City encourages responsible AI usage practices, including:

- Using traditional search tools when appropriate;
- Minimizing unnecessary prompts or processing;
- Limiting excessive generation requests;
- Considering sustainability impacts associated with AI technologies.

13. Strategic Alignment

AI initiatives should support the City's adopted Strategic Plan goals, including:

- Operational Excellence;
- Service Technology Enhancements;
- Emergency Preparedness;
- Economic Development;
- Community Engagement; and
- Innovation in customer service delivery.

14. Violations

Failure to comply with this policy may result in:

- Revocation of AI access;
- Corrective action;
- Disciplinary measures consistent with City personnel policies;
- Contract remedies for vendors or consultants.

15. Policy Review

This policy should be reviewed annually due to the rapidly evolving nature of AI technology, regulation, cybersecurity risks, and industry best practices.

16. Illustrations

Attachment I to this Policy, incorporated hereto by this reference, provides illustrations of Sample Low-Risk and High-Risk AI Uses, organized as follows:

- Appendix A – Sample Low-Risk AI Uses
    - Drafting meeting summaries
    - Creating bilingual communications
    - Brainstorming grant language
    - Organizing notes
    - Developing website FAQs
    - Drafting social media captions

- Appendix B – Sample High-Risk AI Uses
    - Personnel evaluations
    - Hiring decisions
    - Code enforcement determinations
    - Law enforcement analysis
    - Permit approvals/denials

Attachment 1 – Sample AI Uses

The following examples are intended to help City of Santa Paula employees, officials, consultants, contractors, volunteers, and interns understand appropriate uses of Artificial Intelligence (AI), when disclosure may be appropriate, and when additional human oversight is required.

These examples are illustrative only and should be applied consistently with the City's Artificial Intelligence (AI) Use & Governance Policy, including the requirements related to transparency, human oversight, privacy, cybersecurity, public records, accountability, and ethical public service.

All AI-generated content must be reviewed, verified, and approved by City personnel before release or implementation.

Appendices

The following examples illustrate low-risk uses of Artificial Intelligence (AI) that may support operational efficiency, customer service, communication, and administrative functions when used with appropriate human oversight.

All AI-generated content must be reviewed, verified, and approved by City personnel before release or implementation.

1. Drafting Meeting Summaries

Example

A department records an internal project coordination meeting and uses an approved AI transcription tool to generate draft meeting notes and action items.

A City employee reviews the transcript, corrects errors, and finalizes the meeting summary before distribution.

Why This Is Low-Risk

- AI is being used only as an administrative support tool.
- Human review and approval remain required.
- The AI system is not making decisions on behalf of the City.

2. Creating Bilingual Communications

Example

The Parks and Recreation Department uses AI translation software to prepare a Spanish-language version of a community event flyer originally written in English.

A bilingual staff member reviews the translation before publication.

Why This Is Low-Risk

- AI improves accessibility and public communication.
- Staff validate the accuracy of the translated content.
- No confidential or sensitive information is uploaded.

3. Brainstorming Grant Language

Example

A City employee uses AI to help brainstorm ideas for a grant application related to emergency preparedness and infrastructure improvements.

The employee independently develops and verifies all final narrative content submitted in the application.

Why This Is Low-Risk

- AI is assisting with idea generation only.
- City staff retain full responsibility for the final submission.
- The AI system is not making funding or policy decisions.

4. Organizing Notes and Research

Example

An employee uploads non-confidential notes from several public workshops into an approved AI tool to organize common themes and summarize community feedback.

Staff review the summaries before incorporating them into a staff report.

Why This Is Low-Risk

- AI supports administrative efficiency and information organization.
- Human oversight remains in place.
- The AI output is reviewed prior to use.

5. Developing Website FAQs

Example

The City uses AI to help draft frequently asked questions regarding permit counter hours, utility billing procedures, or recreation registration.

Staff review and edit the content before posting it to the City website.

Why This Is Low-Risk

- AI improves customer service and access to information.
- City staff verify all information before publication.
- Residents continue to have access to City staff assistance.

6. Drafting Social Media Captions

Example

Communications staff use AI to generate caption ideas for social media posts announcing road closures, community events, or water conservation reminders.

City staff review and approve all final messaging.

Why This Is Low-Risk

- AI supports routine communications.
- Final approval remains with City personnel.
- The use does not impact legal rights, permitting, or enforcement decisions.

7. Public Engagement Analysis

Example

The City uses AI tools to summarize responses from a public survey regarding downtown revitalization priorities.

Staff review the summarized feedback and validate key themes before presenting results publicly.

Why This Is Low-Risk

- AI assists with data organization and summarization.
- Human oversight remains in place.
- The AI system does not independently determine policy outcomes.

8. Emergency Preparedness Support

Example

Emergency management staff use AI to help draft preparedness checklists, public safety reminders, and emergency communication templates for wildfire or severe weather response planning.

All materials are reviewed and approved by City personnel before release.

Why This Is Low-Risk

- AI supports operational preparedness.
- Human review ensures accuracy and appropriateness.
- The AI system is not independently directing emergency response operations.

Appendix B – Sample High-Risk AI Uses

The following examples illustrate uses of Artificial Intelligence (AI) that are considered high-risk, prohibited, or subject to heightened review due to their potential impact on legal rights, public trust, privacy, equity, public safety, or City operations.

These uses generally require significant human oversight, legal review, cybersecurity review, executive approval, or may be prohibited entirely under City policy.

1. Personnel Evaluations

Example

A supervisor uses AI software to analyze employee productivity and generate recommendations regarding promotions, discipline, or performance evaluations.

Why This Is High-Risk

- AI-generated conclusions may contain inaccuracies or bias.
- Employment decisions directly affect employee rights and workplace fairness.
- Final personnel decisions must involve meaningful human judgment.

2. Hiring Decisions

Example

A department uses AI to rank job applicants, score resumes, or evaluate interview responses without direct human review.

Why This Is High-Risk

- AI systems may unintentionally create discriminatory outcomes.
- Hiring decisions impact equal employment opportunity obligations.
- Automated decision-making without oversight is inconsistent with City policy.

3. Code Enforcement Determinations

Example

AI software is used to determine whether a property violation exists or whether enforcement action should be issued.

Why This Is High-Risk

- Enforcement actions may affect legal rights and due process.
- AI systems may misinterpret context or incomplete information.
- Human review and professional judgment are required.

4. Law Enforcement Analysis

Example

AI tools are used to identify suspicious behavior patterns, evaluate surveillance footage, or recommend enforcement actions without officer review.

Why This Is High-Risk

- AI may produce inaccurate or biased conclusions.
- Public safety decisions require significant accountability and oversight.
- Certain biometric or surveillance technologies may be prohibited by policy or law.

5. Permit Approvals or Denials

Example

A department relies on AI-generated recommendations to approve or deny building permits, planning applications, or business licenses.

Why This Is High-Risk

- Permit decisions directly affect residents and businesses.
- AI-generated recommendations may contain factual or legal errors.
- Meaningful human oversight is required before final determinations.

6. Financial Eligibility Decisions

Example

AI software is used to determine resident eligibility for financial assistance programs, fee waivers, or other public benefits.

Why This Is High-Risk

- AI systems may create inequitable outcomes.
- Financial eligibility determinations impact residents directly.
- Human review is required to ensure fairness and accuracy.

7. Legal Analysis Without Attorney Review

Example

A department uses AI to interpret laws, draft legal conclusions, or provide legal recommendations without review by the City Attorney's Office.

Why This Is High-Risk

- AI-generated legal analysis may be inaccurate or outdated.
- Legal errors may expose the City to liability.
- Attorney review is required before relying on legal interpretations.

8. Uploading Confidential Information into Non-Approved Systems

Example

An employee uploads police reports, personnel files, procurement documents, financial records, or resident personal information into a publicly available AI platform.

Why This Is High-Risk

- Sensitive or protected information may be exposed.
- The use may violate privacy laws, cybersecurity policies, or confidentiality requirements.
- City policy prohibits uploading confidential information into non-approved AI systems.

9. AI-Generated Impersonation or Deceptive Content

Example

AI-generated audio, video, or images are created to imitate City officials, employees, or residents in a misleading manner.

Why This Is High-Risk

- Deceptive AI content undermines public trust.
- Impersonation may create legal, ethical, and reputational risks.
- Such uses are prohibited under City policy.

10. Fully Automated Public Decisions

Example

An AI system independently makes decisions related to permitting, code enforcement, public safety, procurement, or resident services without meaningful human review.

Why This Is High-Risk

- Automated decisions may lack transparency, fairness, and accountability.
- Residents may be negatively impacted by inaccurate or biased outputs.
- City policy requires meaningful human oversight for decisions affecting legal rights or public services.

RESOLUTION NO. 7620

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ADOPTING AN ARTIFICIAL INTELLIGENCE (AI) USE AND GOVERNANCE POLICY

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

SECTION 1: *Recitals*.

A. The City of Santa Paula ("City") recognizes that Artificial Intelligence ("AI") technologies are increasingly utilized in government operations, communications, public engagement, data analysis, and administrative functions.

B. The City Council finds that the use of AI systems may provide benefits to residents and City operations when implemented in a responsible and ethical manner.

C. The City Council finds that adoption of the Artificial Intelligence (AI) Use & Governance Policy attached to this Resolution is in the best interests of the City and promotes responsible public sector governance and operational integrity.

SECTION 2: *Adoption of AI Policy*. The City Council hereby adopts the Artificial Intelligence (AI) Use & Governance Policy ("Policy") attached as Exhibit A.

SECTION 3: The Policy shall remain in place until rescinded by resolution of the City Council.

SECTION 4: This Resolution becomes effective immediately upon adoption and will remain effective until rescinded and superseded by a subsequent resolution.

SECTION 5: This Resolution becomes effective immediately upon adoption.

PASSED AND ADOPTED this 17th day of June, 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

EXHIBIT A

AI Policy

[attached behind]

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss
CITY OF SANTA PAULA)

I, Julie Latshaw, City Clerk of the City of Santa Paula, California, DO HEREBY CERTIFY that above RESOLUTION NO. _____ was duly passed and adopted by the City Council of the City of Santa Paula at a regular meeting thereof held on the 3rd day of June, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Julie Latshaw, City Clerk
Of the City of Santa Paula,
California
(SEAL)

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Gloria Parra, AmeriCorp Fellow

Subject: FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MERCHANT MCINTYRE AND ASSOCIATES FOR LEGISLATIVE ADVOCACY SERVICES

Date: June 17, 2026

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to execute a fifth amendment to the professional services agreement with Merchant McIntyre and Associates (MMA) for federal legislative advocacy services, in an amount of $60,000, extending the term from July 1, 2026, to June 30, 2027, and increasing the total not to exceed amount to $372,000.

BACKGROUND:

Over the past four and a half years, the City of Santa Paula has contracted with Merchant McIntyre & Associates (MMA) to provide federal legislative advocacy. MMA has served as an extension of City staff, representing the City's interests in Washington, D.C. by supporting legislative monitoring and funding strategy development.

MMA's scope of services includes:

- Developing and implementing a comprehensive federal funding legislative strategy;
- Facilitating direct engagement with Congressional offices and federal agencies;
- Assisting in the preparation and submission of federal grant and Community Project Funding requests;
- Supporting the City with the federal grant drawdown process, reporting, and compliance as needed.

To date, MMA's efforts have contributed to the City's success in securing over $3 million in Congressionally Directed Spending (CDS), including:

- $2,000,000 for the Harvard Blvd. Water/Sewer/Pavement Rehabilitation Project;
- $1,000,000 for the Mesa Tanks Replacement Project;
- $1,092,000 for the Cross-Town Pipeline Project.

In March 2026, MMA supported staff and elected officials during a federal advocacy trip to Washington, D.C., facilitating meetings that led to the House Appropriations Committee selecting the City's FY27 Strengthening Communication and Safety project request for $772,700.

The original agreement with MMA began in March 2022 as a six-month trial and has since been extended through four separate amendments. The fourth amendment, approved in July 2025, extended the term through June 30, 2026, and brought the total contract no to exceed amount to $312,000.

ANALYSIS:

As the City's agreement with MMA is set to expire on June 30, 2026, staff recommends authorizing the City Manager to execute a Fifth Amendment extending services through June 30, 2027. The proposed amendment increases the not-to-exceed amount to $372,000, reflecting an annual cost of $60,000 ($5,000/month).

MMA's strategic guidance has helped position the City for future success by strengthening Congressional relationships, refining our funding proposals, and ensuring Santa Paula remains competitive for future appropriations.

Staff believes that the continuation of MMA's services is essential to advancing the City's federal advocacy goals and securing critical infrastructure and public safety funding. Accordingly, the staff recommends approval of the Fifth Amendment as proposed in Attachment A.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, approval of this item moves the City closer to obtaining funding to support multiple objectives in Council's two-year Strategic Plan.

FISCAL IMPACTS:

Funding for a fifth amendment to the professional services agreement with MMA is included in the FY26-27 fiscal budget in the amount of $60,000 under GL 100-5-0511-209.

OPTIONS:

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

1. Do not approve the amendment to the professional services agreement with MMA to provide legislative advocacy services. Doing so is not advised, as the City is the recipient of Federal Congressional Direct Spending (CDS) funds and staff will need the experience and guidance of MMA to navigate use of the funds, as well as reporting and compliance requirements; and/or
2. Provide staff with further direction.

ATTACHMENTS:

Attachment A - MMA Fifth Amendment FY 26-27.pdf
Exhibit A to Attachment A - MMA Scope of Services FY 26-27.pdf

FIFTH AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MERCHANT MCINTYRE & ASSOCIATES, LLC

THIS FIFTH AMENDMENT ("Amendment") is made and entered into this 17th day of June 2026, by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("City"), and MERCHANT MCINTYRE & ASSOCIATES, LLC, a Delaware limited liability company ("Consultant").

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

A. On March 21, 2022, the City and Consultant entered into an Agreement for federal legislative advocacy and grant services (the "Agreement").

B. The term of the Agreement was from March 16, 2022 to September 16, 2022.

A. The Consultant's total compensation under the Agreement could not exceed $36,000.00 without written approval of the City Council or the City Manager, as applicable.

B. On December 7, 2022, the City and Consultant mutually agreed to extend the terms of the March 16, 2022 agreement to June 30, 2023 through a First Amendment Agreement.

C. The Consultant's total compensation under the First Amendment Agreement could not exceed $96,000.00 without written approval of the City Council or the City Manager, as applicable.

D. On June 21, 2023, the City and Consultant mutually agreed to extend the terms of the first agreement to June 30, 2024 through a Second Amendment Agreement.

E. The Consultant's total compensation under the Second Amendment Agreement could not exceed $174,000.00 without written approval of the City Council or the City Manager, as applicable.

F. On July 2, 2024, the City and Consultant mutually agreed to extend the terms of the second agreement to June 30, 2025 through a Third Amendment Agreement.

G. The Consultant's total compensation under the Third Amendment Agreement could not exceed $252,000.00 without written approval of the City Council, as applicable.

H. On June 30, 2025, the City and Consultant mutually agreed to extend the terms of the third agreement to June 30, 2026 through a Fourth Amendment Agreement.

I. The Consultant's total compensation under the Fourth Amendment Agreement could not exceed $312,00.00 without written approval of the City Council, as applicable.

J. The City and Consultant now mutually desire by this Amendment to increase the Consultant's total maximum compensation and extend the term of the Agreement as set forth below.

2. AMENDMENT. In consideration of the foregoing and pursuant to Sections 1, 7, and 28 of the Agreement, the Agreement is amended as follows:

A. Subsection 1.C., under Section 1, entitled "Consideration and Compensation," is hereby amended to read as follows:

"1.C. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto. The total compensation shall not exceed $372,000.00 without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

B. Section 7, entitled "Term of Agreement," is hereby amended to read as follows:

"7. Term of Agreement. The term of this Agreement shall be from January 1, 2022 to June 30, 2027 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services."

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

4. LIMITED AMENDMENT. Except as modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. Whenever the term "Agreement" is used in the Agreement it shall mean the Agreement, as modified by this Amendment. In the event of a conflict between this Amendment and the Agreement, the provisions of this Amendment shall control.

[Signatures on Next Page]

SIGNATURE PAGE TO
THE FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA AND MERCHANT MCINTYRE & ASSOCIATES, LLC

IN WITNESS WHEREOF, the duly authorized representatives of the City and Consultant have executed this Amendment effective as of the first day and year written above.

CITY OF SANTA PAULA	MERCHANT MCINTYRE & ASSOCIATES, LLC
_____	_____
Dan Singer, City Manager	Brent Walton Merchant, Principal and Co-Founder
ATTEST:	
_____	81-5238967
Julie Latshaw, City Clerk	Taxpayer ID No.
APPROVED AS TO FORM:	
_____	
Monica Castillo, City Attorney	

MERCHANT MCINTYRE ASSOCIATES

SERVICE AGREEMENT

THE CITY OF SANTA PAULA, CA (the "City") agrees to retain **MERCHANT MCINTYRE & ASSOCIATES, LLC**, a Delaware limited liability company with a principal place of business in Washington, D.C. ("MM") (together, the "Parties"), for government relations services commencing on July 1, 2026 and terminating on June 30, 2027 (the "Term").

Fee. The City agrees to pay MM a total professional fee of $5,000 per month, billed monthly in advance. Payment shall be made to MM at the address listed on the MM invoice(s). Federal funds may not be used to pay MM professional fees.

Deliverables. MM agrees to provide the following deliverables during the Term of this Agreement:

1. Support the City's efforts to apply for and secure Community Project Funding/ Congressionally Directed Spending during the FY2027 and FY2028 federal appropriations cycle, including:

    a. Project Development: Together, MM and the City leadership will draft shareable background materials and documents (i.e., project description, budget narrative, letters of support, etc.).

    b. Facilitate Community-Level Support: MM will work together with the City to draft and secure letters of support from partners and community organizations.

    c. Congressional Engagement and Meetings: MM will engage members of Congress and Congressional staff on behalf of the City, including scheduling and facilitating a visit to Washington, D.C., for the City to advocate in person on behalf of their project.

    d. Earmark Request Submission: MM will develop earmark application materials and submit prior to each Member's deadline.

    e. Continued Advocacy Throughout Appropriations Process: Post-earmark request submission, MM will continue to engage Congressional staff and provide timely responses to requests for additional information. MM will work closely with the House and Senate Appropriations Committee senior staff through each stage of the legislative process -- subcommittee, full committee, floor action, and conference committee -- until the appropriations bills that contain the City's project is signed into law by the President.

Assurances. In its capacity as a consultant, MM shall make its best effort to assist the City in pursuing its federal funding and government relations objectives. The nature of these objectives shall be determined by the City with the advice and assistance of MM. In this role, MM shall plan

and implement all government relations strategies designed to accomplish the City's federal funding objectives; assist in the preparation of grant applications and supporting materials for the initiatives; develop meetings with Members of Congress, congressional staff, and federal agency decision-makers to advance the funding initiatives; and serve as liaison to federal agencies relevant to the City's funding initiatives. The City agrees to frequent communication with MM and to provide MM with the necessary information in real-time to help MM plan and implement strategies.

Indemnification. The City agrees to indemnify and hold MM harmless from and against all liability, including all actions, claims, damages, costs, and attorneys' fees, which MM may incur (or to which MM may be a party), arising out of actions taken or statements made by MM at the City's direction or based upon information provided by the City, except in the event of wrongful acts or omissions on MM's part.

Assignment. No other party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

* * *

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.

_____	_____
Brent Walton Merchant	Dan Singer
Principal and Co-Founder	City Manager
Merchant McIntyre & Associates, LLC	City of Santa Paula, CA
Date: _____	Date: _____

# # # #

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Julie Latshaw, City Clerk

Subject: ADOPT A RESOLUTION ESTABLISHING A CITY COUNCIL MEETING DISTRUPTION POLICY IN ACCORDANCE WITH SENATE BILL 707

Date: June 17, 2026

Agenda Item: 10.F

RECOMMENDATION:

Staff recommends the City Council Approve Resolution No. 7621 adopting the proposed Meeting Disruption Policy in accordance with new State law.

BACKGROUND:

SB 707 expands remote public participation requirements and requires eligible legislative bodies to adopt a policy addressing disruptions that impair remote public access. “Eligible legislative bodies” includes “A city council of a city with a population of 30,000 or more.” (Government Code section 54953.4(e)(2)(A).)

By July 1, 2026, eligible legislative bodies, as defined by must provide a two-way telephonic or audiovisual platform for public participation and adopt a policy addressing disruptions to telephonic or internet service that would prevent remote public access or participation mid-meeting.

To comply with these requirements, staff proposes adopting the attached meeting disruption policy.

ANALYSIS:

On October 3, 2025, SB 707 was signed, making significant updates to the Ralph M. Brown Act by modernizing rules for public meetings and expanding public access.

The Ralph M. Brown Act establishes requirements for open meetings of local legislative bodies. Government Code section 54953.4, as added by SB 707, requires eligible legislative bodies to provide a two-way telephonic or audiovisual platform for public participation and to adopt a policy addressing disruptions that prevent remote public access or participation. To achieve compliance, staff will be reinstating Zoom participation for public comments and requesting adoption of a meeting disruption policy.

By July 1, 2026, all eligible legislative bodies must implement a two-way telephonic or audiovisual platform for public participation in meetings and adopt a policy addressing technology disruptions during City Council meetings.

The policy must address procedures for responding to disruptions of telephonic or internet service during a meeting and the efforts the legislative body will make to restore service.

If a disruption occurs that prevents members of the public from observing or participating in a meeting through the required two-way telephonic or audiovisual platform, the City Council must recess the open session for at least one hour and make a good faith effort to restore service. During this time, the City Council may meet in closed session as otherwise permitted by law.

The City Council may not reconvene open session until at least one hour has passed or service has been restored, whichever occurs first. If service has not been restored upon reconvening, the City Council must make findings by roll call vote that good faith efforts were made to restore access and that the public interest in continuing the meeting outweighs the public interest in providing remote access. Alternatively, the meeting may be adjourned.

The proposed policy incorporates these requirements and establishes procedures to ensure transparency and continuity of meetings in the event of a technology disruption during a City Council meeting, while maintaining flexibility to respond based on specific circumstances

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, it supports the Councils vision to provide the residents of Santa Paula with an engaged workforce with a focus on continuous improvement and outstanding customer service.

FISCAL IMPACTS:

Any costs associated with implementing remote participation technology are anticipated to be absorbed within existing departmental budgets.

OPTIONS:

As an alternative to staff's recommendation, the City Council may:

1. Adopt the proposed policy with modifications as directed by the City Council.
2. Provide additional direction to staff regarding revisions, implementation procedures, training requirements, or future Disruption Policy considerations prior to adoption.
3. Decline to adopt the proposed policy at this time.

ATTACHMENTS:

Resolution 7621 - Approving Meeting Disruption Policy in accordance with SB 707
Policy - Disruption Policy in accordance with SB 707

RESOLUTION NO. 7621

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ADOPTING A DISRUPTION POLICY FOR LEGISLATIVE BODY MEETINGS IN ACCORDANCE WITH SENATE BILL 707 GUIDELINES

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

SECTION 1: *Recitals*.

A. The Ralph M. Brown Act (Government Code Section 54950 et. seq.) establishes requirements for open and public meetings of legislative bodies;

B. Senate Bill 707 (SB 707) revises and expands public participation requirements under the Brown Act;

C. SB 707 requires enhanced public access to meetings, including two-way telephonic or audiovisual participation, beginning July 1, 2026; and

D. SB 707 requires the adoption of a policy addressing disruptions to telephonic or internet service during public meetings as set forth by this Resolution.

SECTION 2: *Adoption of Disruption Policy*. The City Council hereby adopts the Meeting Disruption Policy ("Policy") attached as Exhibit A.

SECTION 3: The Policy shall remain in place until rescinded by resolution of the City Council.

SECTION 4: This Resolution becomes effective immediately upon adoption and will remain effective until rescinded and superseded by a subsequent resolution.

SECTION 5: This Resolution becomes effective immediately upon adoption. PASSED AND ADOPTED this 17th day of June, 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

EXHIBIT A

SB 707 Meeting Disruption Policy

[attached behind]

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss
CITY OF SANTA PAULA)

I, Julie Latshaw, City Clerk of the City of Santa Paula, California, DO HEREBY CERTIFY that above RESOLUTION NO. _____ was duly passed and adopted by the City Council of the City of Santa Paula at a regular meeting thereof held on the 17th day of June, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this_____ day of _____ , 2026.

Julie Latshaw, City Clerk Of the City of Santa Paula, California
(SEAL)

CITY OF SANTA PAULA
DISRUPTION POLICY IN ACCORDANCE WITH SENATE BILL 707

SECTION I: PURPOSE OF POLICY

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from participating remotely. This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the City Council of the City of Santa Paula, as required by the Brown Act (Government Code section 54953.4). The policy ensures transparency, public participation, and the continuation of meetings during technological disruptions.

SECTION II: DEFINITIONS

1. **Service Disruption** means any failure, outage, or interruption that prevents members of the public from observing or participating in the meeting through the remote access service.

2. **Disrupting** means engaging in behavior during a meeting of the City Council that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to one of the following:

   a. A failure to comply with reasonable and lawful regulations adopted by the City Council of the City of Santa Paula

   b. Engaging in behavior that constitutes use of force or a true threat of force.

3. **Remote access services** means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

4. **Two-way audiovisual platform** means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

5. **Two-way telephonic service** means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

6. **True threat of force** means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

Section III: POLICY

1. Applicability of Policy

This policy applies to all meetings of the City Council for which Government Code section 54953.4 requires remote public participation. Consistent with the Brown Act, this policy shall not apply to the following meetings:

a. Meetings held to attend a judicial or administrative proceeding to which the City of Santa Paula is a party.

b. Meetings held to inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

c. Meetings held to meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the City of Santa Paula and over which the federal or state officials have jurisdiction.

d. Meetings held to meet in or nearby a facility owned by the City of Santa Paula, provided that the topic of the meeting is limited to items directly related to the facility.

e. Meetings held in an emergency situation pursuant to Government Code section 54956.5.

2. Remote Public Access

When remote public access is required under the Brown Act, the City Council shall provide members of the public with an opportunity to attend and participate in the meeting using a two-way audiovisual platform or a two-way telephonic service, provided that adequate telephonic or internet service is operational at the meeting location.

If adequate telephonic or internet service is not operational at the meeting location, the City Council shall not be required to provide remote access. If adequate telephonic or internet service is operational for only a portion of the meeting, the City Council shall provide remote access during that portion of the meeting.

If a two-way audiovisual platform is used, the City Council shall:

a. Publicly post and provide a call-in option as well; and

b. Activate any automatic captioning function that is available in the audiovisual platform.

If a two-way audiovisual platform is not provided, the City Council shall provide a two-way telephonic service.
Members of the public participating remotely shall be provided the same opportunity to provide public comment as members of the public attending in person, including the same time allotment.

3. Response to Service Disruption

If the Mayor, City Clerk, or other authorized meeting official becomes aware of a service disruption:

a. The Mayor or City Clerk shall immediately announce the service disruption to the public.

b. The Mayor shall call for a recess of the open session and may convene the legislative body in an authorized closed session, consistent with the Brown Act. The City Council shall recess the open session for at least one hour and make a good faith effort to restore service. The City Council may reconvene the open session upon restoration of service or after at least one hour has elapsed.

c. During the recess, City of Santa Paula staff shall make a good faith effort to diagnose and restore the disrupted service.

4. Reconvening the Open Session

After the expiration of the hour, if service has not been restored, the Mayor or City Clerk shall report on the status of staff's efforts to restore remote access services, and the City Council may reconvene to:

a. Adjourn the meeting;

b. Extend the recess to allow staff more time to make a good faith effort to restore remote access services; or

c. Continue the open session portion of the meeting by adopting, by roll call vote, the following or a substantially similar finding:

   "The City of Santa Paula has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access."

   Upon adoption of the finding, the City Council may continue the open session portion of the meeting despite the fact that remote access services have not been restored.

5. Recordkeeping

The City Clerk shall enter a brief statement into the meeting minutes, including:

a. The nature and time of the service disruption;

b. The time the meeting was reconvened (if applicable);

c. Any finding adopted pursuant to Section 4(c).

6. Response to Members of the Public Disrupting a Meeting

If the Mayor or City Clerk becomes aware of a member of the public who is attending the meeting through remote access services and is disrupting the meeting or otherwise preventing other members of the public from attending or observing the meeting remotely or in-person:

a. The Mayor or City Clerk shall warn the person who is participating through remote access services that he or she is disrupting the meeting and failure to cease that behavior may result in their removal.

   If the person to whom the Mayor gave the above warning persists in disrupting the meeting, the Mayor shall order staff to:

   i. Mute or otherwise limit the individual's ability to disrupt the meeting, while allowing the individual to continue to observe and attend the meeting; or

   ii. Remove the individual from the meeting if paragraph (a) does not address the disrupting behavior or is not available using the remote access service.

7. Review and Updates

This policy may be amended by the City Council at a noticed public meeting in open session and may not be placed on the consent calendar.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: AWARD CONTRACT FOR INSTALLATION OF FULL CAPTURE STORM DRAIN TRASH EXCLUDERS

Date: June 17, 2026

Agenda Item: 10.G

RECOMMENDATION:

Staff recommends that the City Council:

1. Award a contract to Downstream Services, Inc. for the installation of full-capture storm drain trash excluders; and
2. Authorize the City Manager to execute the contract in an amount not to exceed $75,837.00, based on unit pricing and actual quantities installed.

BACKGROUND:

In April 2015, the State of California Water Resources Control Board adopted the Final Trash Provisions (Resolution 2015-0019). The State Trash Policy requires municipalities to install, operate, and maintain “full capture systems” (trash excluders) within their storm drain networks, or implement equivalent compliance measures, to prevent trash from entering state waters.

A full capture system is defined as a device that traps all particles 5 mm or greater and prevents them from entering the storm drain system. Priority land uses subject to these requirements include high-density residential (10 units/acre or more), industrial, commercial, mixed urban, and public transportation stations.

The City has identified 108 storm drain locations requiring installation of full capture devices. To date, 35 locations have been completed (7 installed prior to 2024 and an additional 28 installed during 2024–2025), representing approximately 32 percent of total required installations.

Under the State Trash Policy requirements incorporated into the Countywide MS4 Permit, the City must achieve:

- 50 percent installation (54 locations) by September 11, 2026, and
- 100 percent installation (108 locations) by December 2030.

To support compliance with these regulatory requirements, the City has allocated funding

within its adopted budget for stormwater compliance-related infrastructure improvements, including installation of full-capture devices.

ANALYSIS:

To advance compliance with the State-mandated requirement to achieve 50 percent installation (54 locations) by September 11, 2026, staff issued a formal Request for Proposals (RFP) on April 27, 2026 for installation services of full-capture storm drain trash excluders at designated locations throughout the City.

The City received one (1) proposal in response to the RFP, submitted by Downstream Services, Inc.

The proposal includes a mobilization cost and unit pricing for full-capture devices. The contract is structured on a unit-price basis, with the contractor compensated based on the actual number of devices purchased and installed.

Based on the proposed unit pricing and estimated quantities, the total anticipated contract value is $75,837.00.

Staff has reviewed the proposal and determined it to be responsive to the RFP requirements and consistent with the City's ongoing stormwater compliance program and operational needs.

STRATEGIC PLAN:

The project supports the City's adopted Strategic Plan under the following goal:

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

This contract supports continued implementation of storm drain infrastructure improvements necessary to comply with State regulatory requirements and maintain effective stormwater management within the City.

FISCAL IMPACTS:

The estimated cost of the contract is $75,837.00. Funding for this project is available within the City's adopted budget allocation for stormwater compliance-related infrastructure improvements and will be funded through GL Account 206-5-5026-610.

No additional fiscal impact is anticipated at this time.

OPTIONS:

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

1. Do not award the contract, which would delay installation of required full-capture devices and risk noncompliance with the September 11, 2026 regulatory deadline.
2. Direct staff to re-bid the project, which may impact the City's ability to meet mandated installation timelines.

ATTACHMENTS:

Exhibit A - Full Capture Storm Drain Trash Excluders Project_ Professional Services Agreement

EXHIBIT A

FULL CAPTURE STORM DRAIN TRASH EXCLUDERS
PROFESSIONAL SERVICES AGREEMENT WITH
DOWNSTREAM SERVICES, INC.

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA PAULA
AND DOWNSTREAM SERVICES, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 17th day of June, 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 Downstream Services Inc., a California Corporation, with its principal place of business at 2855 Progress Place, Escondido CA 92029 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing storm drain trash capture installation services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the Full Capture Strom Drain Trash Excluders project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional storm drain trash capture installation 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 17, 2026 to June 17, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Seventy-Five Thousand Eight Hundred Thirty Seven Dollars and no cents ($**75,837.00**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the

professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

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

subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other

exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall

not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of

liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

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

3.4 Labor Code Requirements.

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

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

and require the same of any subconsultants.

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the

respective parties may provide in writing for this purpose:

Consultant:	Downstream Services, Inc. 2855 Progress Place Escondido, CA 92029 ATTN: Loren Wynne, President
City:	City of Santa Paula 970 Ventura Street Santa Paula, CA 93060 ATTN: Dale Goodman, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal

action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND DOWNSTREAM SERVICES, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
City Attorney

Attested By:

_____
Julie Latshaw
City Clerk

DOWNSTREAM SERVICES, INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

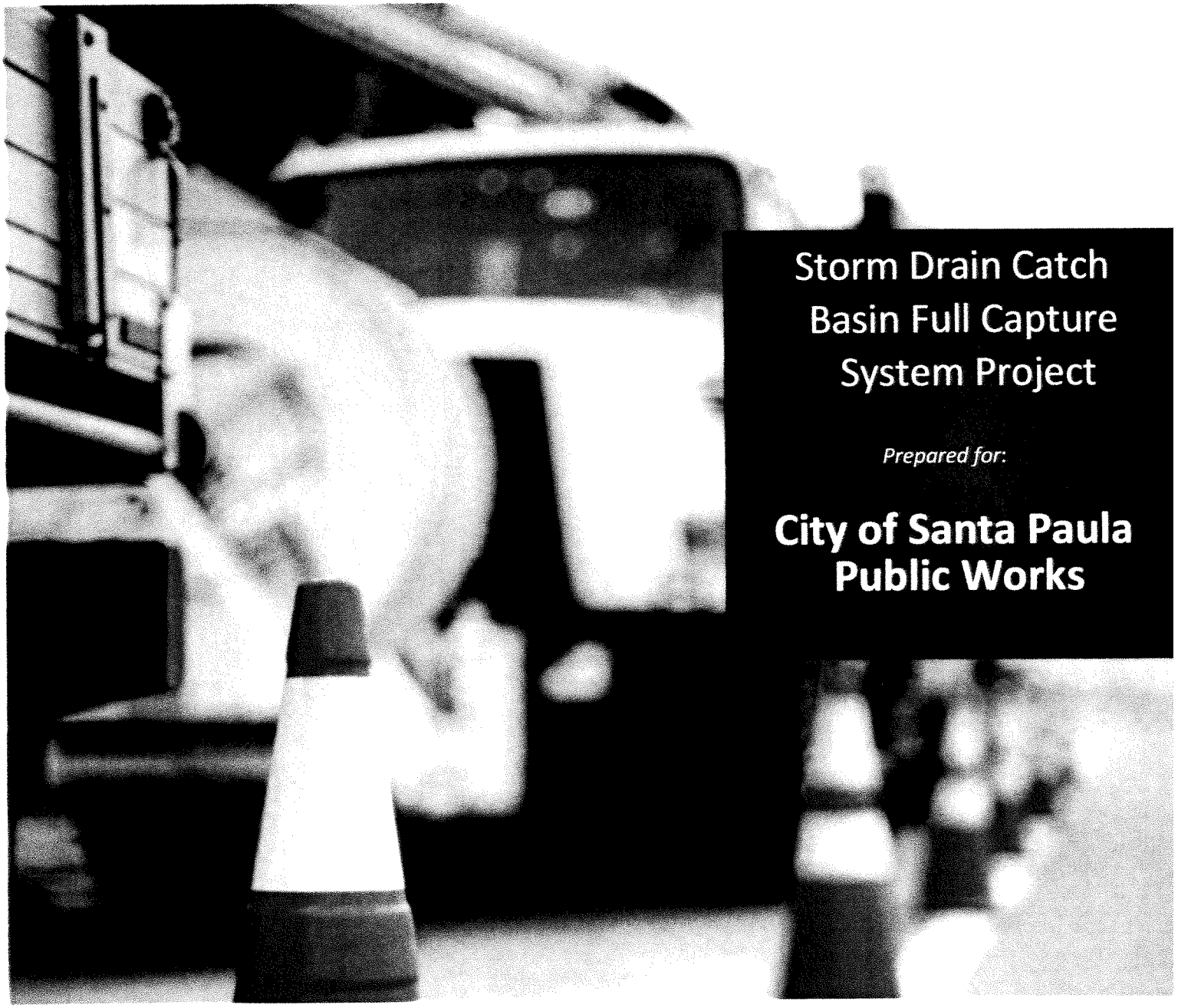
Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES & COMPENSATION

DownStream Services, Inc.

GRIT. INTEGRITY. EXPERTISE. FAMILY.



Storm Drain Catch Basin Full Capture System Project

Prepared for:

City of Santa Paula Public Works

DOWNSTREAMSERVICES.COM

[redacted]

May 12, 2026



City of Santa Paula Public Works
Attn: Dale Goodman, Public Works Director
860 East Main Street
Santa Paula, CA 93060

Subject: Storm Drain Catch Basin Full Capture System Project

Downstream Services, Inc. is pleased to submit our bid for the above referenced project. We are a California certified small business enterprise (30938) and are fully committed to providing personnel, "state-of-the-art" equipment, and all resources necessary to successfully complete this project within budget and time constraints. Downstream Services, Inc. will perform the work in accordance with the Highest Industry Standards while remaining in compliance with all Federal, State and the City's regulations and ordinances.

Downstream Services, Inc. has read and will comply with all terms and conditions of the bid documents and include all project-specific references requested. We hereby acknowledge receipt of Addendum/Addenda #1 of the bid.

The only persons, companies, and/or parties interested in this bid submittal as Shareholders of the Corporation and authorized to sign the proposal and/or negotiate for Downstream Services, Inc. are as follows:

Loren Wynne - *President*
[redacted]

Clark Roberts - *Vice President*
[redacted]

The bid will remain valid for a period of up to 60 days from May 14, 2026. Downstream Services, Inc. looks forward to working for the City of Santa Paula. Please feel free to contact me with any questions or concerns.

Sincerely,

Loren Wynne - *President*
Downstream Services, Inc.
[redacted]

DownStream Services, Inc.

GRIT.INTEGRITY.EXPERTISE.FAMILY.



Form F: Fee Proposal

DOWNSTREAMSERVICES.COM

Prepared by:
Downstream Services, Inc.
807953
Escondido, CA 92029

Form F: Cost Proposal

COST PROPOSAL SCHEDULE
[MUST BE SUBMITTED WITH BID]

The contractor will receive payment based on the actual quantity of FCS units installed, regardless of the comparison between total actual quantities and total estimated quantities. The unit costs mentioned cover labor, materials, traffic control, submittals, and the export of material waste, with no supplementary compensation provided for these expenses. No adjustment in the unit price will be allowed. At the City's discretion, less than the listed quantity of FCS installations shall be awarded.

Item No.	Units	Quantity	Item Description	Unit Price	Total Price
1	LS	1	Mobilization*	$3,637.00	$3,637.00
2	EA	20	Full Capture Devices	$3,610.00	$72,200.00
				Total Price Bid**	$75,837.00

* Mobilization shall not exceed 5% of the total price bid
** Contractor will be paid based on the actual number of FCS units purchased and installed.

NOTE: Faxed costs are not acceptable. It shall be understood that the costs will be factored into a total for comparison.

BY: _____ SIGNATURE DATE: 5/12/2026

TITLE: President

BY: _____ SIGNATURE DATE: 5/12/2026

TITLE: Vice President

COMPANY NAME: Downstream Services, Inc.

NOTE: Two (2) signatures required for corporations.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dan Singer, City Manager

Subject: APPROVAL OF CONTRACT WITH CLP ENGINEERING, LLC FOR OWNER'S ENGINEERING REPRESENTATIVE SERVICES RELATED TO ENERGY RESILIENCY IMPROVEMENTS AT THE WATER RECYCLING FACILITY

Date: June 17, 2026

Agenda Item: 10.H

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Task Order No. 2 with CLP Engineering, LLC (CLPE) for Owner's Engineering Representative Services related to energy resiliency improvements at the Water Recycling Facility (WRF) in an amount not to exceed $250,000; and

2. Authorize the City Manager to execute Task Order No. 2 and any minor administrative amendments consistent with the approved scope of work and budget.

BACKGROUND:

On May 26, 2025, the City entered into a Master Services Agreement (MSA) (Exhibit A) with CLP Engineering, LLC to provide engineering and technical consulting services on an as-needed basis through individually authorized task orders.

The City has been evaluating opportunities to improve energy reliability, reduce operating costs, increase energy efficiency, and enhance the use of renewable energy resources at municipal facilities, including the Water Recycling Facility. As part of these efforts, the City has explored opportunities associated with energy conservation measures, solar generation, battery energy storage systems, and related incentive programs.

Task Order No. 2 (Exhibit B) has been developed to provide technical advisory and owner's representative services necessary to evaluate potential energy infrastructure improvements, develop project alternatives, prepare preliminary designs and engineering plans for identified projects, and support future procurement activities.

ANALYSIS:

Task Order No. 2 authorizes CLPE to serve as the City's Engineering Representative for planning and development activities associated with potential energy resiliency improvements

at the Water Recycling Facility.

The proposed scope of work includes:

- Technical consultation and coordination with City staff, legal counsel, financial advisors, operators, and other stakeholders;
- Evaluation of energy conservation, renewable generation, and energy storage opportunities;
- Analysis of project alternatives, costs, savings, and operational benefits;
- Assistance with compliance requirements associated with available federal incentives, including, but not limited to, "Safe Harbor" Investment Tax Credit (ITC) opportunities expiring on July 3, 2026;
- Preliminary planning activities, including site assessments, utility coordination, environmental planning, surveying, and geotechnical support as needed;
- Development of conceptual and preliminary engineering designs up to approximately the sixty percent (60%) design level;
- Preparation of technical specifications, procurement documents, and Request for Proposal (RFP) support materials; and
- Technical support during project planning and procurement activities.

The proposed task order will provide the City with specialized engineering expertise to evaluate potential infrastructure investments and identify the most effective approach for improving facility resiliency and reducing long-term energy costs. The work will also assist the City in developing competitive procurement documents, engaging project design and engineering services, and improving project readiness to allow the City to advance future energy projects.

The task order establishes a not-to-exceed amount of $250,000 and will be administered on a time-and-materials basis in accordance with the provisions of the Master Services Agreement. Services are anticipated to support project planning activities through the development of preliminary design documents and procurement support.

Any future authorization for final design, construction, equipment procurement, or project implementation would be subject to separate City Council review and approval, as applicable.

STRATEGIC PLAN:

This action is consistent with the City's adopted Strategic Plan, Objective A.2, Green Initiatives - to explore funding opportunities and partnerships to implement Energy Efficiency projects, solar, and electric vehicle technologies, and moves the City one step closer to realizing this objective.

FISCAL IMPACTS:

Funding for this task order is available from previous water enterprise bond proceeds specifically set aside for energy efficiency projects. Although those proceeds were exchanged for the Harvard Blvd work, the equivalent funds, in the amount of $3,000,000 remains available for the development of such projects, including design and engineering expenses.

OPTIONS:

The Council is under no obligation to move forward with this task order or pursue this project and can direct staff to suspend or modify this effort.

ATTACHMENTS:

EXHIBIT A - Master Services Agreement between City of Santa Paula and CLP Engineering, LLC.pdf
EXHIBIT B - Task Order No. 2 to Master Services Agreement.pdf

EXHIBIT A

Master Services Agreement
between City of Santa Paula and
CLP Engineering, LLC

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into effective May 26, 2025, between CLP Engineering, LLC ("CLPE"), whose principal office is at 6312 S. Fiddlers Green Circle, Suite 200E, Greenwood Village, CO 80111, and City of Santa Paula, a California general law city and municipal corporation ("City"). CLPE and City are hereinafter referred to individually as "Party" and collectively as "Parties."

WHEREAS, City desires to obtain the engineering and other services provided by CLPE, and CLPE is willing to perform such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration and other mutual covenants and agreements, subject to the Terms and Conditions of this Agreement set forth in Attachment A hereto; Invoicing Requirements set forth in Attachment B; and Nondisclosure Agreement set forth in Attachment C (collectively referred to as the "Attachments"), which are incorporated herein as part of this Agreement, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK: CLPE shall perform work on either: 1) a firm fixed price basis, where City shall pay CLPE the firm fixed price as full and complete compensation for all services performed by CLPE and all deliverables delivered by CLPE ("Firm Fixed Price"), 2) a labor-hour basis and will not include materials ("Labor Hour"), or 3) a time and expense basis, where City shall pay CLPE the agreed-upon hourly rates and amounts for equipment, materials, and expenses ("T&E"). CLPE shall perform work on a Firm Fixed Price, Labor Hour, or T&E basis as set forth in Task Orders (see Task Order Template at Attachment D) that City may issue from time to time. All such Task Orders are subject to the terms of this Agreement, including the Attachments. Nothing in this Agreement is intended to create, nor shall the Agreement be construed as, a promise or guarantee by City that it will issue any Task Orders for services or work to be performed by CLPE during the term of this Agreement. At all times, City maintains the right, in its sole discretion, to obtain services from another supplier or to perform such services with the use of City's own employees.

ARTICLE 2. TERM OF AGREEMENT: Unless terminated earlier by either Party as hereinafter provided, this Agreement shall terminate upon five (5) years after the Effective Date, or upon expiration of any period of performance set forth in a City Task Order, whichever is later. Each Party shall have the right to terminate this Agreement and any Task Order if the other Party fails to cure a material breach within thirty (30) days of receipt of written notice from the non-breaching Party describing such breach. In the event of termination of this Agreement under this Article 2, City's liability to CLPE shall be limited to a prorated payment equivalent to the pro-rata services actually delivered for Firm Fixed Price engagements, or for the number of hours/days of services actually performed for Labor Hour or T&E engagements, in accordance with the terms and conditions of this Agreement and the applicable Task Order prior to termination, plus reimbursable travel expenses incurred.

ARTICLE 3. RATES AND EXPENSES: For Firm Fixed Price engagements, City shall pay CLPE the Firm Fixed Price set forth in each Task Order, inclusive of all applicable taxes, fees, charges expenses and costs. The Firm Fixed Price shall be payable in accordance with the

milestone schedule set forth in each Task Order. CLPE guarantees that its compensation shall not exceed the Firm Fixed Price in each Task Order without the prior written authorization of City.

For Labor Hour or T&E engagements, City shall pay CLPE according to the terms of the applicable Task Order issued hereunder. City shall not be liable for any hours billed or amounts charged in excess of those set forth below, and as adjusted by CLPE in January of each year, unless otherwise agreed upon in the Task Order.

The Parties agree to the all-inclusive labor rates for Labor Hour or T&E engagements, which is set forth in Attachment B hereto, and as noted above, such labor rates are subject to an annual change based on CLPE's updated billable rates.

ARTICLE 4. ADDITIONAL SERVICES: City may, from time to time, identify additional services that it wishes to incorporate into this Agreement. In such event, City may add such services pursuant to a new Task Order, or amendment to a then-current Task Order, and, if acceptable to CLPE, CLPE shall perform such services in accordance with the terms of this Agreement. Such services shall be provided by CLPE at hourly rates not to exceed the rates set forth in Article 3 above or as otherwise agreed upon in a Task Order.

ARTICLE 5. PAYMENT FOR SERVICES: City will compensate CLPE when reimbursed by the Program Administrator (defined below) for the Microgrid Incentive Program ("MIP"), as further specified in Attachment B.

ARTICLE 6. TRAVEL: City will reimburse CLPE for reasonable and necessary travel expenses actually incurred in performing services in support of Labor Hour or T&E engagements.

ARTICLE 7. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous agreements and constitutes the entire understanding of the Parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties agree to be bound by the terms of this Agreement and have caused this Agreement to be signed by a duly authorized representative.

Agreed by:	**Agreed by:**
CLP Engineering, LLC	**City of Santa Paula:**
Authorized Signature: Ajay Sitaula Digitally signed by Ajay Sitaula Date: 2025.05.26 10:24:46 -06'00'	**Authorized Signature:**
Printed Name: Ajay Sitaula	**Printed Name:** Dan Singer
Title: VP and Chief Engineer	**Title:** City Manager
Date: 5/26/25	**Date:** 5-23-25

ATTACHMENT A - TERMS AND CONDITIONS

1. WORK PRODUCT, INVENTIONS, AND DEVELOPMENTS.

   (a) Sealed original drawings, specifications, reports, and other engineering documents which CLPE prepares and delivers to City pursuant to this Agreement shall become the property of City when CLPE has been compensated for services rendered. Nothing contained in this Section shall be construed as limiting or depriving CLPE of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CLPE shall have the right to retain and use copies of drawings, documents, and engineering and other data furnished or to be furnished by CLPE.

   (b) Rights to intellectual property developed, utilized, or modified in the performance of services under this Agreement shall remain the property of CLPE. CLPE grants to City an irrevocable (except in the event of a breach of this license), nonexclusive, royalty-free license to utilize CLPE's proprietary property provided to City as part of the services to the extent necessary for performance of the Agreement and any Task Order hereunder. City shall not acquire any rights to any of CLPE's, its contractors', subcontractors', or vendors' proprietary computer software that may be used in connection with the services except as expressly provided in the Agreement or as may be separately agreed.

   (c) All documents, including drawings, specifications, and computer software prepared by CLPE are not intended to be modified or represented to be suitable for reuse on extensions of any project subject to this Agreement. Any such modification or reuse without prior written approval, and verification or adaptation by CLPE for the specific purpose intended, will be a breach of the license granted by CLPE and will be at City's sole risk and without liability or legal exposure to CLPE. City agrees to release, defend, indemnify, and hold CLPE harmless from and against any and all liability and claims, including attorneys' fees, that may in any manner arise in any way directly or indirectly from such modification or reuse. Any modification or reuse approval and verification or adaptation of documents will entitle CLPE to additional compensation at rates to be agreed upon by City and CLPE.

   (d) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. CLPE makes no warranty as to the compatibility of these files with any other system or software.

2. CONFIDENTIAL INFORMATION AND TRADE SECRETS. All confidential information exchanged between the Parties shall be performed in accordance with the Non-Disclosure Agreement ("NDA") between the City and CLPE, dated May 16, 2025, and attached hereto as Attachment C.

3. STATUS OF CLPE.

   (a) It is mutually agreed that CLPE and its employees, contractors, subcontractors, and agents are independent contractors and not employees, participants in a joint venture, partners, or agents of City for any purpose whatsoever. CLPE shall not make any representation,

expressed or implied, that CLPE is an employee, agent, or legal representative of City , nor is CLPE authorized to assume or incur any liability or obligation of any kind to any third party in the name of or on behalf of City. CLPE has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting CLPE in the performance of the work rendered hereunder.

(b) City shall have no right to, and shall not, control the manner or prescribe the method by which the services are performed by CLPE hereunder.

(c) CLPE's fees and payments are to be the total payment for CLPE's work paid by City and are to include, without limitation, all of the appropriate overhead, fringe, and business costs of CLPE's business, and CLPE acknowledges that neither it nor its employees are eligible for any benefits provided by City to its employees and have not been promised any such benefits. As such, CLPE acknowledges and agrees that it shall have no claim against City for any benefits, including, without limitation, vacation pay, holiday pay, sick pay, retirement benefits, medical benefits, life insurance, equity or bonus awards, worker's compensation, disability, unemployment benefits, or any federal, state, or other employee benefits not mentioned above.

(d) CLPE agrees that as an independent contractor, CLPE is fully responsible for the payment of all applicable taxes or other charges arising out of income it earns under this Agreement, including federal, state, and local income taxes, self-employment taxes, Social Security taxes, unemployment taxes, workers' compensation or other disability insurance, and any other similar obligations. CLPE shall reimburse City on request for any expense, penalty, or liability incurred by City as a result of CLPE's failure to pay any such taxes or charges.

(e) Nothing in this Agreement shall be for the benefit of any third party, and no third party shall derive any rights by virtue of its provisions.

(f) CLPE warrants that it is duly organized, validly existing and in good standing under the laws of the State in which it is organized or incorporated and has the requisite authority to execute and deliver this Agreement.

4. INSURANCE. CLPE shall, at its expense, procure and maintain the insurance policies set forth below on all of its operations under this Agreement, as follows:

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

(b) Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, CLPE, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the

insurance requirements set forth herein, CLPE agrees to amend, supplement or endorse the policies to do so.

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

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

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

iv. Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to CLPE's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least two (2) years from termination or expiration of this Agreement.

(c) Insurance Endorsements. Required insurance policies shall contain the following provisions, or CLPE shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

i. Commercial General Liability: (1) Additional Insured: The City, its employees, and its agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of CLPE; or (4) contain any other exclusions contrary to the terms of this Agreement. For all policies of Commercial General Liability insurance, CLPE shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled until a thirty (30) day written notice of cancellation has been

served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

(f) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention shall protect the City, its employees, and its agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Evidence of Insurance. CLPE, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement contrary to this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Upon the City's request, CLPE shall promptly file evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, CLPE

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.

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

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

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

(k) Additional Insurance Provisions

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

ii. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance required hereunder and any commercially reasonable premium paid by City will be promptly reimbursed by CLPE or City will withhold amounts sufficient to pay such premium from CLPE payments. In the alternative, City may cancel this Agreement.

iii. The City may require CLPE to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

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

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

5. INDEMNIFICATION

(a) To the fullest extent permitted by law, CLPE shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any negligent acts, errors or omissions, or willful misconduct of CLPE , its officials, officers, employees, subcontractors, CLPE or agents in connection with the performance of CLPE's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses to the extent such loss or damage was not caused by the negligence or willful misconduct of the City. CLPE's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by CLPE, the City, its officials, officers, employees, agents, or volunteers, subject to the limitations of Section 4.

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

6. WAIVER. Any failure on the part of either Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the other Party to whom such compliance is owed. Absent such written waiver, no forbearance or other failure to insist on prompt compliance with any obligation, agreements or conditions hereunder shall be deemed to constitute a waiver of the rights of the Party to whom compliance is owed.

7. SEVERABILITY. If any provision of this Agreement is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provision of this Agreement to the extent permitted by law.

8. CHANGES IN THE WORK. City may at any time by written change order make changes in, additions to, and omissions from CLPE's scope of work to be performed under a Task Order to this Agreement. If the change will result in an increase or decrease to the cost of performance of the work, then the Parties shall negotiate a fair and reasonable price for such change prior to the changed work being performed, unless otherwise agreed in writing.

9. CLPE'S RESPONSIBILITY FOR ITS WORK. All work will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under like conditions and under similar circumstances.

10. TERMINATION OF AGREEMENT WITHOUT CAUSE. City may terminate this Agreement at any time by giving the CLPE sixty (60) days' written notice of such termination. Termination shall have no effect upon the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination. Other than full and prompt payments for Services rendered in conformance with the requirements of this Agreement prior to the effective date of said termination, CLPE shall be entitled to no further compensation for any services rendered after the effective date of the termination. If there are no executed and active Task Orders, CLPE may terminate this Agreement without cause by giving the City ten (10) days' written notice of such termination.

11. TERMINATION OF AGREEMENT FOR CAUSE. If CLPE fails to perform CLPE's duties in conformance with the requirements of this Agreement, or if CLPE fails to fulfill in a timely and professional manner CLPE's obligations under this Agreement absent the cause for the failure to timely perform being an Excusable Delay defined as unforeseeable events or events beyond CLPE's control, or if CLPE shall violate any of the material terms or provisions of this Agreement, then City shall have the right to terminate this Agreement effective immediately upon City giving written notice thereof to the CLPE. Termination shall have no effect upon the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination. CLPE shall be paid for all work completed in conformance with the requirements of this Agreement prior to the effective date of such termination.

12. DISPUTES & CLAIMS.

(a) Any claim, dispute or other difference between the Parties, arising out of or relating to this Agreement or the breach thereof ("Dispute"), shall be settled, if possible, by negotiation and mutual agreement of the Parties.

(b) Either Party shall be entitled to give notice of the Dispute to the other Party. Within five (5) business days following delivery of such notice, the Parties' senior representatives shall conduct good faith negotiations with the object of reaching mutual agreement on the resolution of such Dispute. In the event that agreement is reached, such agreement shall be recorded in writing and signed by both Parties.

(c) If the Dispute is not resolved within forty-five (45) days after delivery of the notice of Dispute, then the Dispute shall be finally settled by arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said Rules. The arbitration proceedings shall be held in or near Santa Paula, California. Judgment upon any award rendered may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award or an order for enforcement, as the case may be.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflicts-of-laws provisions thereof.

13. SURVIVAL. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect, but such survival shall not extend any applicable statute(s) of limitations.

14. NOTICES. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by email or first-class mail to the other Party at:

CLPE:

CLP Engineering, LLC
6312 S. Fiddlers Green Cir., Suite 200E
Greenwood Village, CO 80111
Telephone: (720) 305-0400
Attn: Ajay Sitaula
Email: aps@clpinc.com

With a copy to: contracts@clpinc.com

City:

City of Santa Paula
Public Works Department
P.O. Box 569
Santa Paula, CA 93061
Telephone: (xxx) xxx-xxxx
Attn: Dale Goodman, Public Works Director
Email: DGoodman@spcity.org

15. WARRANTY. CLPE warrants that it will perform the work in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing services of a similar nature in existence at the time of performance of the work. If, during the one year period following completion of the work, it is shown there is an error in the work caused solely by CLPE's failure to meet such standards and City has notified CLPE in writing of any such error within that period, CLPE shall re-perform, at no additional cost to City ,

subject to the other provisions of this Agreement, such work within the original scope of services as may be necessary to remedy such error.

16. LIMITATION OF LIABILITY. THE PARTIES SHALL NOT BE LIABLE TO EACH OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH OR RELATING TO THE USE OF ANY ITEMS OR SERVICES FURNISHED, UNDER ANY THEORY OF LIABILITY, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY BREACH, STRICT LIABILITY, PRODUCT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED THEREUNDER FAILS.

17. CONFIDENTIALITY OF DATA.

(a) Subject to the requirements of the California Public Records Act (Government Code section 7920.000, et seq.), all financial, statistical, personal, technical, or other data and information relative to CLPE's operations, which are designated confidential by CLPE and made available to the City under this Agreement, shall be protected by the City from unauthorized use and disclosure, and shall not be made available to any individual or organization by City without the prior written approval of CLPE.

(b) Permission to disclose information on one occasion by CLPE relating to this Agreement, shall not authorize City to further disclose such information, or disseminate the same on any other occasion.

(c) Subject to the requirements of the California Public Records Act (Government Code section 7920.000, et seq.), all information related to the engineering estimate is confidential and shall not be disclosed by City to any entity without CLPE's consent.

18. ORDER OF PRECEDENCE. In the event of any inconsistency among or between the parts of this Agreement or related documentation, such inconsistency shall be resolved by giving precedence in the following order: (1) the Agreement; (2) Attachment A; (3) a Task Order; (4) statements of work; and (5) purchase orders.

ATTACHMENT B - COMPENSATION AND PAYMENT

1.0 Compensation — Labor Hour or T&E Task Order

1.1 As compensation for the performance of the Services under a Labor Hour or T&E Task Order, City shall pay or cause to be paid to CLPE its recoverable costs, consisting of Personnel Costs and Other Direct Costs as defined below (together, "Recoverable Costs").

1.1.1 Personnel Costs. Personnel Costs shall be determined by multiplying each straight-time and over-time hour or portion thereof expended in connection with the Services by each employee of CLPE and its related entities and agency personnel by the then-current applicable billing rate as determined according to the Task Order.

1.1.2 Other Direct Costs. Cost in the following categories are recoverable when incurred by CLPE and its related entities in connection with the Services under this Agreement, determined in accordance with CLPE's established policies and practices and, where applicable, CLPE's established rates:

a) Actual and reasonable expenses of travel and subsistence of personnel engaged in the performance of the Services.

b) Costs of materials and supplies used or consumed in the performance of the Services. Engineering supplies used or consumed in the performance of the Services shall be reimbursed at CLPE's established rate per technical job hour.

c) Costs of reproduction of plans, specifications, reports and other data at CLPE's established rates.

d) Costs associated with consultants, subcontracts, and other outside services and facilities, where applicable with a markup not to exceed ten percent of actual cost, and where the use of which has been approved by City in writing.

e) All federal, state and local taxes, assessments, levies, imposts, duties, excise, permits, and licenses directly and solely identifiable to the Services, excepting only payroll taxes included in Personnel Costs and taxes levied solely on CLPE's net income.

f) Records management including, but not limited to, the preparation of material for filming, equipment, micro-reproduction, operator time, to the extent not charged as direct labor, and storage, at CLPE's established rates.

e) Other direct costs and expenses incurred by CLPE in connection with the Services that are not specifically set forth herein, as approved by City in writing.

1.2 Invoice and Payment. On or before the tenth (10th) day of each calendar month, CLPE shall prepare and submit to City an invoice for the Recoverable Costs incurred during the preceding month, which shall be submitted to Southern California Edison Company (the "Program Administrator") for payment/reimbursement under the MIP. Each invoice shall segregate Recoverable Costs as agreed by CLPE's and City's authorized representatives. City shall pay

CLPE when reimbursed by the Program Administrator for the MIP. Should City in good faith dispute any portion of an invoice, City shall pay the undisputed portion within thirty (30) days from the date of reimbursement from the Program Administrator and, within the same time, advise CLPE in writing of the disputed portion.

1.3 Modification of Contract Price. CLPE shall promptly notify City in writing if it foresees that the Services cannot be completed within the not-to-exceed ("NTE") amount. Such notification shall contain a thorough analysis of additional activities needed to complete the Agreement and a proposal for an increase in the NTE amount, including a detailed budget. The Parties shall promptly discuss any such situation and associated proposals for increase of the NTE amount, and if the Parties agree to increase the NTE amount, such agreement must be formalized in an addendum to the Agreement. For the avoidance of doubt, nothing in this Section shall oblige City to agree to any increase in the NTE amount.

2.0 Compensation — Firm Fixed Price Task Order

2.1 As compensation for the performance of the Services under a Firm Fixed Price Task Order, City shall pay or cause to be paid to CLPE the firm fixed price in accordance with the Milestone Payment Schedule agreed to in the Task Order.

2.2 Invoice and Payment for FFP Task Order.

Upon completion of each milestone, CLPE shall prepare and submit to City an invoice.

Payment shall be due within thirty (30) days of receipt of reimbursement from the MIP Program Administrator.

ATTACHMENT C - NON-DISCLOSURE AGREEMENT

[Attach any applicable NDA entered into or to be agreed-upon with City]

CLP Engineering

MUTUAL NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("**Agreement**") is made and entered into this 16th day of May 2025, by and between CLP Engineering, LLC and its subsidiaries ("**CLPE**" or the "**Company**") and City of Santa Paula, a city incorporated in California whose registered office is at 970 E. Ventura Street, Santa Paula, CA 93060 ("City"). CLPE and City may be hereinafter referred to individually as "**Party**", "**Disclosing Party**" or "**Receiving Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, CLPE and City have been discussing a partnership for purposes of assessing and applying to the Microgrid Incentive Program administered by Southern California Edison Company (the "**Proposed Transaction**"). In connection with the Proposed Transaction, the Parties recognize that it may be necessary or desirable for each of them (including their respective subsidiaries, affiliates, advisers or representatives) to disclose to the other certain confidential information. This agreement sets out the terms upon which the Parties agree to provide such information to each other.

WHEREAS, the Disclosing Party considers such information to be proprietary, confidential and trade secret, the unauthorized disclosure of which would cause great harm and loss to the Disclosing Party, and therefore the Disclosing Party will only release such information upon the assurance that such information will be held and used in the strictest of confidence by the Receiving Party,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. As used in this Agreement, the term "**Confidential Information**" shall mean any and all information of whatever nature relating wholly or partly to the Proposed Transaction or the affairs of the Disclosing Party or a member of a Disclosing Party's group (whether furnished in written, oral, electronic or any other format) concerning the Disclosing Party's financial condition, products and services, customer names, material used in development, application, technical data, manufacturing processes, know how, designs and design concepts, sales and marketing information possessed by Disclosing Party.

2. The Receiving Party will hold the Confidential Information in strict confidence and agrees to refrain from distributing, disclosing or disseminating the Confidential Information and all notes, reports, documents and/or other materials prepared by either Party which reflect, interpret, evaluate, or are derived from the Confidential Information (collectively, the "**Evaluation Materials**") in any manner to any person or entity. Notwithstanding the forgoing, the Receiving Party may disclose Confidential Information to its affiliates and any of its, or its affiliate, employees, officers, directors and professional advisers whose access is strictly necessary to accomplish the Purpose set forth above (Authorized Recipients).

3. The Receiving Party will procure that each Authorized Recipient to whom Confidential Information is disclosed is made aware (in advance of disclosure) of the terms of this Agreement, and will procure that each such person adheres to those terms as if that person were a party to this Agreement. The Receiving Party shall be liable for the actions or omissions of the Authorized Receiving Party in relation to the Confidential Information as if they were the actions or omissions of the Receiving Party

4. The restrictions and confidentiality obligations set forth in this Agreement shall not apply to Confidential Information which:

   (a) is, or subsequent to disclosure becomes, part of the public domain through no fault of Receiving Party;

   (b) is lawfully disclosed to Receiving Party by a third party without any confidentiality obligation;

   (c) was in the possession of Receiving Party prior to disclosure by Disclosing Party; or

   (d) is lawfully and independently developed by the Receiving Party without use of the Confidential Information when such independent development can be demonstrated through documentation.

   (e) is required to be disclosed by law, regulation or any governmental or competent regulatory authority (including without limitation, any securities exchange), provided that, to the extent it is so permitted by law, the Disclosing Party shall consult in advance with the Disclosing Party of the relevant Confidential Information on the proposed form, timing, nature and purpose of the disclosure. In such cases, the Receiving Party may furnish only that portion of the Confidential Information or Evaluation Materials which is legally required or necessary and shall cooperate with the Disclosing Party to enable it to obtain a protective order or other reliable assurance (at Disclosing Party's expense) that confidential treatment will be accorded the same.

5. The Receiving Party and the Authorized Recipients shall use the Confidential Information and Evaluation Materials solely for the purpose of evaluating and negotiating the Proposed Transaction and not for any other purpose.

6. No Party nor Authorized Recipient shall make a press release or other public utterance of any kind regarding this Agreement, the information received as part of this Agreement or the contents of this Agreement without prior written consent of the other Party.

7. Upon the written request of the Disclosing Party, the Receiving Party will promptly:

   (a) return to the Disclosing Party or destroy all documents containing Confidential Information provided (or otherwise made available) to it by or on behalf of the relevant Disclosing Party;

   (b) destroy all copies of any analyses, memoranda or other documents derived from the Information provided (or otherwise made available) to it by or on behalf of the Disclosing Party; and

(c) to the extent reasonably practicable, expunge all Confidential Information provided (or otherwise made available) to it by or on behalf of the Disclosing Party from any computer, word processor or other device containing such information.

This provision shall not apply to the extent that the Receiving Party or any of its Authorised Recipients is required to retain such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or as required by an internal document retention policy.

8. The Receiving Party shall use all reasonable efforts to protect the confidentiality of the Confidential Information and Evaluation Materials, including those that are at least as stringent as those that it uses to protect its own confidential information.

9. The Receiving Party agrees that its directors, officers, employees, consultants and advisors, if any, will be bound by this Agreement, and agrees to be responsible for the actions, uses and disclosures of any of its directors, officers, employees, consultants or advisors.

10. Addresses for notices and requests are:

CLP Engineering, LLC
6312 South Fiddlers Green Circle, Suite 200E
Greenwood Village, CO 80111
Attention: Marty Maxfield, CFO
Telephone: (720) 305-0400
E-mail Address: mwm@clpinc.com

Legal Department

Notices shall be in writing and shall be given to the designated representative, either by personal delivery or by the U.S. Mail, or by e-mail verified with return receipt. All notices shall be effective 48 hours after mailing (if by U.S. mail), or upon transmission (if by e-mail).

11. Unless otherwise expressly limited, the Receiving Party's obligations under this Agreement shall terminate upon the earlier of (i) three years from the date hereof, or (ii) the completion of the Proposed Transaction by a Party or one of the Party's affiliates. The undertakings set out in this Agreement will survive completion of negotiations regarding the Proposed Transaction, whether or not the Proposed Transaction is implemented.

12. In the event of any breach or threatened breach by Receiving Party of this Agreement, Disclosing Party shall be entitled to seek injunctive and other equitable relief, without posting bond, and Receiving Party shall not plead in defense thereto that there would be an adequate remedy at law. Such remedy shall be in addition to all other remedies available to it at law or in equity. In no event shall either Party be liable to the other party for any incidental, special, consequential or indirect damages, including loss of use. Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it.

13. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

14. Products, services, and/or technical data provided or disclosed in performance of this Agreement may be subject to required and continuing U.S. Government approvals, clearances, regulations, and export/import and re-export requirements, including the U.S. Department of Commerce Export Administration Regulations (Title 15, CFR 730-774), and any other U.S. Government regulation applicable to the export/import, re-export, or disclosure of such controlled products, services and/or technical data to Foreign Nationals whether within, or outside, the U.S. including those employed by, or otherwise associated with, the Parties. Parties acknowledge and agree to comply with all such U.S. regulations regarding export/import, re-export, or disclosure and will obtain any and all such registrations, licenses, agreements, approvals and/or certifications, as may be required by regulations for the export of the products, services, and/or technical data that may be provided under this Agreement before initiating such export/import, re-export or disclosure.

15. This Agreement may not be assigned, delegated or transferred by a Party in any way, without the prior written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

16. The Receiving Party acknowledges and agrees, on behalf of itself and its Authorized Recipients, that (except as may otherwise be provided in any future agreement regarding the Proposed Transaction):

    (a) the Confidential Information provided to it does not purport to be comprehensive and that no representation or warranty, express or implied, is or will be made by the Disclosing Party of any Confidential Information as to the accuracy, reliability or completeness of that Confidential Information;

    (b) no Disclosing Party shall:

        (i) have any liability to the Receiving Party or to any other person resulting from the use of Confidential Information by the Receiving Party or its Authorised Recipients; or

        (ii) be under any obligation to provide further Confidential Information, update Confidential Information or correct any inaccuracies in Information.

    The terms of this disclaimer may not be varied or terminated without the prior written consent of each Party. This paragraph does not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

17. Neither this Agreement nor the transfer of the Confidential Information hereunder shall be construed as granting any license or rights to any information or data, including, without limitation, any patent, trademark or copyright, now or hereafter owned or controlled by the Disclosing Party and all such Confidential Information shall remain the property of the Disclosing Party.

18. The Parties agree that this Agreement does not obligate them to enter into any further transaction or relationship other than as set forth herein.

19. Each Party shall pay the costs and expenses incurred by it in connection with entering into this agreement.

20. This Agreement constitutes the entire Agreement between the Parties, supersedes any prior understandings or representations relating to the subject matter hereof, and shall not be subject to

change or amendment except by subsequent written agreement signed by authorized representatives of the Parties. All provisions of this Agreement are severable, and the unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

IN WITNESS THEREOF, the duly authorized representatives of each of the Parties hereto have executed this Agreement as of the date first written above.

CLP Engineering, LLC

By: Marty Maxfield

Name: Marty Maxfield

Title: CFO

City of Santa Paula

By: _____

Name: Dan Singer

Title: City Manager

ATTACHMENT D - TASK ORDER TEMPLATE

[insert date]

RE: Task Order — Project Title

This Task Order is subject to the Master Services Agreement ("MSA") between CLP Engineering, LLC. And Client [x] dated _____, 2025.

Scope of Work:

Schedule:

Fee:

Total cost of this Task Order proposal is a Not-To-Exceed ("NTE") amount of: Number Thousand, Number Hundred So Many Dollars ($##,###). Price is valid for 30 days.

Or

The total cost of this Task Order proposal is a Firmed-Fixed Price (FFP) amount of: Number Thousand, Number Hundred So Many Dollars ($##,###). Price is valid for 30 days.

Milestone Payment Schedule: [only applicable to FFP]:

All components of this Task Order shall be executed in accordance with the terms and conditions outlined in the MSA.

CLPE Approval:

Submitted By (Printed): _____ Title:_____

Authorized Signature: _____ Date:_____

CLPE Approval:

Submitted By (Printed): _____ Title:_____

Authorized Signature: _____ Date:_____

IF Applicable: Client Task Order Number/Purchase Order No/Etc:

EXHIBIT B

Task Order No. 2 to
Master Services Agreement

CLP Engineering, LLC
1265 Corona Point Ct, Suite 103
Corona, CA 92879

6/11/2026

RE: Task Order – City of Santa Paula CLPE Task Order #0002: Owner's Engineering Representative Support for Water Reclamation Facility (WRF) Solar Photovoltaic (PV) and Storage Energy Project

This Task Order is subject to the Master Services Agreement ("MSA") between CLP Engineering, LLC. (CLPE) and Client Santa Paula dated May 28, 2025.

Scope of Work:

CLPE is requested to provide engineering and design services as an owner's engineering representative for **Water Reclamation Facility (WRF) Solar Photovoltaic (PV) and Storage Energy Project**. The scope as owner's representative includes planning, design, procurement support, and execution support as outlined below:

- Support project investment by City of Santa Paula into projects seeking Investment Tax Credit (ITC) and similar incentives, including compliance with various guidance documents such as 5% Safe Harbor for solar projects less than 1,500 kW in size.
- Owner's engineering representative support in planning, design, project execution, and operations activities including focus areas that reduce energy consumption, decrease energy costs, increase use of renewable energy, and expand use of energy storage within the community.
- Coordination with and provide engineering/technical consultation to City of Santa Paula personnel and advisors including the City's legal counsel, municipal financial advisors, on-call engineers, plant operators, and others as required while the City navigates paths to procure and execute the project.
- Preliminary planning, feasibility analysis, and conceptual design activities including managing subconsultant tasks as outlined below, but not limited to:
    - Planning and preliminary site civil and electrical layouts
    - Site survey, utility locates, fire protection planning, topographic survey, environmental planning, and geotechnical investigations
    - Alternatives analysis exploring various project scoping and procurement options to reduce energy consumption and energy costs, increase use of solar energy including use of energy storage within City of Santa Paula
    - Analyze and present tradeoffs of conservation, generation, and storage within the present utility rate structure
    - Provide technical support to develop preliminary project costs and savings for proposed/selected project scope.
- Develop project preliminary drawings, technical scope, and specifications to support request for proposal (RFP) package. The structure of the RFP packages will be finalized following coordination with City of Santa Paula and its advisors.
- Provide technical services such as design reviews, technical evaluation of financial proforma, and validation of measurement and verification approach.

Clarifications and Assumptions:

1. City of Santa Paula to reach out to their legal, accounting, and financing advisors regarding legal, accounting, and finance activities. CLPE will provide technical insight and support to City of Santa Paula during these discussions.
2. CLPE will draft technical requirements related to the ITC to be asked of solar and BESS vendors as well as construction entities during the design and planning process for review and revision as necessary to meet City of Santa Paula and their legal, accounting, and financing advisor recommendations regarding documentation necessary for City of Santa Paula to seek the ITC elective pay option.
3. City of Santa Paula and its advisors to review eligibility of design efforts to meet safe harbor along with any ongoing continuity of work requirements.
4. This task order covers all the preliminary technical consultations, alternatives analysis, preliminary design support (up to 60%), and RFP development support. A separate task order will be issued if City tasks CLPE to complete the design to 100% and provide technical supports during construction, commissioning, and operations handover.

Schedule: City of Santa Paula Task 0002: Owner's Representative Support

Initial schedule to be developed following the kickoff meeting following notice-to-proceed. Intent is to develop mutually agreeable schedules with a 3-month look ahead in support project planning and execution. The duration of the project to provide support through commissioning and initial operations is anticipated to run from June 2026 through June 2029.

Fee:

Under this task order, CLPE estimates Not to Exceed (NTE) amount of Two Hundred and Fifty Thousand Dollars ($250,000) to complete the tasks outlined above up to 60% design package. This includes:

1. Alternatives analysis,
2. Initial technical consultations,
3. Preliminary design (up to 60%), and
4. RFP support.

CLPE will provide a separate task order with scope and cost estimates to take the 60% design to 100% design if City of Santa Paula chooses CLPE to fully design the project once the procurement path is more clearly identified.

CLPE will coordinate subconsultant scopes, pricing, and proposed activities with City of Santa Paula in advance and will invoice monthly on a time and materials basis using CLPE's standard FY2026 rate sheet throughout project execution. Task Order 2 has NTE pricing to support ITC compliance while providing flexibility to meet evolving project needs.

Task Order 02 is issued pursuant to the Master Services Agreement (MSA) dated May 26, 2025, and shall be governed by its terms, including the attached Exhibits and incorporated attachments.

CLPE Approval:

Submitted By (Printed): Ajay Sitaula **Title:** VP/Chief Engineer

Authorized Signature: Ajay Sitaula Digitally signed by Ajay Sitaula Date: 2026.06.11 16:50:51 -06'00' Date: 6/11/26

Customer Approval:

Approved By (Printed): _____ Title: _____

Authorized Signature: _____ Date: _____

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Donald Aguilar, Police Chief

Subject: POLICE DEPARTMENT VEHICLE PURCHASE

Date: June 17, 2026

Agenda Item: 10.I

RECOMMENDATION:

Staff recommends that City Council:

1. Review costs for one police vehicle
2. Waive informal bidding requirements for the vehicle purchases pursuant to SPMC section 41.10 on the grounds that the purchase is "required and desirable."

BACKGROUND:

The current fleet budget is for the purchase of one patrol vehicle. This vehicle is a hybrid "Police Interceptor" patrol vehicle. There was no formal bidding process for this vehicle, as it is included in the California E-Procure program which provides the most competitive cost for public safety vehicles, including the Police Department's Ford Police Interceptor package. This is a state of California Enforcement Vehicle Contract for all law enforcement agencies which are required to utilize when purchasing Police Interceptor vehicles. The provisions of this contract are attached as EXHIBIT A. Sourcewell, who also offers government purchasing bidding contracts, did not have the vehicles available for the specifications needed for the purchase of this vehicle.

The waiver of the formal bidding process was approved by City Council in 2023 for the purchase of two patrol vehicles in the California E-Procure Program.

ANALYSIS:

This will be a single purchase as this item was budgeted for FY 25/26.

Waiver of Informal Bidding

For equipment purchases over $50,000, the City must conduct formal bidding procedures including the solicitation of at least three bids whenever possible. However, SPMC Section 41.10 gives Council the authority to waive this requirement “when required or desirable and in conformance with state law.” State law provides that cities must adopt purchasing regulations and that purchases must conform to the city’s purchasing regulations. Here, the purchases are

required and desirable because this vehicle is specifically outfitted appropriately for the use of police-rated emergency vehicles. The California E-Procure program provides the most competitive costs for such vehicles, and (3) Sourcewell did not have vehicles with the needed specifications. Council may therefore waive informal bidding requirements and authorize the vehicle purchases.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

Fiscal impact on the purchase of this fleet vehicle:

For the purchase of this vehicle the total cost will be $60,991.79 and the itemized cost is attached as EXHIBIT B.

Funding for this purchase is available from the following Measure T and Measure R equipment budgets:

104-5-4502-610 $36,852 available

108-5-4502-610 $53,500 available

OPTIONS:

1. Approve as recommended
2. Do not approve as recommended.

ATTACHMENTS:

EXHIBIT A - State Contract 1-22-23-14C Supplement No. 8 Summary.pdf
EXHIBIT B - Santa Paula '25 PIU Hybrid Quote FL4078.pdf

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

Supplement 8

***(Incorporates Supplements 1 – 8) ***

ISSUE AND EFFECTIVE DATE: ***4/7/2026***
CONTRACT NUMBER: 1-22-23-14C
DESCRIPTION: Enforcement Vehicles, Police Pursuit
(Ford Explorer V6 AWD)
(Ford Explorer V6 AWD - HEV)
CONTRACTOR: Folsom Lake Ford
CONTRACT TERM: 5/11/2022 through 5/10/2027
STATE CONTRACT ADMINISTRATOR: ***Jamie Boes***
279-240-7470
Jamie.Boes@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions, rev 06/08/2010

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: Folsom Lake Ford 12755 Folsom Blvd. Folsom, CA 95630	**Fax/Email:** Fax: (916) 353-2078 Email: MarkPaoli@folsomlakeford.com	**Contact Information:** Folsom Lake Ford Mark Paoli Phone: (916) 351-4202 Email: MarkPaoli@folsomlakeford.com

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 8***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
8	**** Supplement 8 reflects the following changes:*** ➢ ***Cover Page: Contract Administrator has been updated*** ➢ ***Article 26: Contract Administrator has been updated.****	****4/7/2026****
7	Supplement 7 reflects the following changes: ➢ Cover Page: Contract Administrator has been updated ➢ Article 26: Contract Administrator has been updated.	10/7/2025
6	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following change: ➢ Cover Page: Contract expiration date has been updated to extend the contract. ➢ Attachment A – Contract Pricing, Supplement 6 has been updated to reflect open ordering bank and new MY cost.	8/1/2025
5	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following change: ➢ Attachment A – Contract Pricing, Supplement 5 has been updated to reflect OEM ordering bank status	5/23/2025
4	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following change: ➢ Article 38: has been updated to new title and language.	4/10/2025
3	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes: ➢ Cover Page: Contract expiration date has been updated to extend contract. ➢ Article 37, VETTED FORMS/CERTIFICATIONS has been added.	7/29/2024

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 8***

Supplement Number	Description/Articles	Supplement Date
2	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes: ➢ Cover Page Note ➢ Attachment A – Contract Pricing, Supplement 2 has been updated to reflect a price increase. ➢ Effective February 1, 2024, orders for 25MY will be accepted.	1/30/2024
1	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing, Supplement 1 has been updated to reflect a price increase. ➢ Effective September 9, 2022, orders for 23MY will not be accepted and 23MY vehicles will not be available until further notice. ➢ Note: The cut-off date to submit orders for 23MY is close of business September 8, 2022.	9/2/2022
N/A	Original Contract Posted	5/11/2022

All other terms and conditions remain the same.

PRICE QUOTATION
FOLSOM LAKE FORD
12755 FOLSOM BLVD.
FOLSOM, CA 95630
(916) 351-4202 - Direct

Date: 6/10/2026

To: Don Aguilar / Chief of Police / Santa Paula Police Department - FL4078
From: Mark A. Paoli / Fleet Director / Folsom Lake Ford
Subject: Pricing for 2025 Ford Interceptor (State of California Contract #1-22-23-14C)

$49,313.00 - Bid Price (2025 Ford Police Interceptor Utility AWD / 3.3L V6 Hybrid)
2,025.00 - L.A.P.D. Paint Scheme (CAL) - Lifetime Warranty
930.00 - Front Headlamp Lighting Solution (66A) - Includes Pre-Wiring (60A)
692.00 - Spot Lamps - Dual Whelen LED (51V)
601.00 - Front Warning Auxiliary LED Lights (21L)
475.00 - Rear Lighting Solution (66C)
352.00 - Side Marker LED - Sideview Mirrors (63B)
352.00 - Underbody Deflector Plate (76D)
207.00 - Police Wire Harness Connector Kit - Front/Rear (67V)
84.00 - Rear-Door Controls Inoperable - Locks/Handles/Windows (68G)
52.00 - Keyed Alike - Code 1284X (59B)
0.00 - 1/4 Size Picture In Picture Rear View Camera Image (87M)
$55,083.00 - Selling Price (Agate Black Metallic Paint w/White Doors and Roof)
85.00 - Documentation Fee
$55,168.00 - Subtotal
5,103.04 - Sales Tax (9.25%) Subject to Change
675.00 - Delivery to Santa Paula, CA
37.00 - DMV Electronic Filing Fee (Folsom Lake Ford will apply for "E" plates)
8.75 - California Tire Fee
$60,991.79 - Total Price (EACH) F.O.B. Santa Paula, CA

Payment Terms: $500.00 Discount Per Vehicle for Payment Within 20 Days / Net 30

Included: Ballistic Door Panels (Level III+), BLIS (Blind Spot Monitoring with Cross Traffic Alert), Dark Car Feature, Ford Pro Upfit Integration Feature, Ford Telematics (Includes Complimentary Two-Year Subscription), Front License Plate Bracket, Noise Suppression, Police Engine Idle Feature, Police Perimeter Alert, Police Pursuit Mode, Power Passenger Seat (4-Way), Red/White Dome Lamp In Cargo Area, Rear Auxiliary Air Conditioning, Rear View Camera with Washer (Displayed In 8" Center Stack Screen) Includes On-Demand Feature, Remote Keyless Entry with Four Keys and FOBs, Reverse Sensing, SYNC (Bluetooth), Trailer Hitch (Class III - Includes Wiring), Upfitter Switches(4) Mounted on Steering Wheel and 5yr/100k/0ded Powertrain Warranty.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT FISCAL YEAR 2026/27 ANNUAL BUDGET AND ASSESSMENT LEVY

Date: June 17, 2026

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends that the GHAD Board of Directors:

1. Conduct a public hearing on the proposed assessment levy for the Santa Paula Geologic Hazard Abatement District
2. Adopt Resolution 7617 approved the fiscal year 2026/2027 budget and extending a **$1,292.00** assessment levy per residential parcel onto the fiscal year 2025/2026 tax roll for the Santa Paula Geologic Hazard Abatement District.

Presented by: Dale Goodman, Director of Public Works

BACKGROUND:

In 2008, the Santa Paula City Council formed the Santa Paula Geologic Hazard Abatement District (GHAD). Annually, the members of the City Council convene as the GHAD Board, which is required to set the assessment necessary to fund the maintenance and repair of the drainage, open space, and geologic slope stabilization facilities. For Fiscal Year 2026/2027, the maximum assessment limit is **$2,294.41** per residential parcel for the Santa Paula GHAD.

Staff reviewed the draft Fiscal Year (FY) 2026/2027 GHAD budget with the GHAD Manager (ENGEO) to set the assessment level for the next fiscal year. After reviewing the FY 2026/2027 proposed budget and reserve account balance, staff ultimately concluded to set the assessment amount for Fiscal Year 2026/2027 at **$1,292.00**. At that assessment level, the reserve balance at the end of Fiscal Year 2026/2027 is projected to be approximately **$922,000**. The District Board's approval of Resolution No. 7617 sets the assessment at **$1,292.00** per residential parcel for FY 2026/2027.

ANALYSIS:

None. This is an annual budget for the GHAD program.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan; however, by adopting this assessment, the District Engineer will use these funds to maintain the GHAD Program on behalf of the benefit area residents.

FISCAL IMPACTS:

The Fiscal Year 2026/27 assessment totals **$96,900** for seventy-five residential parcels within the Santa Paula GHAD. The County of Ventura Assessor's Office collects the assessments. In addition to the assessment total for FY 2026/27, the investment income on the District's reserves is estimated at about **$32,888.**

The Fiscal Year 2025/26 and 2026/27 projected ending fund balances with proposed expenditures are as follows:

Current Assessment (December 2026 Property Taxes)

Beginning Fund Balance (July 1, 2025) **$781,183**

FY 2025/2026 Estimated Revenue..... $123,688

FY 2025/2026 Estimated Expenditures..... ($41,187)

Estimated Fund Balance (June 30, 2026) **$863,684**

FY 2026/2027 Estimated Revenue..... $129,788

FY 2026/2027 Estimated Expenditures..... ($71,700)

Estimated Fund Balance (June 30, 2027) **$921,772**

OPTIONS:

The Board has the following available alternative option to staff's recommendations:

1. Do not adopt Resolution No. 7617 approving the FY 2026/2027 budget and placing a **$1,292.00** per residential parcel assessment onto the 2026/2027 property tax roll for the Santa Paula GHAD. This would hinder the Santa Paula GHAD from providing preventive maintenance and operations such as slope stabilization and erosion protection. Furthermore, this would reduce the GHAD reserve which is intended to fund unanticipated expenses that may occur.

ATTACHMENTS:

Exhibit A - Resolution No. 7617
Exhibit B - 2026 Notice of Public Hearing - GHAD
Exhibit C- Santa Paula GHAD Program Budget 2026-27

EXHIBIT A

RESOLUTION NO. 7617
A RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS FOR THE SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT

RESOLUTION NO. 7617

A RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS FOR THE SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT LEVYING ASSESSMENTS WITHIN THE DISTRICT.

The Board of Directors of the Santa Paula Geologic Hazard Abatement District does resolve as follows:

SECTION 1:The Board of Directors finds as follows:

A. The Santa Paula Geologic Hazard Abatement District ("GHAD") was established for the purpose of preventing, mitigating, abating, and controlling geologic hazards, pursuant to Public Resources Code §§ 26500, *et seq*.

B. The GHAD Board of Directors was presented with an Engineer's Report for the District prepared by a registered professional engineer certified in the State of California in compliance with Public Resources Code § 26651(a) and § 4(b) of Article XIII(D) of the California Constitution. The Engineer's Report, entitled Engineer's Report for Santa Paula Geologic Hazard Abatement District and dated March 31, 2008, and revised May 1, 2008, was adopted by the Board pursuant to GHAD Resolution No. 1 on June 2, 2008, and is incorporated herein by reference.

C. The Engineer's Report describes the administration, monitoring and maintenance of improvements related to geologic hazards management within the Santa Paula GHAD and explains the estimated budget, the total assessment that will be chargeable to the entire Santa Paula GHAD, the assessment to be levied against each parcel of property within the boundaries of the Santa Paula GHAD, and a description of the method used in formulating the assessment.

D. The GHAD Board of Directors approved the Engineer's Report pursuant to GHAD Resolution No. 1 and found that a reliable source of funding is required to pay for the cost and expenses of maintaining and operating GHAD improvements acquired or constructed for the GHAD pursuant to Public Resources Code §§ 26500, *et seq*.

E. The special benefit derived from the GHAD by each parcel is proportionate to the entire costs of the GHAD, and the amount of the assessment is proportional to, and no greater than, the benefits conferred on each parcel. The assessment does not exceed the reasonable cost of the proportional special benefit conferred on each parcel.

F. Public Resources Code §§ 26650, *et seq*. authorize, after a noticed public hearing, the levy and collection of an assessment upon specially benefited property within the GHAD to pay for the maintenance and operation of GHAD improvements. Article XIIID of the California Constitution ("Proposition 218") imposes additional requirements for the levy and collection of an assessment.

G. On July 28, 2008, the Board held a public hearing to consider the results of a protest proceeding conducted in accordance with California Constitution Article XIIID, § 4. Because the valid number of protests received by the GHAD did not represent a majority protest, the Board was authorized to levy the assessment.

H. Based on the Engineer's Report, the original assessment was set at a limit of $1,414.00, in 2008/2009 dollars, per residential unit which has been adjusted annually based on the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area, which in FY 2026/27 dollars would be $2,294.41 per unit.

I. By this Resolution, the Board intends to levy an assessment of $1,292.00 per unit against each parcel of property within the boundaries of the Santa Paula GHAD for FY 2026/27.

J. Because there is no increase in the assessment limit and the Board complied with the initial notice, protest, and hearing requirements, under Government Code § 53735.5, such requirements do not apply to this proposed assessment levy amount.

SECTION 2: The Board of Directors orders the levy and collection of an annual assessment against the lots and parcels within Santa Paula GHAD of **$1,292.00** per residential parcel for Fiscal Year 2026/2027.

SECTION 3: The Board of Directors directs the Clerk to file, in the office of the County Recorder for the County of Ventura, a copy of the assessment diagram, and comply with all other requirements set forth in Public Resources Code § 26654 and Streets and Highways Code § 3114.

SECTION 4: The assessment will be collected by the County Tax Collector in accordance with the procedures set forth in Public Resources Code § 26654.

SECTION 5: The revenues received by the GHAD as a result of the assessments to be levied pursuant to this Resolution will be placed in a fund identified as the "Santa Paula Geologic Hazard Abatement District Fund." Payments from this fund can only be used in accordance with applicable law.

SECTION 6: The Board finds that levying assessments on the lots and parcels within Santa Paula GHAD is exempt from environmental review under Public Resources Code §§ 26601 and 21080(b)(4), as the California Environmental Quality Act does

not apply to actions necessary to prevent or mitigate an emergency and all activities in furtherance of the GHAD are deemed necessary to prevent or mitigate an emergency.

SECTION 7: This Resolution will take effect immediately upon adoption.

PASSED AND ADOPTED this 17th day of June, 2026

_____
Carlos Juarez, Chair

ATTEST:

_____
Julie Latshaw, GHAD Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, GHAD Attorney

APPROVED AS TO CONTENT:

_____
Dan Singer, City Manager

CITY OF SANTA PAULA
NOTICE OF PUBLIC HEARING

TAKE NOTICE that the Santa Paula City Council will hold a public hearing on Wednesday, June 17, 2026, commencing at 6:30 pm or as soon thereafter as possible, in the Santa Paula Council Chambers, 970 Ventura St. The public hearing will allow testimony regarding the City's proposed assessment for the Santa Paula Geologic Hazard Abatement District ("GHAD") and placing a $1,292.00 per parcel assessment onto the December 2026 tax roll for the GHAD. The assessment will only be placed on the properties shown below.

All interested persons are invited to be present and heard at the meeting. Anyone who seeks to challenge the decisions of the City Council in court with respect to these matters may be limited to raising only those issues raised by the public hearing described in this notice, or in written correspondence delivered to the city, at or before the public hearing, Public comment may be submitted at cityclerk@spcity.org. The deadline to submit comments is 3:00 PM (PT) the day of the City Council meeting. We will take your comments in the order they were sent.

Information relating to the above matter will be available upon request from the City Clerk's office starting 10-days prior to the hearing.

To be published in the Santa Paula Times on Wednesday, June 3, 2026.

District Area Parcel Map: [Next Page]

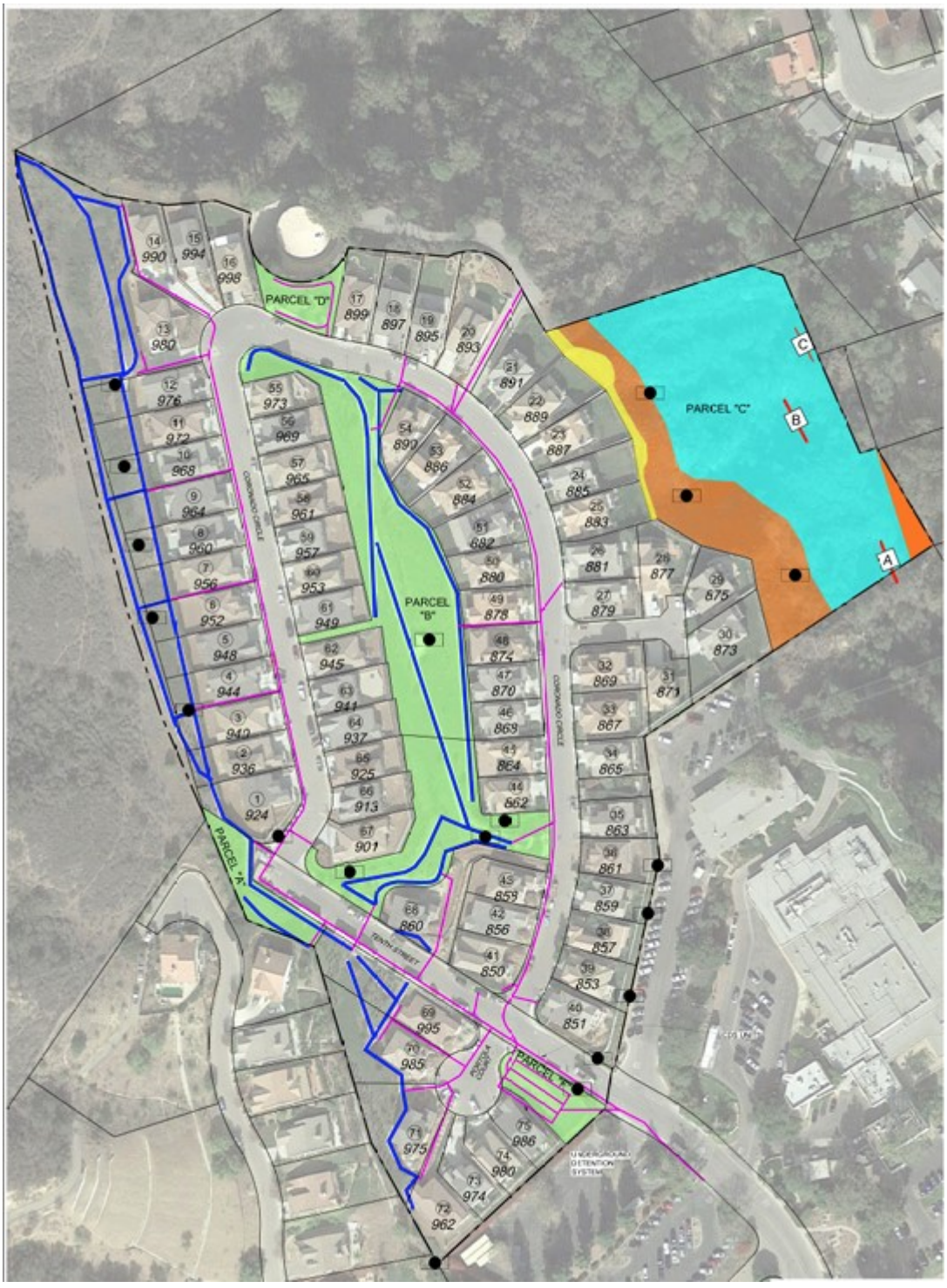

PARCEL "A"
PARCEL "B"
PARCEL "C"
PARCEL "D"
PARCEL "E"
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CORONADO CIRCLE
TENTH STREET
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EXHIBIT C

Santa Paula Geologic Hazard Abatement District Program
Budget for Fiscal Year 2026/27

SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT
PROGRAM BUDGET FOR FISCAL YEAR 2026/27

May 21, 2026

Santa Paula Geologic Hazard Abatement District Board of Directors
Chair Carlos Juarez
Vice Chair Jenny Crosswhite
Boardmember Leslie Cornejo
Boardmember Pedro Chavez
Boardmember Gabby Ornelas

Santa Paula Geologic Hazard Abatement District
970 East Ventura Street
Santa Paula, CA 93060-3637

Subject: Santa Paula Geologic Hazard Abatement District
Ridgeview at Vista Glen
Santa Paula, California

PROGRAM BUDGET FOR FISCAL YEAR 2026/27

Dear Chair Juarez and Boardmembers:

Attached is the program budget for the Santa Paula Geologic Hazard Abatement District (GHAD) for Fiscal Year (FY) 2026/27. The proposed program budget is $71,700. The budget expenses break down into the following approximate percentages of the total revenue.

Administration and Accounting.....10 percent
Additional - Outside Professional Services.....4 percent
Preventive Maintenance and Operations .....41 percent
Special Projects .....0 percent
Major Repair .....0 percent
Reserve .....45 percent

The budget anticipates FY 2026/27 revenue of $129,788 with an estimated contribution of $58,088 to the reserve fund. A summary of the expenses is shown in Table 2, followed by a brief description of each budget item on the following pages.

If you have any questions regarding the contents of this letter, please contact us.

Sincerely,

Santa Paula Geologic Hazard Abatement District
ENGEO Incorporated, GHAD Manager
ENGEO Project No. 7290.002.025

Haley Ralston

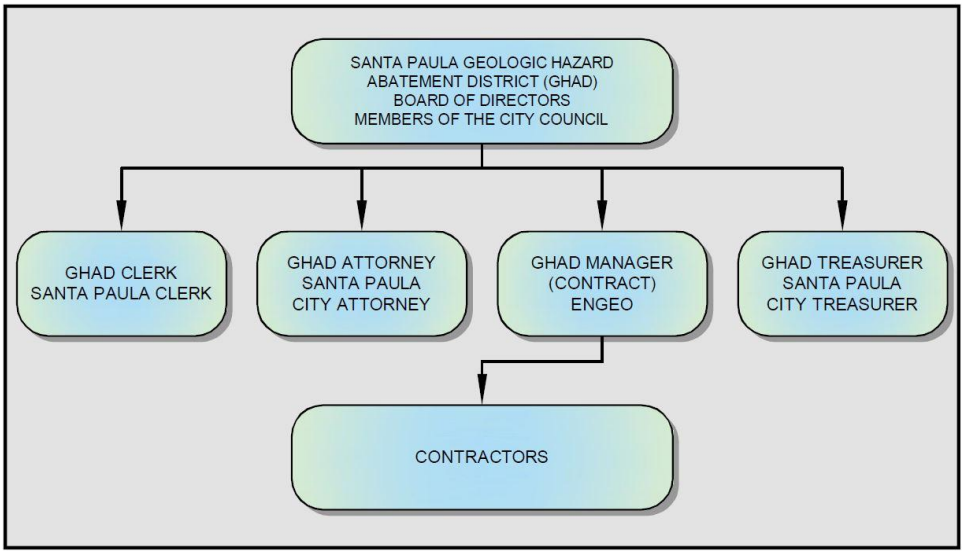
Robert H. Boeche

hjr/eh/rhb/ca

SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT
PROPOSED PROGRAM BUDGET
FISCAL YEAR 2026/2027

The following proposed program budget summarizes the anticipated revenues and expenditures for fiscal year (FY) 2026/27 for the Santa Paula Geologic Hazard Abatement District (GHAD), which currently includes the Ridgeview at Vista Glen ("Ridgeview") development. The structure of the Santa Paula GHAD is shown below.

EXHIBIT 1: Santa Paula GHAD Structure



The GHAD has had monitoring and maintenance responsibilities within the Ridgeview development since 2016, when the GHAD Board of Directors adopted Resolution No. 6974 accepting responsibility for GHAD-maintained improvements.

REVENUE

The GHAD is funded through real property assessments. The initial assessment limit was approved by the Board of Directors with the adoption of Resolution 2008-03(G) on July 28, 2008, at $1,414 in 2008/2009 dollars. The assessment limit is adjusted annually on April 30 to reflect the percentage change in the Los Angeles-Long Beach-Anaheim Consumer Price Index (CPI) for All Urban Consumers. For fiscal year (FY) 2026/27, the assessment limit increased by 3.68 percent to reflect an increase in the CPI.

The annual assessment limits are as follows.

TABLE 1: CPI Adjustments

FISCAL YEAR	LOS ANGELES CPI (APRIL/APRIL)	ASSESSMENT LIMIT	ANNUAL ASSESSMENT LEVY
2008/2009		$1,414.00	$1,414.00
2009/2010	-1.31%	$1,395.54	$1,414.00
2010/2011	1.90%	$1,422.13	$1,414.00
2011/2012	3.28%	$1,468.73	$1,414.00

FISCAL YEAR	LOS ANGELES CPI (APRIL/APRIL)	ASSESSMENT LIMIT	ANNUAL ASSESSMENT LEVY
2012/2013	1.52%	$1,491.06	$1,414.00
2013/2014	0.92%	$1,504.76	$1,414.00
2014/2015	1.42%	$1,526.13	$1,414.00
2015/2016	0.47%	$1,533.25	$1,414.00
2016/2017	1.97%	$1,574.01	$1,414.00
2017/2018	2.66%	$1,605.03	$1,112.00
2018/2019	3.97%	$1,668.76	$1,156.00
2019/2020	3.34%	$1,724.47	$1,194.00
2020/2021	0.70%	$1,782.04	$1,202.00
2021/2022	3.61%	$1,846.35	$1,246.00
2022/2023	7.87%	$1,991.66	$1,246.00
2023/2024	3.82%	$2,058.15	$1,246.00
2024/2025	3.90%	$2,148.45	$1,246.00
2025/2026	3.00%	$2,232.23	$1,246.00
2026/2027	3.68%	$2,294.41	$1,292.00

For FY 2026/27, all 75 residential parcels within the Ridgeview at Vista Glen development are subject to the levy of GHAD assessments. The assessment roll for FY 2026/27 is estimated to total $96,900 with the recommended assessment levy at $1,292.00 per residential parcel, which reflects an inflation increase from the levy amount approved for FY 2025/26. In addition, as shown on Graph 1, the rate of accumulation towards the target reserve remains above the projected estimates in the approved 2008 Engineer's Report. Each year, GHAD Staff will review the projected reserve account balance against the target reserve balance and determine if the assessment levy needs to be adjusted to remain on track with the target reserve balance.

As provided in the approved Engineer's Report, the assessment limit will continue to be adjusted for inflation annually. This determination is made by the GHAD Board each year during approval of the annual budget for the GHAD. As long as the GHAD Board levies future assessments in accordance with the Engineer's Report, a vote of property owners is not required; a vote is only required if the assessment limit is proposed to be increased beyond that allowed in the Engineer's Report.

EXPENSES

The budget amounts listed are based on the Engineer's Report approved by the Santa Paula GHAD Board of Directors in 2008. The budget amounts have been inflation-adjusted to maintain a constant-dollar value in the listed budget estimates. The budget is divided into four categories including Administration and Accounting, Preventive Maintenance and Operations, Special Projects, and Major Repair. As needed, the GHAD Manager may, in its discretion, reallocate funds within different categories of the budget.

ADMINISTRATION AND ACCOUNTING

This category includes administrative expenses for tasks of the GHAD Manager, clerical, and accounting staff related to the administration and operation of the GHAD.

PREVENTIVE MAINTENANCE AND OPERATIONS

Preventive maintenance and operations include slope stabilization, erosion protection, and professional services within the GHAD. Professional services include site-monitoring as specified in the GHAD Plan of Control. Slope stabilization and erosion protection responsibilities include the open-space slopes. GHAD-maintained improvements generally include detention and water-quality improvements, concrete-lined drainage ditches, retaining walls, splash walls, Geobrugg catchment fences, subdrains, storm drain facilities, and vegetation management for fire suppression (Parcel "C" only, which is a GHAD-owned parcel).

SPECIAL PROJECTS

The Special Projects category allows the GHAD to budget for projects beneficial to the GHAD that do not fit into one of the other three categories. Although not proposed in the FY 2026/27 budget, special projects can include items such as geographic information system (GIS) development for GHAD-maintained improvements, website development and maintenance, and reserve studies to reevaluate the financial condition of the GHAD.

MAJOR REPAIR

Included within the major repair category are those repair or improvement projects that are intermittent and, by their nature, do not fit within a scheduled maintenance program. Minor slope repair and erosion control items are generally funded within the Preventive Maintenance and Operations category. For the purposes of this budget, we define major repairs as those estimated at over $250,000.

TABLE 2: Summary of Use of Funds

USE OF FUNDS				
	FY 2025/26 ESTIMATE*	FY 2025/26 BUDGET	FY 2026/27 PROPOSED	PERCENT CHANGE FROM FY 2025/26
MAJOR REPAIRS				
Subtotal	**$0**	**$0**	**$0**	**0.0%**
PREVENTIVE MAINTENANCE AND OPERATIONS – PROFESSIONAL SERVICES				
Open Space Scheduled Monitoring Events	$9,850	$9,850	$10,200	
Heavy Rainfall Monitoring Events	$3,000	$3,000	$3,150	
Subtotal	**$12,850**	**$12,850**	**$13,350**	**3.9%**
PREVENTIVE MAINTENANCE AND OPERATIONS – MAINTENANCE AND OPERATIONS				
Sediment Removal Concrete Structures	$4,063	$3,900	$4,375	
Vegetation Management and Revegetation	$5,850	$5,850	$7,375	
Open Space Maintenance	$0	$0	$14,000	
Subdrain Outlet Maintenance	$0	$2,000	$1,000	
Slope Stabilization and Erosion Repairs	$0	$13,000	$10,000	

USE OF FUNDS				
	FY 2025/26 ESTIMATE*	FY 2025/26 BUDGET	FY 2026/27 PROPOSED	PERCENT CHANGE FROM FY 2025/26
Maintenance Stormwater Improvements	$0	$2,700	$2,700	
Subtotal	**$9,913**	**$27,450**	**$39,450**	**43.7%**
SPECIAL PROJECTS				
Subtotal	**$0**	**$0**	**$0**	**0.0%**
ADMINISTRATION AND ACCOUNTING				
Administration – City of Santa Paula to GHAD	$4,000	$4,000	$4,000	
GHAD Manager	$5,025	$5,025	$5,200	
Subtotal	**$9,025**	**$9,025**	**$9,200**	**1.9%**
PROFESSIONAL SERVICES – NON-TECHNICAL				
GHAD Manager – Contracting and Oversight	$5,450	$5,450	$5,650	
GHAD Manager – Consultation and Meetings	$2,400	$2,400	$2,500	
Treasurer	$630	$630	$630	
Ventura County Assessor's Fees	$300	$300	$300	
California Association of GHADs Membership	$119	$119	$120	
Insurance – General Liability	$500	$500	$500	
Subtotal	**$9,399**	**$9,399**	**$9,700**	**3.2%**

*FY 2025/26 Estimate Includes Actual Expenses through April 30, 2026, and estimates for remaining expenditures through June 30, 2026.

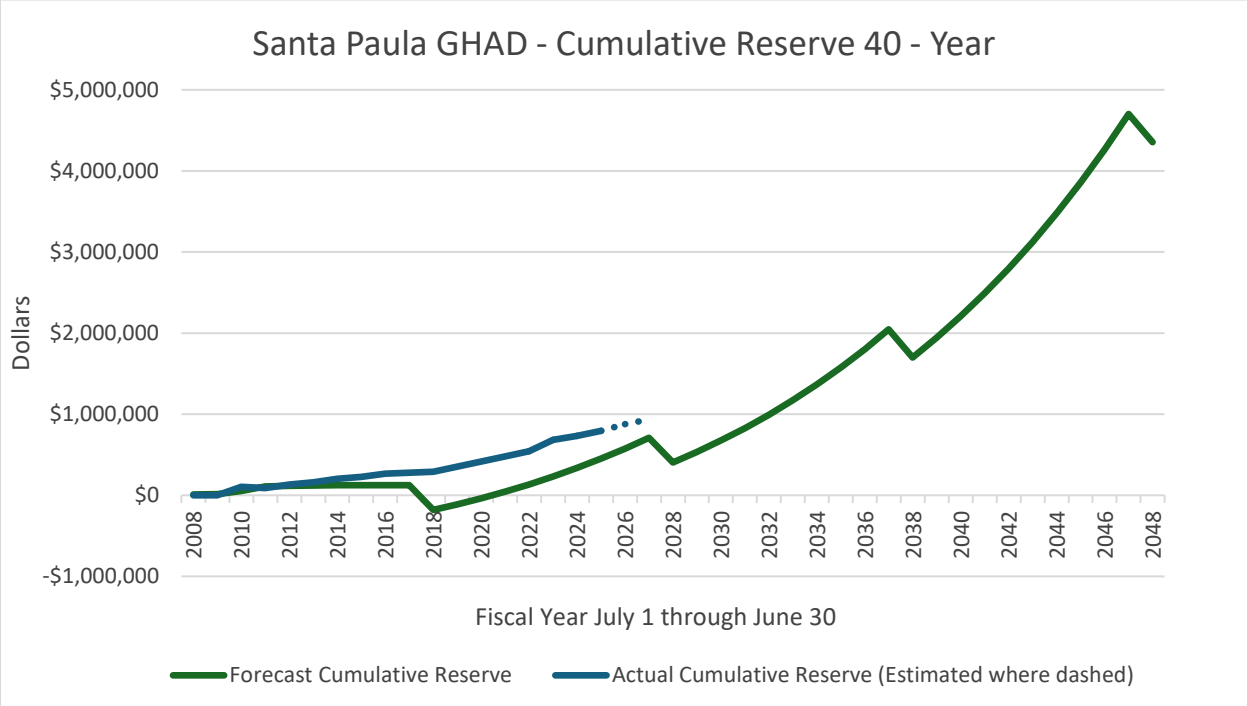
TABLE 3: Summary of Proposed Fiscal Year 2026/27 Budget

BUDGET ITEM	LABEL	BUDGET AMOUNT	PERCENTAGE OF TOTAL REVENUE
MAJOR REPAIRS			
	Subtotal	**$0**	**0%**
PREVENTIVE MAINTENANCE AND OPERATIONS			
Professional Services			
Open Space Scheduled Monitoring Events		$10,200	
Heavy Rainfall Monitoring Events		$3,150	
	Subtotal	**$13,350**	**10%**
Contractor Services			
Sediment Removal – Concrete Structures		$4,375	
Vegetation Management and Revegetation		$7,375	
Open Space Maintenance		$14,000	
Subdrain Outlet Maintenance		$1,000	

BUDGET ITEM	LABEL	BUDGET AMOUNT	PERCENTAGE OF TOTAL REVENUE
Slope Stabilization and Erosion Protection		$10,000	
Stormwater Improvement Maintenance		$2,700	
	Subtotal	**$39,450**	**30%**
SPECIAL PROJECTS			
	Subtotal	**$0**	**0%**
ADMINISTRATION			
Administration – GHAD to City of Santa Paula		$4,000	
GHAD Manager		$5,200	
	Subtotal	**$9,200**	**7%**
ADMINISTRATION PROFESSIONAL SERVICES – NON-TECHNICAL			
GHAD Manager – Contracting and Oversight		$5,650	
GHAD Manager – Consultation and Meetings		$2,500	
Treasurer		$630	
Ventura County Assessor's Fees		$300	
California Association of GHADs Membership		$120	
Insurance – General Liability		$500	
	Subtotal	**$9,700**	**8%**
TOTAL PROPOSED EXPENDITURES		**$71,700**	
ESTIMATED RECEIVABLES			
Fund Balance (July 1, 2025)		$794,523	
FY 2025/26 Estimated Revenue		$123,688	
FY 2025/26 Estimated Expenditures		$41,187	
ESTIMATED FUND BALANCE JUNE 30, 2026	**TOTAL**	**$877,024**	
FY 2026/27 Estimated Revenue		$129,788	
FY 2026/27 Expenses		$71,700	
ESTIMATED RESERVE/FUND BALANCE ON JUNE 30, 2027	**TOTAL**	**$935,112**	

The current Program Budget estimates that at the beginning of the 2026/27 fiscal year, the cumulative reserve will be about $877,024 and $935,112 at the end of FY 2026/27. As shown in the graph below, the cumulative reserve is above the amount estimated in the 2008 Engineer's Report and is estimated to reach approximately $4,350,000 by 2048. The GHAD reserve is intended to fund unanticipated expenses that may occur.

GRAPH 1: Cumulative Reserve



We attribute the additional reserve accumulation to a number of factors including (1) the expenditures for maintenance of the open space surrounding the development have been lower than anticipated in the 2008 Engineer's Report; (2) a large-scale repair has not been necessary within the GHAD-maintained areas; and (3) the budgets submitted and expenditures made by the current GHAD manager reflect the lower level of activity, thus allowing a higher percentage of the GHAD revenues to be applied to the reserve portion of the budget, while maintaining an appropriate monitoring and maintenance program.

ADMINISTRATION AND ACCOUNTING

GHAD Management

Administration

City Services

This budget item accounts for payment of GHAD-authorized fees for City of Santa Paula services. Administrative expenses include the Public Works Department duties related to the operation and administration of the GHAD.

Estimated Budget: $4,000

GHAD Manager

Administrative expenses include the GHAD Manager duties related to the budgeting, operation, and administration of the GHAD. The budget estimate for the accounting and administrative services is derived from the original GHAD budget used to prepare the GHADs Engineer's Report.

Estimated Budget: $5,200

Outside Professional Services – Non-Technical

GHAD Contracting and Oversight Services
This budget item includes contracting for GHAD Manager maintenance, repair, and emergency response that may occur during FY 2026/27.

Estimated Budget: $5,650

Meeting and Consultation
This budget item allows for GHAD Manager meetings and consultation with the City of Santa Paula, the Ridgeview at Vista Glen Homeowners Association, and the GHAD Board of Directors during this period.

Estimated Budget: $2,500

Treasurer
This budget item accounts for fees related to investment of the GHAD reserve funds and processing of accounts payable.

Estimated Budget: $630

Ventura County Assessor's Fees
This budget item accounts for fees from the Ventura County Assessor's Office.

Estimated Budget: $300

California Association of GHADs Membership
The GHAD maintains membership in the California Association of GHADs.

Estimated Budget: $120

Insurance
The GHAD maintains general liability insurance through the California Association of GHADs for GHAD-owned open space areas within the GHAD (Parcel C only).

Estimated Budget: $500

PREVENTIVE MAINTENANCE AND OPERATIONS

Professional Services

Scheduled Monitoring Events
As provided in the Plan of Control, there are two scheduled monitoring events and heavy rainfall monitoring events. In general, these monitoring events will occur in April, after winter rains, and October, before winter rains.

Estimated Budget: $10,200

Heavy Rainfall Monitoring Events
As described in the Plan of Control, heavy rainfall monitoring events are to occur when precipitation totals greater than 2 inches in a 24-hour period. We anticipate two heavy rainfall monitoring events may occur during the 2026/27 fiscal year.

Estimated Budget: $3,150

Maintenance and Operations

Sediment Removal - Concrete Structures

This budget item is to provide for the periodic removal of vegetation, cleaning, sealing, and minor repair of concrete-lined drainage ditches.

Estimated Budget: $4,375

Maintenance – Stormwater Improvements

This budget item is to provide for the maintenance of stormwater improvements within the Ridgeview development including the CDS unit maintenance, as necessary.

Estimated Budget: $2,700

Vegetation Management and Revegetation

This budget item includes firebreak mowing on Parcel "C," vegetation management, and revegetation, which will occur during the 2026/27 fiscal year.

Estimated Budget: $7,375

Open Space Maintenance

This budget item allows for open space on Parcel "C" related to vegetation management around the Geobrugg catchment fences, which will occur during the 2026/27 fiscal year.

Estimated Budget: $14,000

Subdrain Outlets

This budget item provides for subdrain outlets to be located, relocated, and repaired, as necessary.

Estimated Budget: $1,000

Slope Stabilization and Erosion Repairs

This is for unanticipated minor repairs, including slope instability or erosion, which may occur during the 2026/27 fiscal year.

Estimated Budget: $10,000

SPECIAL PROJECTS

There are currently no special projects anticipated in the 2026/27 fiscal year budget within the GHAD-maintained areas of the Santa Paula GHAD.

MAJOR REPAIRS

There are currently no major repair projects anticipated in the 2026/27 fiscal year budget within the GHAD-maintained areas of the Santa Paula GHAD. While no major repairs are ongoing at this time, by their nature, major repairs such as landslides are unpredictable and could occur during the 2026/27 fiscal year. The reserve portion of the budget allows for funding toward these unpredictable events.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: HILLSBOROUGH OPEN SPACE MAINTENANCE DISTRICT ASSESSMENT

Date: June 17, 2026

Agenda Item: 11.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct a public hearing on the proposed assessment for the Hillsborough Open Space Maintenance District.
2. Adopt Resolution No. 7618 placing a $150 per parcel special assessment onto the December 2026 tax roll for the Hillsborough Open Space Maintenance District.

Presented by: Dale Goodman, Director of Public Works

BACKGROUND:

In January 1990, the City Council adopted an ordinance establishing the Hillsborough Open Space Maintenance District (District). The District initially consisted of sixty-nine parcels. An additional two parcels were annexed into the District when the Council approved the Vista Pointe Development. The purpose of the District is to provide for the costs for maintenance of open space parcels, as well as the maintenance and repair of the flood control and drainage facilities located within the District. See Exhibit A for the location of the parcels in the District.

ANALYSIS:

District maintenance activities are summarized below.

1. Landscape and irrigation maintenance.
2. Tree and shrub pruning.
3. The cost for landscape irrigation water service to provide landscape water for the parcels described in Exhibit B and the cost of the electric service required to run the electric controller for the irrigation system.
4. The maintenance, repair and replacement of the storm drain facilities, including but not limited to the detention basin, all structures and pipes including storm drains, open concrete channels, gunite and riprap, swales and masonry walls.
5. Yearly bi-annual inspection of drainage facilities and engineer’s report.

The existing detention basin and associated storm drain outlet adjacent to Loma Vista Place has experienced deterioration in recent years. The effects of significant rain events over the past winter storm seasons have exacerbated the deteriorated outlet structure condition, resulting in damage to the corrugated metal pipe (CMP) outlet riser and associated lateral outlet pipe that will need to be repaired prior to the next storm season. An estimated cost for this repair is included in the Fiscal Impacts section of this Report.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan; however, by adopting this assessment, these funds will be used by the District Engineer to maintain the Maintenance District on behalf of the benefit area residents.

FISCAL IMPACTS:

Fiscal Year 2026/2027 regular/routine expenses are currently estimated at $9,270 with a breakdown in the following summary.

Landscaping	$5,460
Tree Trimming & Maintenance	$3,150
Pest Control	$660
Total	**$9,270**

Additionally, the costs of repairing the detention basin and associated storm drain are included as a separate line item, and should be considered an estimate.

Estimated Ending and Beginning Fund Balances are shown below

Beginning Fund Balance	**June 30, 2025**	**$38,137.83**
FY 2025-2026 Estimated Revenue		$11,680
FY 2025-2026 Estimated Expenditures		($8,860)
FY 2025-2026 Estimated Fund Balance	**June 30, 2026**	**$40,957.83**
Estimated FY 2026-2027 Revenue		$11,680
FY 2026-2027 Estimated Expenditures		($9,270)
FY 2026-2027 Estimated Expenditures (Storm Drain Repair)		($20,000)
FY 2026-2027 Estimated Fund Balance		$23,367.83

OPTIONS:

The Board has the following available alternative option to staff's recommendations:

1. Do not adopt Resolution No. 7618 approving the FY 2026/2027 budget and placing a **$150.00** per parcel special assessment onto the December 2026 tax roll for the Hillsborough Open Space Maintenance District. This would hinder the Maintenance District from providing regular landscaping and drainage maintenance and critical infrastructure repairs.

ATTACHMENTS:

EXHIBIT A - District Map
EXHIBIT B - Notice of Public Hearing
EXHIBIT C - Reso 7618 Hillsborough Maintenance District

EXHIBIT A

Hillsborough Open Space Maintenance District Map

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HILLSBOROUGH OPEN SPACE MAINTENANCE DISTRICT

EXHIBIT "A"

EXHIBIT B

Notice of Public Hearing for Hillsborough Maintenance District

CITY OF SANTA PAULA

NOTICE OF PUBLIC HEARING

TAKE NOTICE that the Santa Paula City Council will hold a public hearing on Wednesday, June 17, 2026 commencing at 6:30 pm, or as soon thereafter as possible, in the Santa Paula Council Chambers, 970 Ventura Street. The public hearing will allow testimony regarding the City's proposed assessments for the Santa Paula Hillsborough Open Space Maintenance District and placing a $150 per parcel assessment onto the December 2026 tax roll for the Hillsborough Open Space Maintenance District.

All interested persons are invited to be present and heard at said meeting. The deadline to submit comments is 3:00 PM (PT) the day of the Council meeting. We will take your comments in the order they were sent.

Information relating to the above matter will be available upon request from the City Clerk's office starting 10 days prior to the hearing.

To be published in the Santa Paula Times Wednesday, June 3, 2026.

EXHIBIT C

Resolution No. 7618

RESOLUTION NO. 7618

A RESOLUTION CONFIRMING A $150 ASSESSMENT ON THE TAX ROLL FOR ALL 71 PARCELS IN THE HILLSBOROUGH OPEN SPACE MAINTENANCE DISTRICT IN ACCORDANCE WITH GOVERNMENT CODE § 54715.

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

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

A. The Hillsborough Open Space Maintenance District ("District") was established pursuant to Santa Paula Ordinance Nos. 925 and 932 in accordance with Government Code §§ 54703, et seq.

B. It is in the public interest for the Board to take actions in accordance with Government Code § 54715, to fully fund the District's maintenance costs and maintenance of the parcels shown on Exhibit "A," which is incorporated by reference.

C. Based upon the City Engineer's recommendations, it appears that a $150 annual assessment on all properties located within the District will over time fully fund the maintenance costs.

D. As no increase in the assessment is proposed, the notice, hearing, and protest procedures in Government Code § 53735 are not required to adopt this Resolution.

SECTION 2: In accordance with the applicable sections of the Benefit Assessment Act of 1982 (Government Code §§ 54703, et seq.), the City Council, in its capacity as the Hillsborough Open Space Maintenance District Board, adopts an annual assessment of $150 on all 71 parcels within the District as listed on attached Exhibit "B," which is incorporated by reference.

SECTION 3: The City Manager, or designee, is directed to take such actions that are needed to place this assessment on the December 2024 property tax rolls including, without limitation, forwarding this Resolution to the Ventura County Assessor's Office.

SECTION 4: This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 17th day of June, 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

EXHIBIT A

HILLSBOROUGH OPEN SPACE DISTRICT MAP



HILLSBOROUGH OPEN SPACE MAINTENANCE DISTRICT

[redacted]

Exhibit "B"

HILLSBOROUGH OPEN SPACE MAINTENANCE DISTRICT

Parcel Number	Amount of Assessment	Parcel Number	Amount of Assessment
1000261015	150.00	1000280185	150.00
1000261025	150.00	1000280195	150.00
1000261035	150.00	1000280205	150.00
1000262015	150.00	1000280215	150.00
1000262025	150.00	1000280225	150.00
1000262035	150.00	1000280245	150.00
1000263015	150.00	1000280255	150.00
1000263025	150.00	1000280265	150.00
1000264015	150.00	1000280275	150.00
1000264025	150.00	1000280285	150.00
1000264035	150.00	1000280295	150.00
1000264045	150.00	1000280305	150.00
1000264055	150.00	1000280315	150.00
1000264065	150.00	1000280325	150.00
1000264085	150.00	1000280335	150.00
1000264095	150.00	1000280345	150.00
1000264105	150.00	1000280355	150.00
1000264145	150.00	1000280365	150.00
1000264155	150.00	1000280375	150.00
1000264165	150.00	1000280395	150.00
1000264175	150.00	1000280405	150.00
1000271015	150.00	1000280415	150.00
1000271025	150.00	1000280425	150.00
1000272025	150.00	1000280435	150.00
1000272035	150.00	1000280445	150.00
1000272045	150.00	1000280455	150.00
1000272055	150.00	1000300015	150.00
1000273015	150.00	1000300045	150.00
1000273025	150.00	1000300085	150.00
1000273035	150.00	1000300095	150.00
1000273045	150.00	1000300105	150.00
1000273055	150.00	1000300115	150.00
1000273065	150.00	1000300125	150.00
1000273075	150.00	1000300155	150.00
1000280145	150.00	1000300205	150.00
1000280175	150.00		

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Bruce Belluschi, Management Analyst

Subject: ATHENS SERVICES REQUEST FOR EXTRAORDINARY ADJUSTMENT TO MAXIMUM SERVICE RATES FOR RESIDENTIAL AND COMMERCIAL COLLECTION SERVICES

Date: June 17, 2026

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve Athens Services's request for an additional three (3) consecutive one-percent (1%), permanent annual rate increases to the maximum rates for residential and commercial solid waste collection services set forth in the current Exclusive Collection Services Agreement.
2. If the rate increase request is approved, approve provisions of the proposed Amendment implementing the rate increase, clarifying the Extraordinary Rate Adjustment process, and requiring Athens to reimburse the City for Proposition 218 costs up to $30,000.
3. Approve a provision of the proposed Amendment regarding City's permissible use of fees set forth in Section 3.05.
4. Authorize the City Manager to execute the proposed Amendment with approved provisions.

Presented by: Bruce Belluschi, Management Analyst

BACKGROUND:

On November 22, 2024, Arakelian Enterprises, Inc. d/b/a Athens Services (Athens) provided a written request to the City to discuss an Extraordinary Adjustment to Maximum Service Rates pursuant to Section 4.08 of its Exclusive Collection Services Agreement (Agreement) with the City dated October 1, 2022 due to unanticipated costs related to solid waste collection from the City. This request did not contain a proposed rate increase.

More specifically, the facility to which Athens delivers collected solid waste, green waste and organic material, the Del Norte Regional Recycling and Transfer Station (Del Norte) located in, and owned and operated by, the City of Oxnard, raised its disposal gate rates (i.e., "tipping fees") significantly on July 1, 2024.

Additionally, on October 7, 2023, this same facility informed Athens it would no longer accept green and organics waste collected from within the greater Santa Paula area due to concerns about such waste being collected from within the California Department of Food and

Agriculture's active quarantine zone and potentially being contaminated by the Huaglongbing (HLB) disease. Due to how Athens collected green waste (mixing green and unbagged organic (including food) waste together), Athens could not deliver all of the collected green waste to Del Norte, and, instead, began delivering the material to a processing facility in Sun Valley, CA, approximately 35 miles farther away. Delivery to Sun Valley continued until May 2025.

After the November 2024 request, and per Staff's request, Athens submitted a specific rate request dated January 16, 2025 with supporting documentation. This original request was for a one-time 8.11% rate increase with a Trash CPI[1] +1 starting in year 2029. City staff met with Athens several times and spent significant time reviewing various aspects of the company's rate increase request within the context of regional solid waste management practices, processing infrastructure and disposal costs. Staff denied the request.

After rejecting the first request, Athens and City staff continued to meet to discuss Athens's costs concerns. Over this same time period, Athens implemented additional cost-savings processes among other beneficial measures, including cultivating more cooperative arrangements with regional processing facilities owned by other waste collection companies. Consequently, Athens sent a revised letter to the City dated June 30, 2025 that reflected net, long-term cost increases significantly lower to City residents and businesses than those originally presented to, and rejected by, City staff.

The June 30, 2025 request presented two options for the City's consideration. Option 1 was a 3.55% increase to the base rate to address disposal fee increases plus a 9.4% one-year increase to address quarantine costs. Option 2 was a 3.55% increase to the base rate to address disposal fee increases plus a two-year increase of 4.7% to address quarantine costs.

At an August 6, 2025 regular meeting, staff presented the June 2025 request to the City Council. After hearing from Athens representatives and much deliberation, the Council formed an Ad Hoc Committee consisting of then-Mayor Chavez and then-Councilmember Crosswhite (Committee) to analyze the request in greater detail and directed that the item be brought back at a future meeting.

Today's Request

Since the August 6, 2025 meeting, the Committee and City staff from different departments met multiple times with and without Athens representatives. During this same time, Athens provided a final revised letter to the City dated December 4, 2025 (Exhibit A) seeking solid waste collection rate increases of one-percent (1%) per year to the base rate for three (3) consecutive years for the duration of the Agreement to offset the costs incurred from both the quarantine and tipping fee increases. Based upon the Committee's deliberations and consensus, the recommendation to Council is to approve Athens's proposed rate increase.

Further, Section 4.08 of the Agreement permits other modifications to the Agreement when a Maximum Service Rate Adjustment is being considered. Accordingly, Athens has agreed to three other changes. First, Athens agreed to continue providing collection services currently provided by Athens at no expense to the City at the City's 903 Corporation Street for the remaining duration of the Agreement. This provision was inadvertently omitted from the Agreement when executed by both parties in 2022. Second, Athens has agreed to

_____

[1]The “Garbage and trash collection” Expenditure category within the Consumer Price Index for All Urban Consumers (CPI-U)

refinements to the procedure for an Extraordinary Maximum Service Rate Adjustment in Section 4.08 of the Agreement. These include typo corrections, and clarifying that an “unusual business risk” extraordinary rate adjustment request, like the one before Council, will be submitted to binding arbitration if an agreement is not reached within 6 months of the request; this mirrors the procedure for other types of extraordinary rate adjustment requests. Lastly, Athens agreed to reimburse the City up to $30,000 for costs incurred in holding a Proposition 218 hearing, tentatively set for August 19, 2026. A copy of the proposed Amendment is attached as Exhibit B.

ANALYSIS:

To recover its combined unanticipated costs from the citrus quarantine and Del Norte gate rate increases, Athens is requesting three (3) consecutive permanent annual increases of one-percent (1%) on solid waste service rates paid by City of Santa Paula residents and businesses. These increases are in addition to the existing Agreement’s annual maximum service rate increases, including a 6.9% annual increases through June 30, 2028, a 4% increase beginning July 1, 2028, and annual consumer price index (CPI) increases starting July 1, 2029. City staff has independently analyzed the impact of Athens’ requested rate increases on its annual revenues and determined the requested rate increases reasonably correlate with the increased annual disposal costs Athens is now incurring at the Del Norte facility.

Section 4.08.2 Requirements & Review Standard

Staff recognizes that the requested rate adjustment may affect customers. However, Athens's request must be evaluated under the standards set forth in Section 4.08.2 of the Agreement, which provides as follows:

4.08.2 In addition to [the] [*sic*] foregoing, Contractor may apply to the City Council for consideration of a special, interim rate review should an event or circumstance occurred or will occur [*sic*] which is not reasonably foreseeable or within the control of Contractor, and is not a usual business risk of Contractor. A final determination concerning an application for special, interim rate review hereunder is subject to the sole discretion of the City, which shall not be exercised in an arbitrary or capricious manner. “Usual business risk” shall include routine changes in the costs of providing services, external economic conditions existing in the normal course of business, and changes in the market for recyclables.

Under this section, Athens must show that an event occurred or will occur that meets these two criteria:

1. The event was not reasonable foreseeable ***or*** within Athens’s control, ***and***
2. The event was “not a ***usual business risk***”.

The Agreement gives three examples of a “usual business risk” that would not support a rate adjustment: “routine changes in the costs of providing services, external economic conditions existing in the normal course of business, and changes in the market for recyclables”.

Accordingly, for each event identified by Athens (i.e., the quarantine and tipping fee increase), the Council must determine whether the event constitutes a "usual business risk" under the Agreement. If the answer is "yes," the event does not satisfy Section 4.08.2 of the Agreement. If the answer is "no," the event satisfies Section 4.08.2 of the Agreement.

When considering the request, the City Council has sole but not absolute discretion to determine if the request satisfies Section 4.08.2. Its discretion, though exclusive and unilateral, must not be "exercised in an arbitrary or capricious manner". Though the term "arbitrary and capricious" is not defined in the Agreement, it generally requires that the Council's decision be supported by the evidence and be consistent with the standards set forth in Section 4.08.2. Therefore, the City Council should consider all relevant evidence and determine whether Athens has shown the events satisfy Section 4.08.2's two criteria.

Usual Business Risk

The Committee and staff assessed the two events Athens contends qualify for a rate increase under Section 4.08.2 of the Agreement: (1) the citrus quarantine declared October 23, 2023 leading to Del Norte operators' decision to no longer accept Athens's green waste for fear of contamination from the HLB disease and (2) increases varying between 27.4% and 68.9% in Del Norte gate rates, effective July 1, 2024. The Committee and staff agree that these events are outside Athens' control, meeting the first requirement of Section 4.08. What remains in question is the second requirement—whether each is a "usual business risk". If an event does not constitute a usual business risk, it satisfies Section 4.08.2 and provides a contractual basis for the requested rate adjustment.

Del Norte Tipping Fee Increases

Staff recommends that the City Council find that the Del Norte tipping fee increases are a not usual business risk for the purposes of Section 4.08.2.

Tipping fees dramatically increased by a significant percentage – as much as 68.9%. Such sudden and substantial increases are not typical for tipping fees. Before the initial increase in 2024, gate fee trends showed minimum to no increases since 2017. (See Exhibit C.)

For this reason, staff recommends that the City Council find that the Del Norte tipping fee increases are not a "usual business risk" within the meaning of Section 4.08.2. Accordingly, the increases satisfy this requirement of the Agreement and provide a contractual basis for the requested rate adjustment.

Citrus Quarantine

Staff recommends that the City Council find that the citrus quarantine is not a usual business risk. On October 3, 2023, the California Department of Food and Agriculture declared the area around Santa Paula an active citrus quarantine zone potentially contaminated by the Huaglongbing (HLB) disease. With Del Norte rejecting green waste deliveries due to the quarantine, the company was forced to transport green waste to a processing facility in Sun Valley, CA, approximately 35 miles farther away than Athens's prior–and preferred–destination in Oxnard from October 23, 2023 through May 2024. According to Athens, this change of material destinations forced the company to incur an additional $490,000 in unplanned disposal and logistical costs during the approximate seven (7) month period. Because quarantines can be rare and the closure of a disposal site due to the risk of contamination

even more unusual, these circumstances are not a usual business risk and justify a rate increase under Section 4.08.2.

Final Recommendation

Following extensive review by the Committee and City staff, staff concludes that Athens has satisfied the requirements of Section 4.08.2 of the Agreement. Staff therefore recommends that the City Council approve Athens's request for three (3) consecutive one-percent (1%) permanent annual increases to the maximum rates for residential and commercial solid waste collection services and authorize execution of the proposed Amendment to the Agreement. This approach is also supported by the Council ad-hoc Committee.

Additional Amendment to the Agreement

In addition to the requested rate adjustment, staff recommends a modification to the Agreement's fee provisions in Section 3.05, as set forth in the proposed Amendment.

Section 3.05.13 of the Agreement provides that the "City may adjust any fee in Section 3.05 with written notice to [Athens]." Because the City Council is already considering an amendment to the Agreement related to Athens's rate adjustment request, staff is presenting the proposed modification at the same time rather than returning with a separate amendment at a future meeting.

The proposed modification requires the City to use the fees in accordance with applicable law:

> 3.05.15 City Use of Fee Payments. The City shall use fees remitted to City pursuant to Section 3.05.2 (Solid Waste Management Fee), Section 3.05.3 (Household Hazardous Fee), Section 3.05.4 (Stormwater Quality Fee), and Section 3.05.5 (Franchise Fee) in accordance with applicable law.

This provision gives the City flexibility to adjust to changes in the law affecting solid waste services.

STRATEGIC PLAN:

This agenda item supports Strategic Plan ***Goal C. - Maintaining City infrastructure to be safe and sustainable by ensuring comprehensive solid waste collection and recycling services.***

FISCAL IMPACTS:

Denying the request will have no fiscal impact on the City. If approved, the rate adjustment will result in increased revenue to Athens, which will in turn generate an increase in fee payments to the City under the Agreement. The proposed amendment to Section 3.05 affects the Agreement's treatment of those payments under applicable law. Because the fiscal effect of the amendment, if any, will depend on future circumstances and legal requirements, it cannot be quantified at this time.

This action is also subject to the provisions of Proposition 218, for which all related process costs will be borne by Athens.

OPTIONS:

As an alternative to staff's recommendation, the City Council may:

1. Deny the request; or
2. Deny the request and direct staff and the Ad Hoc Committee to continue negotiating with Athens; and/or
3. Approve the proposed amendment to Section 3.05 and authorize the City Manager to execute an amendment reflecting those changes.

ATTACHMENTS:

EXHIBIT A - Athens Services's Rate Increase Request Letter dated December 4, 2025.pdf
EXHIBIT B - Agreement Amendment.pdf
Exhibit C - Del Norte Historical Gate Fee Rates.pdf

EXHIBIT A

Athens Services's Rate Increase Request Letter dated December 4, 2025

December 4, 2025

Dan Singer
City Manager
City of Santa Paula
VIA EMAIL

RE: Extraordinary Adjustment to Maximum Service Rates

Dear Dan:

Thank you and the ad-hoc committee for meeting with us on October 6, 2025 to discuss our request for an extraordinary rate adjustment. After several meetings with city staff on April 2, 2025, May 8, 2025, June 19, 2025, and August 21, 2025, as well as the City Council meeting on August 6, 2025, we have modified our request for an extraordinary rate adjustment and would like to submit the following for your consideration:

- Citrus Quarantine + Disposal Increase – 1% increase to the base rate for three years

We believe this option will cover the unexpected, unprecedented, and unforeseen cost impacts to Athens related to the citrus quarantine and the significant increase in disposal fees, while minimizing increases to rates.

We have taken great strides to mitigate any rate impacts by finding other local disposal options for the city's organics waste, adjusting routes for better efficiency, and significantly reducing our request based on feedback from the ad-hoc committee.

At our last meeting on October 6th, the ad-hoc committee offered Athens a 1% increase for two years as a counter to our request for a 2% increase for two years. Athens said we would have to consider that proposal and would be in touch soon. After that meeting, we were informed that the ad-hoc committee was no longer considering the presented counteroffer and was, instead, recommending that no increase be granted at all. After months of negotiating in good faith, showing the real cost impacts with in-depth supporting documentation, and analyzing the contract language related to our request, we do not believe this is a fair recommendation.

Furthermore, the city has expressed an interest in ensuring all solid waste services provided at no expense at 903 Corporation Street are memorialized in any potential amendment to the existing agreement. Athens is prepared to address this issue with the city. Additionally, the city has asked to consider a shared use with our front office person in the Santa Paula Public Works building to help assist customers who come in for city business. Athens is willing to discuss this as well.

Pursuant to Section 4.08 of the Solid Waste Exclusive Franchise Agreement, Athens Services is requesting an extraordinary rate adjustment in direct response to two extraordinary circumstances that have had a significant and unforeseeable impact on our operational costs:

1) The citrus quarantine declared by the California Department of Food and Agriculture on October 3, 2023 and
2) The increase in gate rates at Del Norte Recycling Center effective July 1, 2024

Citrus Quarantine in Ventura County

Beginning in October 2023, the California Department of Food and Agriculture (CDFA) declared a citrus quarantine zone in Ventura County, including the City of Santa Paula. The City of Oxnard's Del Norte Facility, which has served the City for years, was not on the approved list of handlers for quarantined material. In response, Athens had to take the City's organic waste to Athens' Crown Facility in Sun Valley until another local option became available, resulting in higher labor, fuel, maintenance, and disposal costs. The total impact of these unexpected operational changes was $489,915 from October, 2023 through May, 2025.

In our years of service in Santa Paula, City waste has never been subject to a citrus quarantine. The quarantine, arising from a state action based on events that Athens does not control, and the lack of readily available local options at the time of quarantine (which Athens also does not control), created immediate and substantial operational disruptions, requiring Athens to reroute service and incur significant additional costs. Athens took steps to mitigate costs but costs were unavoidable. The quarantine is wholly distinct from a "routine" change in service cost, does not arise from external economic conditions, and is entirely unrelated to the market for recyclables. The quarantine is an act of god—unforeseeable and outside the scope of "usual business risk" as the Agreement defines it.

Unprecedented Tipping Fee Increases at Del Norte

Beginning on July 1, 2024, the Del Norte Facility increased their tipping fees significantly. For example, the tipping fee for recyclables was $0 in the prior eight years Del Norte supported the city. The new recyclables tipping fee as of July 1, 2024 was $44.26 per ton (plus $4.00 out of city fee), with additional rate increases year-on-year. In addition, the green waste tipping fee was previously $62.81 per ton but increased to $105.53 per ton as of July 1, 2024. While intermittent tipping fee increases are not uncommon, the size of these increases is unprecedented, and have cost Athens an additional $198,253 in annual disposal costs.

The tipping fees at the Del Norte facility have remained static for nearly a decade. The recent increases—$40+/ton or a 4,400%—are the largest in Athens' history of servicing Santa Paula, far surpassing any prior tipping fee increase. This is plainly not foreseeable, routine, or within the normal course of business. The increases, like those relating to the quarantine, are also entirely disconnected from changes in the market for recyclables. (As noted during the August 6th Council session, the market for recyclables, or sales of recyclable materials, has no bearing on how a given disposal facility calculates tipping fees. In addition, Del Norte has not attributed its fee increases to changes in the recyclables market.) The tipping fee increases at Del Norte are outside the scope of "usual business risk."

Section 4.08.2 defines "usual business risk" to "include routine changes in the costs of providing services, external economic conditions existing in the normal course of business, and changes in the market for recyclables." The city treats the three categories in Section 4.08.2 as illustrative examples and argues other cost factors (like disposal fee changes) also count as "usual." Athens interprets Section 4.08.2's list of usual risks as exhaustive. If a risk isn't specifically listed, then it is not a "usual business risk." The contract does not use open-ended language ("including but not limited to") here, unlike elsewhere in the Agreement. Thus, an unlisted event (such as a disposal fee increase) should be considered unusual unless it clearly falls into one of the three stated categories.

It is our understanding that the city is taking the position that the magnitude of the disposal increase, while large, was not outside historical norms since Del Norte's rates increased 40.5% once in 2012. However, the fact that there was a single spike of 40.5% over a decade ago actually demonstrates Athens' point—that increases are rare, especially large increases. And even if a significant increase was foreseeable (which it was not), the 4,400% incurred is 100 times higher than the 2012 increase. If Athens assumed the risk of unprecedented increases in disposal costs, which it did not, it certainly did not assume the risk of a 4,400% increase such as the one that took place at Del Norte.

Finally, Section 4.08.2 states the city's discretion in granting or denying a special, interim rate adjustment "shall" not be exercised in an arbitrary or capricious manner. To find that the circumstances Athens faces are merely a "usual business risk" would constitute a clear abuse of discretion. Both events, by every reasonable interpretation of the Agreement, are extraordinary and unforeseeable. This would be true even in the absence of a specific definition of usual business risk: events that are unprecedented in Santa Paula cannot be "usual." Denying Athens' request now, would require the City to take the position that the events are routine, which is not the case. The city would effectively dismiss the Agreement's plain language and intent, which is wholly inappropriate.

Material Type	Current Fee Per Ton	New Fee Per Ton (July 1, 2024)	New Fee Per Ton (July 1, 2025)
Solid Waste	$55.59	$93.88	$103.27
Comingled Recycling	$0.00	$44.26	$48.68
Green Waste	$62.81	$105.53	$116.08
Organics (Food Waste)	$135.00	$171.95	$189.14
Construction & Demolition Materials	$66.92	$130.98	$131.78

***Host Fee for Disposal Materials Outside of Oxnard: Tonnage fee plus $4 Per Ton**

We appreciate our partnership with the city, the work you have done in consideration of our request and look forward to discussing it in further detail with the ad-hoc committee.

Sincerely,

Rondi Guthrie

Rondi Guthrie
Vice President of Government Affairs

EXHIBIT B

Agreement
Amendment

FIRST AMENDMENT
TO EXCLUSIVE COLLECTION SERVICES AGREEMENT

This First Amendment ("Amendment") is dated this _____ day of,____2026, by and between the City of Santa Paula, a municipal corporation ("City"), and Arakelian Enterprises, Inc. DBA Athens Services ("Contractor"). City and Contractor may hereinafter be individually referred to as "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, City and Contractor are parties to that certain Exclusive Collection Services Agreement dated October 1, 2022 ("Agreement");

B. WHEREAS, on October 3, 2023, the California Department of Food and Agriculture declared a citrus quarantine surrounding the City due to the detection of the citrus disease Huaglongbing (HLB), and as a result, the City of Oxnard's Del Norte Recycling Center, notified Contractor that the facility would immediately refuse to accept any green and organic waste from the City;

C. WHEREAS, effective July 1, 2024, the Del Norte Recycling Center implemented significant increases in gate rates for recycling services, for example, increasing the rate for recycling from $0 to $48.26, with other local facilities increasing or setting rates at levels greater than the Del Norte Recycling Center;

D. WHEREAS, Contractor has undertaken effort to minimize the cost impacts caused by the foregoing by implementing route changes and securing the lowest possible rates at local facilities, but the significant cost increases relating to the citrus quarantine and gate rate increases at the Del Norte Recycling Center are unavoidable;

E. WHEREAS, Section 4.08.2 of the Agreement permits Contractor to apply to the City Council for consideration of a special, interim rate review should "an event or circumstance occur[red] or will occur which is not reasonably foreseeable or within the control of Contractor, and is not a 'usual business risk' of Contractor";

F. WHEREAS, the Parties have engaged in months of extensive good-faith negotiations to agree on the amount of a Maximum Service Rate adjustment pursuant to Section 4.08.2;

G. WHEREAS, the City Council finds that the significant cost increases relating to the citrus quarantine and gate rate increases at the Del Norte Recycling Center are not a usual business risk of Contractor and the City Council has determined that it is in the best interest of the City for Contractor to implement the changes pertaining to the provision of services specified in this Amendment; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

TERMS

1. **Supplemental Adjustment**. A new section 4.05.1.2 entitled "Supplemental Adjustment " is hereby added to the Agreement as follows:

> 4.05.1.2 Supplemental Adjustment. In addition to the Annual Rate Adjustment, as further adjusted by Section 4.05.1, rates for the Maximum Service Rates set forth in Exhibit 1 shall be subject to a multi-year supplemental adjustment as follows:

	Quarantine Adjustment & Gate Rate Adjustment
Effective October 1, 2026	1%
Effective October 1, 2027	1%
Effective July 1, 2028	1%

2. **Contractor's Payments to City.** Section 3.05.2 entitled "Solid Waste Management Fee", Section 3.05.3 entitled "Household Hazardous Fee", Section 3.05.4 entitled "Stormwater Quality Fee", and Section 3.05.5 entitled "Franchise Fee" of Section 3.05 entitled "Contractor's Payments to City" of the Agreement are hereby deleted in their entirety and replaced with the following:

> 3.05.2 Fees. The City shall use payments received from Contractor in accordance with applicable law.
>
> 3.05.3 Intentionally Omitted.
>
> 3.05.4 Intentionally Omitted.
>
> 3.05.5 Intentionally Omitted

3. **Extraordinary Adjustment to Maximum Rates.** Section 4.08 to the Agreement, entitled "Extraordinary Adjustment to Maximum Service Rates" is hereby amended to read as follows:

> 4.08 Extraordinary Adjustment to Maximum Service Rates.
>
> 4.08.1 Contractor may apply to the City Council for consideration of a special, interim rate review should an event or circumstance arise which results in an increase in the cost of operations by Contractor. An application for special, interim rate cannot be unreasonably denied upon Contractor's demonstration of any of the following:
>
> 4.08.1.1 City-directed change as specified in Section 27.01;

or within the control of Contractor, and is not a usual business risk of Contractor. A final determination concerning an application for special, interim rate review hereunder is subject to the sole discretion of the City, which shall not be exercised in an arbitrary or capricious manner. "Usual business risk" shall include routine changes in the costs of providing services, external economic conditions existing in the normal course of business, and changes in the market for recyclables. Should agreement between City and Contractor on the rate adjustment not be reached within six months of the change request, or other period as agreed upon by both parties, City and Contractor agree to submit the rate adjustment to binding arbitration as described in Section 27.03.

4.08.3 The Parties may negotiate and agree on the amount of any Maximum Service Rate adjustment permitted under this Agreement without a detailed rate review. Contractor shall bear the burden of justifying to City any adjustment permitted pursuant to Section 4.08.2 or 27.02 and shall bear its own costs of preparing its request for an adjustment and supporting documentation. City may request from Contractor such further information as it reasonably deems necessary to fully evaluate Contractor's request and make its determination whether Contractor has satisfied its burden, which determination shall not be unreasonably withheld. City shall notify Contractor of its determination within ninety (90) calendar days of receipt of the written request and all other additional information reasonably requested by City. Any such change will be implemented on the following July 1st, or within any other time frame agreed upon between City and Contractor. The adjustment in Maximum Service Rates shall be approved by the City Council and memorialized in a written amendment to this Agreement. As an alternative or in addition to any Maximum Service Rate adjustment, City and Contractor may also agree to other modifications to this Agreement.

4. **Maximum Service Rates**. Exhibit 1 of the Agreement is hereby deleted in its entirety and replaced with Attachment 1 of this Amendment, which is hereby incorporated by reference.

5. **Additional City Collection Services**. Exhibit 10 of the Agreement is hereby deleted in its entirety and replaced with Attachment 2 of this Amendment, which is hereby incorporated by reference.

6. **Amendment Effective Date**. This Amendment is hereby deemed effective when all of the following have occurred: (i) signing and delivery of this Amendment on behalf of the individual(s) authorized to bind Contractor hereto; (ii) approval of the Amendment by the City Council; (iii) this Amendment has been signed and delivered on behalf of the City by the individual(s) authorized to enter this Amendment on the City's behalf; (iv) the culmination of any

5. **Additional City Collection Services**. Exhibit 10 of the Agreement is hereby deleted in its entirety and replaced with Attachment 2 of this Amendment, which is hereby incorporated by reference.

6. **Amendment Effective Date**. This Amendment is hereby deemed effective when all of the following have occurred: (i) signing and delivery of this Amendment on behalf of the individual(s) authorized to bind Contractor hereto; (ii) approval of the Amendment by the City Council; (iii) this Amendment has been signed and delivered on behalf of the City by the individual(s) authorized to enter this Amendment on the City's behalf; (iv) the culmination of any proceedings relating to Proposition 218 (including, but not limited to notice, public hearing, and resolution of any protests), resulting in the approval by City Council of the Maximum Service Rates specified in Attachment 1 of this Amendment; and (v) the City Attorney has delivered in writing its approval of this Amendment as to form. For avoidance of doubt, no rates shall be implemented or billed until this Amendment is effective.

7. **Proposition 218 Costs.** Contractor shall be solely responsible for and shall pay or reimburse the City for all costs, fees, and expenses incurred by the City in connection with any Proposition 218 proceedings related to the rate adjustments set forth in this Amendment, including but not limited to printing, mailing and publication costs, legal fees, consultant fees, administrative costs, notice preparation and distribution, public hearing expenses, and any other related expenditures not to exceed $30,000. Such reimbursement shall be made within thirty (30) days of the City's written demand accompanied by reasonable documentation of such costs.

8. **Due Execution**. The person(s) executing this Amendment on behalf of a Party hereto warrant(s) that (i) such Party is duly organized and existing; (ii) such person(s) are duly authorized to execute and deliver this Amendment on behalf of said Party; (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment; and (iv) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

9. **Entire Amendment**. This Amendment, together with the Agreement, contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment.

10. **Full Force and Effect**. Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

11. **Counterparts**. This Amendment may be executed in counterparts, each of which shall be considered an original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth below.

CITY OF SANTA PAULA	ARAKELIAN ENTERPRISES, INC., a California corporation
INSERT Mayor	Ron Arakelian III Executive Officer
Date	Date

ATTEST:

INSERT
City Clerk

Date

APPROVED AS TO FORM:

INSERT
City Attorney

Date

[Amendment Attachment 1]

Exhibit 1

Maximum Service Rates

City of Santa Paula Solid Waste Collection Rates - Effective October 1, 2026
Residential Single Family Services: Cart, Bin & Temporary
Refuse, Recyclable & Organic Services Mandatory All Accounts
With Enhancements

Residential Cart Services	
Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	**Monthly Rate**
32 gallon solid waste cart (weekly collection)	$ 35.01
64 gallon solid waste cart (weekly collection)	$ 38.83
96 gallon solid waste cart (weekly collection)	$ 43.89
Each additional 32, 64 or 96 gallon solid waste cart	$ 10.20
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 8.41
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 9.02
Senior and low income discount	10%
Active Military Discount	10%

Additional Cart Services	
Service Description	**Rate**
Backyard cart service for eligible customers (Seniors, disabled, etc.)	No Charge
Backyard cart service for ineligible customers (each cart)	$ 40.17

Residential Bin Services						
	Monthly Rate					
Permanent	**Number Of Collections Per Week**					
Service Description	**1**	**2**	**3**	**4**	**5**	**6**
1 cubic yard solid waste bin*	$ 172.41	$ 280.60	$ 407.98	$ 559.98	$ 771.47	$ 835.86
2 cubic yard solid waste bin*	$ 281.91	$ 501.17	$ 716.33	$ 1,000.14	$ 1,250.17	$ 1,434.83
3 cubic yard solid waste bin*	$ 321.13	$ 560.97	$ 862.55	$ 1,124.84	$ 1,423.06	$ 1,721.31
4 cubic yard solid waste bin*	$ 494.07	$ 880.29	$ 1,255.09	$ 1,725.52	$ 2,156.89	$ 2,504.51
*** Any SFD solid waste bin service shall include recyclables and organic waste services. The total of recyclables plus organics must be at least 50% of the volume of the solid waste container size. Additional recycling and organics containers will be at the rates on the commercial rate sheet.**						

Additional SFD Collection Services	
Service Description	**Rate**
E-Waste and white goods collection	$ 75.04
Holiday (Christmas) tree collection outside green waste container (free if inside container)	$ 42.02
Household battery collection	$ 75.04
Sharps waste collection	$ 42.02

Temporary Bin Services Description	
Service Description	**Rate**
Additional bin collection (per collection):	
1.5 cubic yard solid waste bin	$ 66.05
2 cubic yard solid waste bin	$ 72.02
3 cubic yard solid waste bin	$ 78.04
4 cubic yard solid waste bin	$ 84.04

City of Santa Paula Solid Waste Collection Rates - Effective October 1, 2026
Residential Multi-Family Services Cart, Bin & Temporary
Refuse, Recyclable & Organic Services Mandatory All Accounts
With Enhancements

Multi-Family Cart Services	
Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	**Monthly Rate**
32 gallon solid waste cart (weekly collection)	$ 76.38
64 gallon solid waste cart (weekly collection)	$ 80.73
96 gallon solid waste cart (weekly collection)	$ 85.09
Each additional 32, 64 or 96 gallon solid waste cart	$ 80.08
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 18.77
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 31.31
Senior and low income discount	10%
Active Military Discount	10%

Multi-Family Bin Services

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	**1**	**2**	**3**	**4**	**5**	**6**
1 cubic yard solid waste bundle*	$ 189.43	$ 309.88	$ 451.53	$ 617.68	$ 843.45	$ 922.13
2 cubic yard solid waste bundle*	$ 332.96	$ 590.01	$ 849.25	$ 1,176.70	$ 1,470.72	$ 1,699.35
3 cubic yard solid waste bundle*	$ 368.38	$ 643.12	$ 985.46	$ 1,288.12	$ 1,626.97	$ 1,965.86
4 cubic yard solid waste bundle*	$ 590.36	$ 1,048.27	$ 1,506.67	$ 2,059.95	$ 2,574.75	$ 3,005.79
1 cubic yard recyclables extra bin	$ 65.36	$ 114.40	$ 171.58	$ 228.22	$ 285.26	$ 342.32
2 cubic yard recyclables extra bin	$ 73.53	$ 128.69	$ 193.04	$ 256.73	$ 320.93	$ 385.11
3 cubic yard recyclables extra bin	$ 81.73	$ 142.98	$ 214.47	$ 285.26	$ 356.58	$ 427.91
4 cubic yard recyclables extra bin	$ 126.66	$ 221.65	$ 332.45	$ 442.16	$ 552.71	$ 663.24
1 cubic yard organics extra bin	$ 108.95	$ 190.67	$ 285.99	$ 380.37	$ 475.46	$ 570.56
2 cubic yard organics extra bin	$ 122.55	$ 214.49	$ 321.75	$ 427.93	$ 534.90	$ 641.88
3 cubic yard organics extra bin	$ 136.19	$ 238.34	$ 357.47	$ 475.46	$ 594.32	$ 713.21
4 cubic yard organics extra bin	$ 211.11	$ 369.42	$ 554.11	$ 736.99	$ 921.23	$ 1,105.47

*** Costs are based on the refuse container size. All refuse rates include an equivalent volume of recyclable materials and the equivalent of one 32-gallon organic waste cart per 2 cubic yards of refuse plus recyclable materials.**

Additional MFD Collection Services

Service Description	**Rate**
E-Waste and white goods collection	$ 75.04
Holiday (Christmas) tree collection outside of green waste bin	$ 42.02
Household battery collection	$ 75.04
Sharps waste collection	$ 42.02

Temporary Bin Services Description

Service Description	**Rate**
Additional bin collection (per collection):	
1 cubic yard solid waste, recyclables, or organics bin	$ 66.05
2 cubic yard solid waste, recyclables, or organics bin	$ 72.02
3 cubic yard solid waste, recyclables, or organics bin	$ 78.04
4 cubic yard solid waste, recyclables, or organics bin	$ 84.04

City of Santa Paula Solid Waste Collection Rates - Effective October 1, 2026
Commercial Services: Cart, Bin, Temporary & Roll-Off
Refuse, Recyclable & Organic Services Mandatory All Accounts
With Enhancements

Commercial Cart Services	
Service Description: Costs are based on the refuse container size. Service includes a refuse container + 96 Gallon Recycling Cart + 96 gallon Green Waste/Organics Container. All three service types are mandatory.	**Monthly Rate**
32 gallon solid waste cart (weekly collection)	$ 72.17
64 gallon solid waste cart (weekly collection)	$ 76.33
96 gallon solid waste cart (weekly collection)	$ 80.46
Each additional 32, 64 or 96 gallon solid waste cart	$ 76.33
Each additional 96 gallon recyclable cart (32 or 64 gallon upon request)	$ 17.90
Each additional 96 gallon organics cart (32 or 64 gallon upon request)	$ 29.86

Commercial Bin Services

	Monthly Rate					
	Number Of Collections Per Week					
Service Description	**1**	**2**	**3**	**4**	**5**	**6**
1 cubic yard solid waste bundle*	$ 179.91	$ 294.71	$ 429.72	$ 588.07	$ 803.25	$ 878.24
2 cubic yard solid waste bundle*	$ 316.71	$ 561.71	$ 808.76	$ 1,120.85	$ 1,401.09	$ 1,618.97
3 cubic yard solid waste bundle*	$ 350.46	$ 612.32	$ 938.61	$ 1,227.04	$ 1,549.99	$ 1,872.98
4 cubic yard solid waste bundle*	$ 562.02	$ 998.45	$ 1,435.34	$ 1,962.67	$ 2,453.31	$ 2,864.12
1 cubic yard recyclables extra bin	$ 62.30	$ 109.02	$ 163.53	$ 217.50	$ 271.88	$ 326.26
2 cubic yard recyclables extra bin	$ 70.08	$ 122.65	$ 183.99	$ 244.68	$ 305.86	$ 367.04
3 cubic yard recyclables extra bin	$ 77.89	$ 136.28	$ 204.42	$ 271.88	$ 339.85	$ 407.83
4 cubic yard recyclables extra bin	$ 120.72	$ 211.25	$ 316.85	$ 421.41	$ 526.77	$ 632.11
1 cubic yard organics extra bin	$ 103.83	$ 181.73	$ 272.56	$ 362.53	$ 453.16	$ 543.79
2 cubic yard organics extra bin	$ 116.81	$ 204.43	$ 306.64	$ 407.86	$ 509.81	$ 611.76
3 cubic yard organics extra bin	$ 129.79	$ 227.16	$ 340.71	$ 453.16	$ 566.45	$ 679.74
4 cubic yard organics extra bin	$ 201.20	$ 352.08	$ 528.11	$ 702.41	$ 878.00	$ 1,053.60

*** Costs are based on the refuse container size. All refuse rates include an equivalent volume of recyclable materials and the equivalent of one 32-gallon organic waste cart per 2 cubic yards of refuse plus recyclable materials.**

Temporary Bin Services Description

Service Description	**Rate**
Temporary bin delivery and first collection	$ 223.12
Additional bin collection or dead-run:	
1 cubic yard solid waste, recyclables, or organics bin	$ 62.95
2 cubic yard solid waste, recyclables, or organics bin	$ 68.67
3 cubic yard solid waste, recyclables, or organics bin	$ 74.39
4 cubic yard solid waste, recyclables, or organics bin	$ 80.09
Temporary bin demurrage (per day - no dump in 7 days)	$ 10.32

Roll-Off Services

Service Description	**Rate**
Non-compacted collection	$ 342.45
Compacted collection	$ 450.69
Roll-Off Disposal per Ton - Trash	$ 143.02
Roll-Off Disposal per Ton - Recycling	$ 108.71
Roll-Off Disposal per Ton - Organics	$ 170.48

City of Santa Paula Solid Waste Collection Rates - Effective October 1, 2026
Commercial Services: Cart, Bin, Temporary & Roll-Off
Refuse, Recyclable & Organic Services Mandatory All Accounts
With Enhancements

Additional Roll-Off Services		
Service Description	**Rate**	
Roll-off box rental (10, 20, 30 or 40 cubic yard)	$	223.12
Roll-off roll-top rental	$	74.39
Roll-off compactor monthly lease	$	858.14
Roll-off and compactor per day rental after 7 days without a pull	$	20.04
Roll-off same-day priority service	$	97.27
Roll-off go-back/dry-run/redelivery/return trip/relocation fee	$	223.12
Roll-off plastic liner	$	56.08
Roll-off "rocket-launcher" service per hour (one hour minimum)	$	223.12
Roll-off and compactor overweight penalty (per ton over 10 tons - plus disposal)	$	143.02
Roll-off and compactor repair (per hour, excluding parts)	$	114.44
Roll-off steam clean compactor:		
1x per year (each compactor)	$	383.33
2x or more per year (each compactor)	$	360.42
Roll-off and compactor load characterization - customer requested	$	686.52
Roll-off box impound fee for non-permitted haulers	$	1,115.57

City of Santa Paula Solid Waste Collection Rates - Effective October 1, 2026
Additional Service Charges All Sectors
With Enhancements

Fee Type	Description	Commercial/Multi-family/Roll-Off	Residential Rate
Account Cancellation Fee	Cancelling account for non-payment.	$ 46.82	$ 46.82
Account Reactivation Fee	Restart service after inactivation.	$ 46.82	$ 46.82
Container Redelivery Fee	Redelivering and setting up a container previously reposessed due to non-payment.	$ 102.04	$ 34.82
Late Payment	Applies to unpaid balances at thirty (30) days past due; payment is due upon request. **Minimum $5.00.**	$ 0.05	$ 0.05
Declined Payment/Returned Check Charge (Any Reason)	Payment does not clear.	$ 46.82	$ 46.82
Exchange Fee	Exchange or replacement of container more than once per year; does not apply to replacements caused by damage.	$ 102.04	$ 34.82
Exchange for Bins with Metal Lids	Exchange for bins with metal lids - per bin, per exchange.	$ 300.12	Not Applicable
Relocation Fee	Movement of container upon customer request to different collection location	$ 102.04	Not Applicable
Cleaning Fee	Clean, deodorize, or remove graffiti more than once per year.	$ 102.04	$ 34.82
Damage Fee	Replace customer damaged containers (includes lost carts)	$ 1,800.76	$ 150.06
Overflow Fee	If materials project above the lid/rim of cart/container in a manner that impedes the closure of a lid (lid does not close completely) and/or when materials are placed outside the container or cart and/or allowed to accumulate making access to the container or cart unsafe for collection; Photo documentation shall be provided to City and a fee shall only be assessed for each overflow incident following written notice to customer after the customer's first overflow event. City may review this fee annually.	$ 72.03	$ 36.04
Overweight Fee	Materials overweight or materials that cannot be collected with typical truck equipment; fee shall only be assessed for each incident following written notice to customer after the customer's first overweight event.	$ 72.03	$ 36.04

City of Santa Paula Solid Waste Collection Rates - Effective October 1, 2026
Additional Service Charges All Sectors
With Enhancements

Fee Type	Description	Commercial/Multi-family/Roll-Off	Residential Rate
Contamination Fee	Container or cart shall be considered contaminated if it contains (i) discarded materials placed in any Container intended for Recyclable Materials that are not identified as acceptable Recyclable Materials for such Container; (ii) discarded materials placed in any Container intended for Green Waste or Organic Waste that are not identified as acceptable Green Waste or Organic Waste for such Container; (iii) discarded materials placed in any Container intended for Garbage that are acceptable Recyclable Materials and/or Organic Waste; and (iv) any other items or substances that are not Refuse, Recyclable Materials, or Organic Waste placed in any Container.	$ 300.12	$ 72.02
Demurrage Fee	Cost of keeping roll-off or temporary bin containers after 7 days.	$ 10.81	$ 10.81
Lock Installation Fee	Installation of customer-requested lock(s) within five (5) business days of a customer request for a container lid lock for one or more detachable containers; the locking mechanism may be a gravity lock or lock bar mechanism.	$ 114.06	Not Applicable
Lock Service Fee	Servicing of locked bins, per lock, per month.	$ 26.76	Not Applicable
Replace Lock or Key	Replace lost or stolen bin lock or key. Per occurrence.	$ 46.82	Not Applicable
Push-Out Fee: 0-25 Feet (Per Container, Per Frequency)	Moving bins manually, mechanically or by a specialized "scout" truck, from their storage location to the collection location, and returning them to their storage location.	$ 14.09	Not Applicable
Push-Out Fee: 26 - 50 Feet (Per Container, Per Frequency)	Moving bins manually, mechanically or by a specialized "scout" truck, from their storage location to the collection location, and returning them to their storage location.	$ 28.23	Not Applicable
Push-Out Fee: 51 - 75 Feet (Per Container, Per Frequency)	Moving bins manually, mechanically or by a specialized "scout" truck, from their storage location to the collection location, and returning them to their storage location.	$ 42.32	Not Applicable
Push-Out Fee: 75 - 100 Feet (Per Container, Per Frequency)	Moving bins manually, mechanically or by a specialized "scout" truck, from their storage location to the collection location, and returning them to their storage location.	$ 56.44	Not Applicable
Push-Out Fee: 100+ Feet (Per Container, Per Frequency)	Moving bins manually, mechanically or by a specialized "scout" truck, from their storage location to the collection location, and returning them to their storage location.	$ 70.55	Not Applicable

City of Santa Paula Solid Waste Collection Rates - Effective October 1, 2026
Additional Service Charges All Sectors
With Enhancements

Fee Type	Description	Commercial/Multi-family/Roll-Off	Residential Rate
Bulky Item Collection - First Two Items per Year	Collection of the first two bulky items per year. If bulky items are not set-out on the agreed-upon date and time, then dead-run charges will apply.	$ 60.02	No Charge
Bulky Item Collection - Each Additional Item after First Two Items per Year	Collection of additional bulky items after the first two per year. If bulky items are not set-out on the agreed-upon date and time, then dead-run charges will apply.	$ 30.02	$ 21.00
Enclosure Fee	Services to address impeded collection of bin(s), including but not limited entering secured building by unlocking and locking gates; accessing bin(s) for collection via intercom or security office; etc.	$ 30.02	Not Applicable
Extra Collection Fees	Returning to collection location when bins are not available during scheduled collection date or number of times needed to collect waste exceeds the agreed-upon number of collections per week.	$ 72.03	$ 36.04
Dead-Run or "Go-Back"	Returning to customer location after scheduled service time.	$ 72.03	$ 36.04
Stand-By or Delay Time	Charge for each 15 minutes the driver is delayed.	$ 60.02	$ 60.02
Bin Enclosure Clean up	Clean up of the area surrounding the bins in the trash enclosure (per bin).	$ 46.82	Not Applicable
Custom Bin Fabrication Charge (Per Cubic Yard)	Customer requires a specialized bin.	$ 720.32	Not Applicable
Certificate of Destruction	Provide customer with certificate of destruction.	$ 210.10	$ 210.09

[Amendment Attachment 2]

Exhibit 10

List of City Service Units/Locations

	Location: Public Facilities	Address	Quantity	Bin Type	Bin Sizes	Service Frequency
1	City Hall Complex	970 E. Ventura Street	1	Trash Bin	1.5yd	Weekly
			1	Recycle Bin	3yd	Weekly
2	Community Center	530 W. Main Street	1	Trash Bin	3yd	3x Weekly
			2	Recycle Bins	3yd	3x Weekly
3	Police Department	214 S. 10th Street		Share City Hall	Bins	
4	Main Street Receptacles	Main Street (8th to 11th)		20	50g	Weekly
5	Police Storefront	431 N 13th Street		2	96g	Weekly
6	Corporate Yard	903 Corporation Street	1	Trash Bin	3yd	Weekly
			3	Recycle Bin	3yd	Weekly
			1	Trash Roll-Off	40 yd	Monthly
			1	Organics Roll-Off	40 yd	Monthly
7	Water Yard	180 S Palm	2	Trash Bins	3yd	Weekly
		921 Calpipe Rd	3	Trash Bins	1.5yd	2x Weekly
		921 Calpipe Rd	1	Recycle Bin	1.5yd	Weekly
		921 Calpipe Rd	6	Pull Out Trash		2x Weekly
8	City Parks					
	Harding Park	1330 Harvard Blvd	3	Trash Cart	90 Gal	Weekly
		1330 Harvard Blvd	2	Recycled Cart	90 Gal	Weekly
		1330 Harvard Blvd	1	Organics Cart	90 Gal	Weekly
		1330 Harvard Blvd - Baseball Field	2	Trash Bins	3yd	2x Weekly
	Little League	1400 E Harvard Blvd	2	Trash Bin	3yd	2x Weekly
	Little League	1400 E Harvard Blvd	1	Recycle Bin	3yd	2x Weekly
	Boys and Girls Club	1400 E Harvard Blvd	1	Trash Bin	3yd	Weekly
	Boys and Girls Club	1400 E Harvard Blvd	2	Recycle Bin	3yd	Weekly
		18249 Telegraph Rd - Soccer Field	1	Trash Bin	3yd	Weekly
		18249 Telegraph Rd - Soccer Field	2	Pull Out Trash		Weekly
9	Rail Road Plaza Park		2	Trash Bins	4yd	2x Weekly
10	Sports Park — Harvest	301 Harvest Loop	1	Trash Bin	4yd	2x Weekly
			1	Recycle Bin	4yd	2x Weekly

EXHIBIT C

Del Norte Historical Gate Fee Rates

Historical Per-Ton Disposal Rates (MSW) at City of Oxnard's Del Norte Regional Recycling & Transfer Station

Effective Date	Disposal Rate*	% Increase from Prior Rate
August 26, 1996 (opening date)	$ 33.50/ton	n/a
Oct. 18, 2012	$ 47/ton	40.5%
July 2017	$ 54/ton	15%
FY 2018/19	$ 55.59/ton	3%
July 1, 2024 - June 30, 2025	$ 93.88/ton	68.87%
July 1, 2025 - June 30, 2026	$ 103.27/ton	10%

(*$ 4/ton facility host fee is not included in above disposal rates)



CITY OF OXNARD

Solid Waste Rate Study

January 24, 2024

CITY OF OXNARD CALIFORNIA

RAFTELIS

Table 10: Proposed Five-Year Schedule of Monthly and Daily Rental Rates for Industrial Bins

Description	Frequency	Current	FY2025 7/1/24	FY2026 7/1/25	FY2027 7/1/26	FY2028 7/1/27	FY2029 7/1/28
10 cu yd Roll Off Bin	Monthly	N/A	$46.45	$47.84	$49.28	$50.76	$52.28
	Daily	N/A	$1.53	$1.57	$1.62	$1.67	$1.72
13.4 cu yd Roll Off Bin	Monthly	N/A	$49.99	$51.49	$53.03	$54.62	$56.26
	Daily	N/A	$1.64	$1.69	$1.74	$1.80	$1.85
20 cu yd Roll Off Bin	Monthly	N/A	$67.30	$69.32	$71.40	$73.54	$75.75
	Daily	N/A	$2.21	$2.28	$2.35	$2.42	$2.49
30 cu yd Roll Off Bin	Monthly	N/A	$58.05	$59.79	$61.58	$63.43	$65.33
	Daily	N/A	$1.91	$1.97	$2.02	$2.09	$2.15
40 cu yd Roll Off Bin	Monthly	N/A	$66.48	$68.47	$70.52	$72.64	$74.82
	Daily	N/A	$2.19	$2.25	$2.32	$2.39	$2.46
40 cu yd Sealed Roll Off Bin	Monthly	N/A	$87.09	$89.70	$92.39	$95.16	$98.01
	Daily	N/A	$2.86	$2.95	$3.04	$3.13	$3.22

Table 11: Proposed Five-Year Schedule of SOLID WASTE Walking Floor Transfer Trailer Rates for Industrial Service per Pull/Transfer

Description	Current	FY2025 7/1/24	FY2026 7/1/25	FY2027 7/1/26	FY2028 7/1/27	FY2029 7/1/28
53-Foot Walking Floor Trailer#	$371.85	$384.86	$398.34	$412.28	$426.71	$441.64

Note this service rate is limited to industrial customer(s) receiving direct haul service to the Simi Landfill from the Customers Property located within the City.

Table 12: Proposed Five-Year Schedule of Del Norte and Industrial TIPPING FEES per Ton of Weighed Material and the Security and Contamination Prevention Fee

Description	Material Type	Current	July 1, '24	July 1, '25	July 1, '26	July 1, '27	July 1, '28
Del Norte Tip Fee	Solid Waste	$55.59	$93.88	$103.27	$108.69	$111.95	$113.52
Del Norte Tip Fee	Recycling	N/A	$44.26	$48.68	$51.24	$52.77	$53.51
Del Norte Tip Fee	Green Waste	$62.81	$105.53	$116.08	$122.18	$125.84	$127.61
Del Norte Tip Fee	Organics	N/A	$171.95	$189.14	$199.08	$205.05	$207.92
Del Norte Tip Fee	C&D	$66.92	$130.98	$131.78	$139.92	$143.48	$147.13
Del Norte Tip Fee	Tires	$180.00	$272.00	$280.16	$288.56	$297.22	$306.14
Walking Floor Transfer Trailer Tip Fee[1]	Solid Waste	N/A	$34.63	$35.67	$36.74	$37.84	$38.98
Security and Contamination Prevention Fee (Per Bin)[2]	All Containers	$0.12	$0.12	$0.12	$0.12	$0.12	$0.12

1 Represents the tip fee for walking floor trailers direct hauled to the Simi Landfill. This rate is not applicable to refuse delivered to the Del Norte facility.
2 The City charges a security and contamination prevention fee to all customers per bin per month.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Monica Castillo, City Attorney

Subject: AGREEMENT TO LOAN CITY OIL ARTIFACTS AND ARCHIVES TO THE RESPONSIBLE ENERGY COUNCIL

Date: June 17, 2026

Agenda Item: 12.B

RECOMMENDATION:

Staff Recommends that the City Council:

1. Approve a loan agreement with the Responsible Energy Council (REC) to implement the Memorandum of Understanding (MOU) with REC for the content management and care of the City's holdings of oil artifacts and documents.
2. Authorize the City Manager to execute the loan agreement.

Presented by: Monica Castillo, City Attorney

BACKGROUND:

On May 5, 2026, the City Council approved a License Agreement and Memorandum of Understanding (MOU), as amended, with the Responsible Energy Council (REC), a regional non-profit. The License Agreement permits REC to use spaces within the Union Oil Building to carry out the preservation and archiving of the City's holdings of oil artifacts and historical items ("Collection").

The Memorandum of Understanding (MOU) outlines guidelines for the management and care of the Collection, and requires the City to enter into an agreement to loan the Collection to REC indefinitely subject to key terms in the MOU. The loan period begins the earlier of (i) REC's completion of the Collection inventory or (ii) five (5) years from the MOU's effective date of May 5, 2026.

At the meeting, the City Council directed staff to return with a proposed loan agreement for approval. City Council requested that the loan agreement include provisions regulating the sub-loaning of Collection items to third parties based on duration of the loan and the location of the sub-borrower. The proposed loan agreement now returns for Council's comment and approval.

ANALYSIS:

The proposed loan agreement complies with the minimum requirements of the MOU, as summarized in the following table:

MOU-Required Provision of Loan Agreement	Loan Agreement Reference
A general description of each item (MOU sec. III(b),)	Attachment A to Loan Agreement
Any known provenance or history of the loaned item(s) (MOU sec. III(b).)	Attachment A to Loan Agreement
The condition of the loaned item(s) (MOU sec. III(b).)	Attachment A to Loan Agreement
A provision that prohibits the REC from assigning the MOU to another entity (MOU sec. III(b).)	"Non-Transferrable" section
A requirement to return all items to the City if REC ceases operations (MOU sec. III(b).)	"Termination" section
Other requirements and obligations of the parties for the duration of the agreement (MOU sec. III(b).)	See "Additional Terms" below.

Additional Terms

Other requirements and obligations of the parties include the following key terms:

1. Duration: The loan period begins upon completion of REC's inventory of the Collection. The inventory must be completed no later than 2 years after a maximum 90-day period (starting May 6, 2026), during which time REC will relocate artifacts from the ground floor and on-board its archival team. REC must not be in material violation of the License Agreement for the loan period to proceed.
2. Care: REC must care for the items as follows:
    1. REC may not analyze items using destructive or invasive techniques without the City's prior wrtiten consent.
    2. Restoration, conservation, pest treatment, and other preparation of the items must be done using REC's reasonable judgment.
    3. Items may be stored outside City limits with the Parks & Recreation Director's prior written approval.
    4. REC may not change an item's record or label, if any.
    5. REC may not destroy non-historical items (e.g. museum receipts, old office equipment) without the Director's prior written approval.
3. Subloan:
    1. One Year and Within the City: REC may subloan a Collection item to a third party for public display within the City for up to one (1) year with the Director's prior written approval
    2. More than One Year and Outside the City: City Council must approve any subloan of a Collection item that exceeds one (1) year or that will be for public display outside the City.
4. Exhibition, Packing and Transportation: REC may display loaned Collection items at a location other than the Union Oil Building and must pay for all packing and transportation costs if REC moves the items.
5. Intellectual Property:
    1. While the City retains all rights to and ownership of the physical Collection, REC will exclusively own intellectual property rights to material or work product prepared

by or on behalf of REC using the physical Collection ("REC Work Product"). REC grants a non-exclusive, irrevocable, no-fee license to use the REC Work Product.
   2. REC will give the City a complete set of digital images and inventory depicting the Collection.
6. Credit: Loaned items used for exhibition or publications will include a credit line to the City: *Courtesy of the City of Santa Paula.* REC will also give the City a hard copy or electronic copy of such publications.
7. Termination: The loan terminates if REC ceases to operate or if REC fails to cure a violation of the License Agreement or MOU within a reasonable time. If terminated, all loaned items must be returned to the City.

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:

The City is required to enter a loan agreement under the MOU. In exchange, REC will complete preservation and cataloging services for the City, which costs would otherwise be incurred by the City. Accordingly, the City will realize cost savings. The precise monetary amount cannot be ascertained at this time.

OPTIONS:

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

1. Approve the proposed loan agreement with amendments.

2. Provide alternative direction to staff.

ATTACHMENTS:

City of SP Outgoing Loan Agreement (6.5.26)-c1.docx

Outgoing Loan Agreement

Date:	
Loan #:	

Contact Information:

Borrower: Responsible Energy Council, Inc., a California nonprofit corporation ("REC")		
Name Last: Simonson **First**: Olivia **MI**:	**Title:** President	**State/Country:** CA
Street address: 1746-F South Victoria Avenue #245	**City**: Ventura	**Zip code:** 93003
Phone:	**Email**:	

Purpose of loan		
	☐ Exhibition	Title of Exhibition:
	☐ Research	
	☒ Other:	As set forth in that certain Memorandum of Understanding – Management of Oil and Gas Collection between the City of Santa Paula and the REC ("MOU")
Loan Period Start Date		
Loan Period End Date	Indefinite and subject to the MOU	
Date of shipment	N/A	
Method of shipment	N/A	
Description of Items Loaned	See Attachment A	

I have read the conditions above and on the back of the first page of this Agreement and agree to be bound by them.

_____

Olivia Simonson, REC President Date

_____

Dan Singer, City Manager Date

Please review and sign two copies and return one in the envelope provided. The other copy is for your records.

Return Information:

Overall Condition:	☐ Excellent ☐ Good ☐ Fair ☐ Poor

Date returned: Received by:

TERMS AND CONDITIONS GOVERNING OUTGOING LOANS

GENERAL

- This Outgoing Loan Agreement ("Agreement") is made pursuant to the MOU. Any conflict between the terms of and the MOU and this Agreement shall be controlled by the terms of the MOU.
- Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the MOU.

DURATION

- Phase 1 – Beginning on the effective date of the Facility License Agreement (Union Oil Building) between the City and the REC (the "License") and upon taking possession of the Collection, REC shall relocate ground-floor artifacts and onboard the archival team no later than 90 days thereafter consistent with the terms of the MOU.
- Phase 2 – Upon completion of Phase 1, and once the parties agree that the facility is sufficiently stabilized for REC to perform its responsibilities in the MOU, REC shall prepare an inventory no later than two (2) years thereafter.
- Phase 3 – Upon completion of Phase 2, the City shall loan the Collection indefinitely, provided that the REC is not in material violation (after being given a reasonable opportunity to cure) of the License or MOU.

CARE

- Loaned items will be protected and always properly cared for pursuant to the MOU.
- Items may not be analyzed using destructive sampling or invasive techniques without the City's prior written consent.
- Restoration, conservation, cleaning, pest treatment, or further preparation of items will be completed in the REC's reasonable judgment and in accordance with the MOU.
- REC may store loaned items outside the City limits, if needed, subject to the prior written approval of the Parks and Recreation Director ("Director").
- There will be no changes made to the items record or label, if any.
- REC may not dispose of non-historical administrative documents and items (e.g. old museum receipts and bills, outdated computer equipment, etc.) without the Director's prior written approval. Such items will be identified for the City to determine their dispositionin accordance with applicable local law, including without limitation the City's Record Retention Policy.

SUBLOAN

- REC may subloan a Collection item to a third party for public display within the City for a duration of no more than one (1) year, subject to the prior written approval of the Director. Any subloan (i) exceeding one year or (ii) for public display outside the City shall require approval of the City Council.

EXHIBITION, PACKING AND TRANSPORTATION

- All items shall be received by the REC at their current location. During Phase 3, the REC may display items in the Collection at a location within the City other than the Premises.
- If REC moves the items to a different location, REC shall bear all costs for packing and transportation.
- The City shall not be responsible for any costs associated with the packing or transportation of any Collection item.

INTELLECTUAL PROPERTY

- **Ownership of Collection.** The City shall retain all right, title, and interest in and to the physical Collection loaned to the REC under this Agreement.
- **Authorization to Use and Document Collection.** The City acknowledges that the purposes of the loan include the REC's exhibition, documentation, study, cataloguing, digitization, preservation, promotion, publication, as well as archival, database, educational, administrative, and other related uses of the Collection. To the fullest extent of the City's rights and authority, the City authorizes the REC and its contractors, employees, agents, and representatives to photograph, film, scan, document, describe, catalogue, digitize, archive, display, reproduce, publish, distribute, transmit, and otherwise use the Collection, and images, depictions, descriptions, records, metadata, and other information concerning the Collection, in any and all formats, media, databases, publications, platforms, and technologies whether now known or hereafter devised, in connection with such purposes.
- **Ownership of REC Work Product.** The REC shall exclusively own all right, title, and interest, including all copyrights and other intellectual property rights, in and to all photographs, videos, scans, digital files, catalogues, publications, descriptions, labels, wall text, database records, metadata, archival records, educational materials, promotional materials, compilations, collective works, and other materials or work product created, authored, developed, commissioned, or prepared by or on behalf of the REC in connection with the Collection or any exhibition thereof, documentation, study, promotion, publication, cataloguing, digitization, archiving, or other use of the Collection (collectively, "REC Work Product"). The City acknowledges that its ownership of the Collection does not confer any ownership interest in the REC Work Product. No license, assignment, transfer, ownership interest, or other right in or to the REC Work Product is

granted to City under this Agreement, whether by implication, estoppel, operation of law, or otherwise.

- **License.** Notwithstanding the foregoing, REC shall provide the City with a complete set of digital photographic images and inventory depicting the Collection. REC grants to the City an irrevocable, non-exclusive, fully paid-up, royalty-free, worldwide, perpetual license to use such REC-provided images and inventory. The foregoing license does not transfer ownership of, or grant the City any rights in, the REC Work Product.
- **Authority.** The City represents and warrants that it has all rights, power, and authority necessary to loan the Collection on the terms set forth in this Agreement.

INSURANCE

- The REC shall obtain insurance as provided for in the MOU.

CREDIT

- All outgoing loan items used for exhibition or publication will include a credit line that reads: *Courtesy of the City of Santa Paula*.
- The REC shall provide to the City, at no cost, a hard or electronic copy of any publication resulting from the loan of items. Such publication shall be subject to City's licensing rights set forth in this Agreement.

NON-TRANSFERRABLE

- REC may not transfer its responsibilities under the MOU, including this Agreement, to any other entity or non-profit.

TERMINATION

- This Agreement shall terminate should REC cease operations while the items are on loan to REC, or if REC is in material violation (after being given a reasonable opportunity to cure) of the License or MOU.
- Upon termination, REC shall return all items in the Collection to the City .

Parties' Initials as to this reverse page of the agreement:

_____
Olivia Simonson, REC President

_____
Dan Singer, City Manager

Attachment A: Loaned Items

Item	General Description	Condition	Known Provenance / History	Location Where Loaned

Submitted by: _____

Date: _____

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dan Singer, City Manager

Subject: CONTRACT EXTENSION WITH SPIRIT OF SANTA PAULA FOR HOMELESS SHELTER SERVICES AND LETTER OF INTENT WITH RESCUE MISSION ALLIANCE

Date: June 17, 2026

Agenda Item: 12.C

RECOMMENDATION:

Staff recommends that the City Council:
1) Adopt a first amendment to the Agreement to Provide Financial Support for the Operations of a Permanent, Year -round Shelter Serving Homeless Individuals; and
2) Adopt a first amendment to the Operating Agreement with Spirit of Santa Paula for Operating of the Harvard Shelter; and
3) Adopt a Letter of Intent regarding transition of the Harvard Shelter operations to the Rescue Mission Alliance for a three-year partnership

Presented By: James Mason, Community & Economic Development Director

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BACKGROUND:

The Rescue Mission Alliance (RMA) has been in negotiations with the Spirit of Santa Paula to take over operations of the year-round homeless shelter known as The Harvard Navigation Center and to acquire all assets of the organization. RMA is well positioned to manage the shelter and enhance both the services provided as well as the funding needed to help support the operations.
The acquisition would bring expanded value to the Santa Clara River Valley in the following ways:

1. **Mission Alignment**
   Both Rescue Mission Alliance (RMA) and Spirit center on transforming lives through care for people experiencing homelessness and food insecurity. An acquisition would unify resources under this shared framework, strengthening impact across Ventura County.
2. **Service Expansion & Continuity**
   Integrating Spirit programs into RMA will allow continuity of shelter, food distribution, and case management in Santa Paula while expanding RMA's overall footprint, including rapid rehousing pathways, and wrap-around care under one integrated operating model.
3. **Geographic Coverage**
   RMA's presence across Ventura County, San Fernando Valley, and Santa Maria/Santa Barbara County positions them to bring regional infrastructure and best practices to

Spirit of Santa Paula, enhancing service levels and operations.

4. **Financial Stewardship & Sustainability**
   RMA's scale and established development capacity can enhance long-term revenue diversification, reducing future reliance on current funding sources.

Although both organizations have approved this merger, numerous details involving the transition are still being finalized. As a result, the original goal of completing the transaction by July 1, 2026 is no longer achievable and the organizations have now agreed to an October 1, 2026 transition date.

ANALYSIS:

In order to achieve continuity of services and operations, both Spirit and RMA are asking the three funding entities, Santa Paula, Fillmore, and the County of Ventura, to extend the current Memorandum of Understanding and Operating Agreement by 90 days. The attached documents (Attachment A & B) represent First Amendments to each agreement to effectuate a 90-day extension of time with the same terms as currently exist.

In addition, the Rescue Mission has asked the City to enter into a Letter of Intent to demonstrate the City's continued commitment to support the shelter and the services provided through the same funding mechanism currently in place among the three public entities. The Letter of Intent further expresses the City's intent to pursue a continued funding commitment through a future Memorandum of Understanding in partnership with Ventura County and the City of Fillmore to support the ongoing operation of the shelter and the delivery of services to individuals experiencing homelessness. Attachment C provides a draft Letter of Intent which would give RMA the assurances they need to move ahead with the acquisition.

Representatives from both Spirit and RMA will be present to answer questions and give further input on this transition.

STRATEGIC PLAN:

The City's ongoing efforts to address the needs of individuals experiencing homelessness are consistent with the City Council's Strategic Plan, specifically:

Goal D: Healthy, Connected & Thriving Community

Objective D.12: Address and support the needs of unhoused individuals, including the provision of behavioral health support services.

Task/Metric 2: Continue collaborating with regional partners to support and address the needs of unhoused individuals throughout the Santa Clara River Valley.

The continued operation and support of homeless services initiatives demonstrate the City's commitment to advancing this goal and strengthening regional partnerships to provide effective assistance and resources to vulnerable populations.

FISCAL IMPACTS:

Extending the existing agreements is consistent with the adopted budget and does not represent an increase in funding obligations. The Letter of Intent (Attachment C), however, would indicate a continued funding commitment beyond the next fiscal year and into the proceeding two fiscal years, for a total of three years. RMA is not asking for a change in the amount of funding, but is seeking a guarantee of three years of support.

OPTIONS:

The current agreement will expire at the end of June, 2026, failure to extend the agreement could jeopardize the delivery of homeless services, including closing the shelter which serves up to 49 individuals a day.

ATTACHMENTS:

Santa Paula - First Amendment to Funding Agreement for Harvard Shelter-c....pdf
Santa Paula - First Amendment to Operating Agreement Harvard Shelter (00000002).pdf
Attachment C - Letter of Intent Harvard Shelter.docx

FIRST AMENDMENT TO

AGREEMENT TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF A PERMANENT, YEAR-ROUND SHELTER SERVING HOMELESS INDIVIDUALS IN SANTA CLARA VALLEY COMMUNITIES INCLUDING THE CITY OF SANTA PAULA, CITY OF FILLMORE, AND UNINCORPORATED AREA OF PIRU

This First Amendment ("Amendment") to the Agreement to Provide Financial Support for the Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals in Santa Clara Valley Communities Including the City of Santa Paula, City of Fillmore, and Unincorporated Area of Piru, Fiscal Year 2025-2026 ("Agreement"), is entered by and between the City of Santa Paula, a California municipal corporation ("Santa Paula"), the City of Fillmore, a California municipal corporation ("Fillmore"), and the County of Ventura, a political subdivision of the State of California ("County") (Santa Paula and Fillmore collectively, "Participating Cities"; Participating Cities and County each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties entered into the Agreement dated October 21, 2025, establishing financial contributions and operational requirements for the Harvard Shelter, located at 1498 E. Harvard Blvd., Santa Paula, CA 93060 ("Shelter") and operated by Spirit of Santa Paula ("Shelter Operator"), for fiscal year 2025-2026 (July 1, 2025 through June 30, 2026);

WHEREAS, this is the first amendment to the Agreement;

WHEREAS, Spirit of Santa Paula is in the process of winding down operations and transitioning operation of the Harvard Shelter to Rescue Mission Alliance ("RMA"), a California nonprofit corporation, effective October 1, 2026;

WHEREAS, to ensure uninterrupted shelter operations during the transition from Spirit of Santa Paula to RMA, the Parties desire to extend the term of the Agreement to cover July 1, 2026 through October 1, 2026 ("Extension Period"), and to provide additional financial contributions for shelter operating costs during the Extension Period;

WHEREAS, the Parties desire to amend the Agreement to reflect the extended term, the additional financial contributions, and such other conforming changes as are necessary.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. **Amendment to Section 3 (Term and Termination) – Amended and Restated in Full.**

Section 3 of the Agreement is hereby amended and restated in its entirety to read as follows:

"**3. TERM AND TERMINATION**

The initial term of this Agreement shall begin on July 1, 2025, upon execution by all Parties and shall expire on October 1, 2026 ("Initial Term"). The period from July 1, 2026 through October 1, 2026 is referred to herein as the "Extension Period." On or before July 1, 2026, the Parties will meet and review Shelter Operator's (or its Successor Operator's) performance and discuss a potential future budget for the Shelter pursuant to Section 1 of this Agreement. The Parties have no obligation to extend this Agreement beyond the Extension Period, and any renewal or modification is contingent on the approval of the respective Parties' governing bodies."

2. **Amendment to Section 1(a)(i) – Amended and Restated in Full.**

Paragraph (i) of Subsection (a), entitled "General Provisions," of Section 1, entitled "Financial Contributions; Duties and Responsibilities," of the Agreement is hereby amended and restated in its entirety to read as follows:

"i. The Shelter's years of operation covered by this Agreement include the fiscal year running from July 1 to June 30 for fiscal year 2025-2026, and the Extension Period set forth in Section 3."

3. **Amendment to Section 1(a)(ii) – Amended and Restated in Full.**

Paragraph (ii) of Subsection (a), entitled "General Provisions," of Section 1, entitled "Financial Contributions; Duties and Responsibilities," of the Agreement is hereby amended and restated in its entirety to read as follows:

"ii. On or before July 1, 2026, staff of each Party will meet and jointly determine the operational and budget plan for the Extension Period and the projected operating budget for the Shelter for any upcoming fiscal year (or other period), and the portion of the budget to be paid by each Party for consideration in deciding whether to extend this Agreement as set forth in Section 3. Staff of each Party will then recommend to its respective governing body whether to approve the budget and apportionment of the budget among the Parties as prepared by staff. If the governing body of a Party does not approve both the budget and the apportionment by October 1, 2026, or by the applicable deadline for any extension period thereafter, then this Agreement shall automatically terminate, and no Party will have any further obligations under this Agreement. The projected operating budget for the operation of the Shelter from July 1, 2025 through June 30, 2026 ("FY 2025-2026 Budget") is set forth in Exhibit A of this Agreement. The FY 2025-2026 Budget is for information purposes only. The Parties have no obligation to

contribute beyond their respective shares as set forth in this Agreement."

4. **Amendment to Section 1(b)(i) (Operating Agreement with Shelter Operator) – Amended and Restated in Full.**

Paragraph (i) of Subsection (b), entitled "Operating Agreement with Shelter Operator," of Section 1, entitled "Financial Contributions; Duties and Responsibilities," is hereby amended and restated in its entirety to read as follows:

"i. *Operating Agreement with Shelter Operator*. The City of Santa Paula and Shelter Operator entered into an Operating Agreement on August 8, 2023, with an Initial Term (as defined therein) ending on June 30, 2025. The City of Santa Paula extended the Operating Agreement through June 30, 2026, and amended its terms to align with this Agreement (hereafter, "2025-2026 Operating Agreement"). The City of Santa Paula shall extend the 2025-2026 Operating Agreement to include the Extension Period set forth in Section 3 and amend its terms to align with this Agreement. The City of Santa Paula shall enter into an Operating Agreement with the Shelter Operator to operate the Shelter with a maximum of (49) beds year-round. Unless expressly stated otherwise in this Agreement, County and the City of Fillmore shall not be a party to any contract with the Shelter Operator or for any construction contracts for the Shelter; however, County and City of Fillmore shall, in the 2025-2026 Operating Agreement, be designated as third party beneficiaries with the right to enforce the Operating Agreement's defense and indemnification provision that is required pursuant to Section 4.m. below. City of Santa Paula shall provide the proposed Operating Agreement to County and City of Fillmore for their review and approval as to consistency with the applicable provisions of this Agreement before the 2025-2026 Operating Agreement is executed and/or extended by the City of Santa Paula."

5. **Amendment to Section 1(b)(ii) (City of Santa Paula Contribution) – Amended and Restated in Full.**

Paragraph (ii) of Subsection (b), entitled "City of Santa Paula," of Section 1, entitled "Financial Contributions; Duties and Responsibilities," is hereby amended and restated in its entirety to read as follows:

"ii. *Santa Paula's Contribution*. The City of Santa Paula agrees to fund at least $200,000 for the fiscal year 2025-2026 as part of the 2025-2026 Operating Agreement it enters into with the Shelter Operator, subject to Council approval. For the Extension Period, the City of Santa Paula agrees to contribute an additional amount not to

exceed $50,000 toward actual Shelter operating expenses, subject to Council approval."

6. **Amendment to Section 1(c) (City of Fillmore Contribution) – Amended and Restated in Full.**

Subsection (c), entitled "City of Fillmore," of Section 1, entitled "Financial Contributions; Duties and Responsibilities," is hereby amended and restated in its entirety to read as follows:

"**c. <u>City of Fillmore</u>.**

The City of Fillmore agrees to contribute an amount not to exceed the sum of $150,000 toward the Shelter's actual Base Operating Expense for the fiscal year 2025-2026. Starting July 1, 2025, the City of Fillmore will pay the City of Santa Paula $37,500 on a quarterly basis, for transfer to the Shelter Operator to cover its commitment to Shelter operating expenses for each fiscal quarter. Within 60 days of the end of each fiscal quarter, as set forth in Section 1.b. above, the City of Santa Paula will submit to the City of Fillmore a statement evidencing Santa Paula's payment of appropriate amounts to Shelter Operator for the fiscal quarter. For the Extension Period, the City of Fillmore agrees to contribute an additional amount not to exceed $37,500 toward actual Shelter operating expenses, payable to the City of Santa Paula on or before July 1, 2026, subject to Council approval. Payments by Fillmore for any period after October 1, 2026 are contingent on approval by the governing body of each Party of a budget for the upcoming year of operation and apportionment of the budget between the Parties and written amendment to this Agreement, as set forth in Section 1.a. above."

7. **Amendment to Section 1(d)(i) (County Contribution) – Amended and Restated in Full.**

Section 1(d)(i) of the Agreement is hereby amended and restated in its entirety to read as follows:

"i. *County's Contribution*. In consideration for the City of Santa Paula entering the 2025-2026 Operating Agreement with the Shelter pursuant to the terms of this Agreement, the County agrees to match the combined contributions of Santa Paula and Fillmore for a total amount not to exceed $350,000 toward the Shelter's actual Base Operating Expense for the fiscal year 2025-2026, through reimbursement payments to City of Santa Paula. For the Extension Period, the County agrees, subject to Board approval, to match the combined Extension Period contributions of Santa Paula and

Fillmore for a total amount not to exceed $87,500 toward actual Shelter operating expenses, through reimbursement payments to City of Santa Paula."

8. **New Section 1(f) - Successor Operator**

The following new Subsection (f), entitled "Successor Operator," of Section 1, entitled "Financial Contributions; Duties and Responsibilities," is hereby added to the Agreement:

"**f. <u>Successor Operator</u>.**

The Parties acknowledge that Spirit of Santa Paula is in the process of winding down and that Rescue Mission Alliance ("RMA") is expected to assume operation of the Shelter on or around October 1, 2026. During the Extension Period, financial assistance provided under this Agreement shall continue to fund the actual cost of main Shelter operations during any transition of operations from Spirit of Santa Paula to RMA, provided that the Shelter remains operational and services to residents continue without material interruption. The City of Santa Paula shall provide written notice to the other Parties promptly upon any formal transfer of Shelter operations from Spirit of Santa Paula to RMA or any other Successor Operator. In the event that the City of Santa Paula amends or replaces its Operating Agreement with the Shelter Operator to reflect the transition to RMA or another Successor Operator during the Extension Period, Santa Paula shall provide a copy of any such amended or replacement agreement to County and City of Fillmore for their review and approval as to consistency with this Agreement prior to execution, consistent with Section 1.b.i. of this Agreement. Nothing in this Section 1.f. shall obligate any Party to continue this Agreement beyond the Extension Period or to enter into any agreement with RMA."

9. **Limited Amendment.**

Except as expressly amended by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control.

10. **Authority.**

Each Party represents and warrants that the individual executing this Amendment on its behalf has full authority to do so and to bind such Party.

11. **Counterparts.**

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid.

12. **Effective Date.**

This First Amendment shall be deemed to take effect upon execution by all the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO

FIRST AMENDMENT TO AGREEMENT TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF A PERMANENT, YEAR-ROUND SHELTER SERVING HOMELESS INDIVIDUALS IN SANTA CLARA VALLEY COMMUNITIES INCLUDING THE CITY OF SANTA PAULA, CITY OF FILLMORE, AND UNINCORPORATED AREA OF PIRU

CITY OF SANTA PAULA	CITY OF FILLMORE
By: _____	By: _____
Dan Singer, City Manager	Erika Herrera, City Manager
Date: _____	Date: _____
Approved as to Form:	Approved as to Form:
By: _____	By: _____
Monica Castillo, City Attorney	Tiffany Israel, City Attorney

COUNTY OF VENTURA

By: _____

Dr. Sevet Johnson, County Executive Officer

Date: _____

Approved as to Form:

By: _____

Franchesca S. Verdin, Assistant County Counsel

SANTA PAULA
FIRST AMENDMENT TO OPERATING AGREEMENT
WITH SPIRIT OF SANTA PAULA
FOR OPERATION OF HARVARD SHELTER

This Amendment to the City of Santa Paula Operating Agreement with Spirit of Santa Paula for Operation of Harvard Shelter ("First Amendment") is entered into as of June 17, 2026, by and between the City of Santa Paula, a California municipal corporation ("City"), and Spirit of Santa Paula, a California nonprofit corporation ("Shelter Operator"). City and Shelter Operator are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City and Shelter Operator entered into the City of Santa Paula Operating Agreement with Spirit of Santa Paula for Operation of Harvard Shelter, Contract No. 1008-2026, dated October 21, 2025, ("Agreement"), for the operation of the Harvard Shelter located at 1498 Harvard Blvd, Santa Paula, CA 93060 for the period July 1, 2025 through June 30, 2026;

WHEREAS, the Agreement was entered into pursuant to, and in alignment with, the Agreement to Provide Financial Support for the Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals in Santa Clara Valley Communities Including the City of Santa Paula, City of Fillmore, and Unincorporated Area of Piru, Fiscal Year 2025-2026 ("Funding Agreement"), among the City of Santa Paula, City of Fillmore, and County of Ventura (collectively, "Funding Parties");

WHEREAS, Spirit of Santa Paula is in the process of winding down its operations and the Parties anticipate that Rescue Mission Alliance ("RMA") will assume operation of the Harvard Shelter on or about October 1, 2026;

WHEREAS, to ensure uninterrupted shelter services during the transition period, the Funding Parties have agreed to extend the Funding Agreement through October 1, 2026, and the City and Shelter Operator wish to extend the term of this Agreement accordingly to maintain continuity of operations through the transition;

WHEREAS, the Parties desire to amend the Agreement to reflect the extended term and to address transition-related obligations; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. Amendment to Section 3.2.1 (Initial Term) – Amended and Restated in Full.

Section 3.2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"3.2.1 Initial Term. The initial term of this Agreement shall begin on July 1, 2025 and expire on October 1, 2026 ("Initial Term"). The period from July 1, 2026 through October 1, 2026 is referred to herein as the "Extension Period." The Parties have no obligation to extend the Agreement beyond the Extended Period, and any renewal or modification is contingent on the extension of the Funding Agreement by the governing bodies of the Funding Parties as set forth in Section 3.3.4 below."

2. Amendment to Section 3.3.1 (Base Operating Expense) – Amended and Restated in Full.

Section 3.3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"3.3.1 Base Operating Expense. The Parties agree that the monthly Base Operating Expense for the Shelter for the Initial Term through June 30, 2026 shall not exceed $58,333.33 and will be based on allowable reimbursable costs. For the Extension Period (July 1, 2026 through October 1, 2026), the monthly Base Operating Expense shall not exceed $58,333.33 per month, pro-rated for any partial month, and will be based on allowable reimbursable costs, for a total Extension Period maximum of $175,000. Pursuant to the Funding Agreement, City will receive payments from the other Funding Parties on or after the thirtieth (30th) day following execution of this Agreement. The Base Operating Expense shall not be increased without the written approval of City."

3. Amendment to Section 3.3.2 (Fiscal Year 2025-2026 Payments) – Amended and Restated in Full.

Section 3.3.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

"3.3.2 Payments. All County and City of Fillmore payments to the Shelter Operator required under this Agreement will be given to the City of Santa Paula for transfer to the Shelter Operator. The City of Santa Paula will process payments to the Shelter Operator within 30 days of receipt of complete and adequate documentation from the Shelter Operator as outlined in this Agreement with the City of Santa Paula. If any of the expenses provided in documentation are not allowed under the terms of the Funding Agreement, the Shelter Operator will be required to provide reimbursement of funds to the County, City of Fillmore and the City of Santa Paula. The City of Santa Paula shall provide documentation of same to County within 30 days of the end of each month and to City of Fillmore within 60 days of the end of each fiscal quarter, including during the Extension

Period. If the City of Santa Paula fails to provide timely and adequate documentation for any payment to Shelter Operator, County and City of Fillmore shall be entitled to deny reimbursement, suspend future payments and/or recover any payment for which adequate supporting documentation has not been timely provided. Acceptable documentation for staff and non-staff costs to operate the Shelter includes, but is not limited to, payroll records, receipts, invoices and proof of payment. County staff will provide documentation training for City of Santa Paula and Shelter Operator if requested. Inclusive of City of Santa Paula's share, Shelter Operator will receive a maximum of $700,000 toward the actual Base Operating Expense for Fiscal Year 2025-2026, plus a maximum of $175,000 toward the actual Base Operating Expense for the Extension Period, in each case as set forth in the Funding Agreement."

4. Amendment to Section 3.3.4 (Operation Beyond FY 2025-2026) – Amended and Restated in Full.

Section 3.3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

"3.3.4 Operation Beyond the Extended Expiration Date. To the extent that the Parties agree to extend this Agreement beyond the Extended Expiration Date of October 1, 2026, each subsequent year of operation will run from July 1 through June 30, or such other period as the Parties may agree. By or before July 1, 2026, staff of the Funding Parties will meet and discuss a potential future budget for the Shelter for any period following the Extension Period. The Funding Parties have no obligation to extend the Funding Agreement beyond October 1, 2026, and any renewal or modification is contingent on the approval of the respective Funding Parties' governing bodies."

5. Amendment to Section 3.5.6.4 (Evidence of Continuous Coverage) – Amendment and Restated in Full.

Section 3.5.6.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

"3.5.6.4 Evidence of Continuous Coverage. At least fifteen (15) days prior to the expiration of each required policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. Shelter Operator shall maintain all required insurance coverages through the end of the Extension Period (October 1, 2026), and shall provide evidence of such coverage to City no later than June 1, 2026, or at least fifteen

(15) days prior to the expiration of any required policy, whichever is earlier. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Shelter Operator shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies."

6. New Section 3.5.7 (Transition Obligations).

The following new Section 3.5.7 is hereby added to the Agreement immediately following Section 3.5.6:

"3.5.7 Transition Obligations.

3.5.7.1 Shelter Operator shall use best efforts to maintain continuous, uninterrupted Shelter operations through the Extended Expiration Date and to cooperate fully with City, the Funding Parties, and Rescue Mission Alliance in connection with any transition of Shelter operations. Shelter Operator shall not take any action or permit any omission that would materially disrupt Shelter services during the Extension Period.

3.5.7.2 Shelter Operator shall, upon City's written request, provide access to all records, data, files, and operational information necessary to facilitate an orderly transition of Shelter operations to any successor operator, including but not limited to: resident case files (subject to applicable confidentiality requirements and resident consent); vendor contracts and relationships; and documentation of Shelter policies and procedures.

3.5.7.3 Shelter Operator shall promptly notify City of any circumstance that may affect Shelter Operator's ability to maintain full operations through the Extended Expiration Date, including any material staffing changes, financial constraints, or facility issues. Shelter Operator's obligations under this Section 3.5.7 shall survive expiration or termination of this Agreement to the extent necessary to complete an orderly transition of Shelter operations."

7. Limited Amendment.

Except as expressly amended by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control.

8. Authority.

Each Party represents and warrants that the individual executing this Amendment on its behalf has full authority to do so and to bind such Party.

9. Counterparts.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid.

SIGNATURE PROVISIONS ON FOLLOWING PAGE

SIGNATURE PAGE TO AMENDMENT TO
CITY OF SANTA PAULA OPERATING AGREEMENT
WITH SPIRIT OF SANTA PAULA FOR OPERATION OF HARVARD SHELTER

CITY OF SANTA PAULA	SPIRIT OF SANTA PAULA
By: _____	By: _____
Dan Singer, City Manager	Kay Wilson Bolton, Executive Director
Date: _____	Date: _____

Approved as to Form:

By: _____

Monica Castillo, City Attorney

Attested By:

By: _____

Julie Latshaw, City Clerk

LETTER OF INTENT
REGARDING TRANSITION OF HARVARD SHELTER OPERATIONS
TO RESCUE MISSION ALLIANCE AND COMMITMENT TO
THREE-YEAR FUNDING PARTNERSHIP

_____, 2026

This Letter of Intent ("LOI") is entered into as of the date set forth above, by and among the following parties: Rescue Mission Alliance ("RMA"), a California nonprofit corporation; City of Santa Paula ("Santa Paula"), a California municipal corporation; City of Fillmore ("Fillmore"), a California municipal corporation; and County of Ventura ("County"), a political subdivision of the State of California. Santa Paula, Fillmore, and County are referred to collectively as the "Funding Parties." All parties are referred to collectively as the "Parties."

RECITALS

WHEREAS, Spirit of Santa Paula, a California nonprofit corporation ("Spirit"), has operated the Harvard Shelter located at 1498 E. Harvard Blvd., Santa Paula, CA 93060 (the "Shelter") as the primary year-round emergency homeless shelter serving the Santa Clara Valley, including the communities of Santa Paula, Fillmore, and the unincorporated area of Piru;

WHEREAS, Spirit is in the process of winding down its operations, and the Parties wish to support an orderly and effective transition of Shelter operations to a qualified successor operator in order to preserve uninterrupted shelter services for the homeless population of the Santa Clara Valley;

WHEREAS, RMA is a well-established California nonprofit organization with demonstrated experience in operating homeless shelters and providing supportive services;

WHEREAS, RMA has expressed its intent to assume operation of the Shelter, and the Funding Parties have expressed their intent to support such transition and to provide financial support for Shelter operations under RMA's leadership;

WHEREAS, the Funding Parties wish to confirm their commitment to RMA and to the continuation of Shelter operations, while acknowledging that the transition will occur through termination of Spirit's Operating Agreement and execution of a new Operating Agreement with RMA.

NOW, THEREFORE, the Parties express their mutual intent and commitments as follows, subject to the limitations set forth in Section 5 of this LOI:

1. INTENT TO SUPPORT TRANSITION OF SHELTER OPERATIONS

The Parties express their joint intent and support for the transition of Shelter operations from Spirit of Santa Paula to Rescue Mission Alliance, anticipated to be effective July 1, 2026 (the "Transition Date"). The Parties acknowledge that as of the Transition Date, Spirit will wind

down its role as Shelter Operator and RMA will assume responsibility for the day-to-day operation, management, and programmatic delivery of services at the Shelter.

The Funding Parties acknowledge RMA as the successor operator of the Harvard Shelter effective on the Transition Date, subject to the execution of a formal operating agreement between the City of Santa Paula and RMA as described in Section 2 below. The County and City of Fillmore acknowledge that, consistent with the existing Funding Agreement structure, the City of Santa Paula will serve as the contracting party with RMA and that County and City of Fillmore will provide financial support through the City of Santa Paula, as with the prior arrangements with Spirit.

The Parties further acknowledge and agree that the transition serves the public interest by ensuring continuity of homeless shelter services in the Santa Clara Valley and by placing the Shelter under the stewardship of an experienced nonprofit operator with the capacity to sustain and expand Shelter operations.

2. COMMITMENT TO THREE-YEAR FUNDING AGREEMENT

2.1 Intent to Enter Three-Year Funding Agreement. The Funding Parties express their intent to enter into a new, multi-year agreement to provide financial support for operation of the Shelter under RMA's leadership for a period of three (3) years, anticipated to cover fiscal years 2026-2027, 2027-2028, and 2028-2029 (the "Three-Year Funding Agreement"). The Three-Year Funding Agreement shall be subject to annual appropriation, governing body approval, and such terms and conditions as the Funding Parties may agree upon following good-faith negotiation.

2.2 Maintenance of Current Funding Levels. It is the intent of the Funding Parties to maintain financial contributions at levels consistent with those established for Fiscal Year 2025-2026 under the existing Funding Agreement (total not-to-exceed $700,000 per fiscal year, apportioned as follows: Santa Paula $200,000; Fillmore $150,000; County $350,000 matching), subject to annual budget review, governing body approval, and adjustment for demonstrated changes in actual operating costs. Nothing in this LOI shall obligate any Funding Party to appropriate funds beyond amounts approved by its governing body for any given fiscal year.

2.3 Operating Agreement with RMA. The City of Santa Paula expresses its intent to enter into an operating agreement with RMA as successor operator of the Shelter, on substantially the same terms and conditions as the existing Operating Agreement with Spirit of Santa Paula (as amended), as soon as practicable following the Transition Date and subject to Santa Paula City Council approval. Santa Paula shall provide a draft of the proposed operating agreement to the County and City of Fillmore for review as to consistency with the Three-Year Funding Agreement prior to execution.

2.4 Performance Expectations. The Three-Year Funding Agreement shall include performance expectations and accountability metrics for RMA substantially consistent with those established for Spirit of Santa Paula under the Funding Agreement and Operating Agreement, including metrics related to exits to positive destinations, housing plan development, length of stay, occupancy rate, and Coordinated Entry System enrollment. The Parties are committed to supporting RMA in meeting or exceeding these metrics.

3. COMMITMENT TO SEMI-ANNUAL MEETINGS

3.1 Semi-Annual Meetings. The Parties commit to holding semi-annual meetings among the RMA Executive Team and authorized representatives of the City of Santa Paula, City of Fillmore, and County of Ventura for the purpose of:

(a) Reviewing Shelter operational performance against established metrics;

(b) Assessing the adequacy of funding relative to actual and projected operating costs;

(c) Coordinating on any operational changes, expansion of services, or capital needs;

(d) Addressing any concerns regarding Shelter operations or the funding partnership; and

(e) Planning for any upcoming funding renewals or modifications.

3.2 Meeting Schedule. Semi-annual meetings shall be held approximately every six (6) months, with the first meeting anticipated to occur no later than sixty (60) days following the Transition Date. Meetings shall be convened by the City of Santa Paula, as the primary contracting party. All Parties shall use good faith efforts to ensure that senior staff or executive-level representatives attend each meeting.

4. ACKNOWLEDGMENT OF RMA AS SUCCESSOR OPERATOR

The Funding Parties hereby acknowledge and affirm:

4.1 RMA is recognized by the Funding Parties as the intended successor to Spirit of Santa Paula as the operator of the Harvard Homeless Shelter, effective on the Transition Date, subject to the execution of a formal operating agreement between Santa Paula and RMA;

4.2 The Funding Parties will work cooperatively and in good faith with RMA during the transition period and thereafter to ensure continuity of Shelter services and the success of the funding partnership;

4.3 The Funding Parties will use best efforts to complete all necessary agreements, approvals, and administrative processes in a timely manner to avoid any gap in financial support for Shelter operations following the Transition Date; and

4.4 RMA's assumption of Shelter operations is contingent upon RMA obtaining all necessary licenses, permits, insurance, and approvals required to operate the Shelter in accordance with applicable law and the requirements of the operating agreement to be negotiated with the City of Santa Paula.

5. NATURE AND LIMITATIONS OF THIS LETTER OF INTENT

5.1 This LOI reflects the good-faith intentions of the Parties and is intended to provide a framework for the negotiation and execution of formal, binding agreements. Except as expressly provided in the following paragraph, this LOI is not a binding contract and does not obligate any Party to enter into any particular agreement, expend any funds, or take any particular action.

5.2 Notwithstanding the foregoing, the commitment to semi-annual meetings set forth in Section 3 shall be binding upon the Parties commencing on the Transition Date, and each Party's representative executing this LOI represents that he or she has authority to make such commitment on behalf of his or her respective entity.

5.3 All financial commitments described in this LOI are subject to: (i) annual appropriation by each Funding Party's governing body; (ii) negotiation and execution of formal, definitive agreements; (iii) compliance with applicable law, including but not limited to the California Government Code; and (iv) approval of the City of Santa Paula City Council, City of Fillmore City Council, and County of Ventura Board of Supervisors, as applicable.

5.4 This LOI shall not be construed to create any third-party beneficiary rights in Spirit of Santa Paula, any resident of the Shelter, or any other person or entity not a party hereto.

5.5 This LOI shall be governed by the laws of the State of California. Venue for any dispute arising hereunder shall be in the County of Ventura.

5.6 This LOI may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed valid.

SIGNATURE PROVISION ON FOLLOWING PAGE

SIGNATURE PAGE TO LETTER OF INTENT
REGARDING TRANSITION OF HARVARD SHELTER OPERATIONS TO
RESCUE MISSION ALLIANCE

RESCUE MISSION ALLIANCE

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SANTA PAULA

By: _____

Dan Singer, City Manager

Date: _____

Approved as to Form:

By: _____

Monica Castillo, City Attorney

CITY OF FILLMORE

By: _____

Erika Herrera, City Manager

Date: _____

COUNTY OF VENTURA

By: _____

Dr. Sevet Johnson, County Executive Officer

Date: _____

Approved as to Form:

By: _____

Tiffany Israel, City Attorney

Approved as to Form:

By: _____

Franchesca S. Verdin, Asst. County Counsel

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Aminah Mears,

Subject: AGREEMENT WITH THE SANTA PAULA CHAMBER OF COMMERCE FY26-27

Date: June 17, 2026

Agenda Item: 12.D

RECOMMENDATION:

Staff recommends City Council:

1. Authorize the City Manager to enter into a professional services agreement with the Chamber of Commerce for FY2026/2027.

Presented by: Santa Paula Chamber of Commerce

BACKGROUND:

The relationship between the Santa Paula Chamber of Commerce (“Chamber”) and the City has become a strategic one that helps drive economic growth and community development and supports the City Council's adopted Strategic Plan. The Chamber represents businesses, advocating for favorable conditions and policies. This collaboration promotes tourism, local events and promotions, and fosters a sense of community.

In the past two years, the Chamber collaborated with City staff to continue programs such as the business roundtable sessions with local business owners, and conducted workshops with partners such as the Economic Development Collaborative (“EDC”) and Women’s Economic Ventures (“WEV”). In addition, a new partnership, called Business Connect, was launched to support regular site visits by the Mayor, City staff, and members of the Chamber to key local businesses in town.

In the latest contractual services agreement, the Chamber of Commerce’s scope of services included key components from the City’s Two-Year Strategic Plan. Members of the Chamber's Board of Directors will attend the meeting to report on those achievements and to present the goals for the upcoming fiscal year.

ANALYSIS:

As part of the proposed agreement, the Chamber will continue initiatives that support business engagement, economic vitality, tourism promotion, and community development. These efforts include the Business Connect Program, Business Roundtables, the City's AmeriCorps

Management Fellow program, support of the annual State of the City event, and coordination of community and business recognition events, including Cruise Night, Chamber Awards, Best of the Heritage Valley Awards, grand openings, ribbon cuttings, and Coffee with the Cops.

The proposed agreement includes expanded collaboration with the City on implementation of a Business Welcome Team and Business Welcome Toolkit to support business attraction and investment, as well as promotion of Santa Paula as a film-friendly destination through the Chamber's role as the City's official Film Liaison. In addition, the Chamber recently completed a feasibility analysis evaluating opportunities for a full-service Visitor Center. Together, these efforts support ongoing collaboration between the City and Chamber to evaluate opportunities that advance economic development, tourism, and community vitality goals.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

Funds for this professional services agreement have been budgeted for in the amount of $30,000 for FY26/27 under Economic Development GL 100-5-3002-223.

OPTIONS:

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

1. Direct staff to make further revisions to the Chamber's scope of work; or
2. Do not enter into an agreement with the Chamber of Commerce; or
3. Provide alternate direction to staff.

ATTACHMENTS:

Attachment 1 - City of Santa Paula Contractual Service Agreement 26-27.pdf
EXHIBIT A to Attachment 1 - Scope of Service - Santa Paula Chamber of Commmerce 26-27.pdf

CITY OF SANTA PAULA
CONTRACTUAL SERVICES AGREEMENT

ARTICLE 1. PARTIES.

THIS CONTRACTUAL SERVICES AGREEMENT (hereinafter the "Agreement") is made this July 1, 2026, (the "Effective Date") by and between the City of Santa Paula (hereinafter the "City"), a municipal corporation, with its principal place of business at 970 Ventura Street, Santa Paula, California 93060, and the Santa Paula Chamber of Commerce (hereinafter the "Chamber"), a California nonprofit corporation, with its principal place of business at 866 E Main Street, Santa Paula, California 93060. The City and the Chamber are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

ARTICLE 2. RECITALS.

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

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

ARTICLE 3. ENGAGEMENT AND SERVICES OF THE CHAMBER.

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

3.2 Term and Termination. The term of this Agreement shall be from July 1, 2026, to June 30, 2027, unless earlier terminated as provided herein. This Agreement may be terminated by either Party upon thirty (30) days written notice. Upon termination, the Chamber shall be compensated only for those Services which have been adequately rendered to City, and the

Chamber shall be entitled to no further compensation. In the event of early termination of this Agreement, Chamber shall identify expenditures of the City's payment to Chamber since the most recent Quarterly Report (defined below) and remit any unused funds allocated for future events or expenditures. Unused funds shall refer to any remaining balance from the total funds allocated by City to Chamber for the purpose of organizing, hosting, and providing the Services as outlined in Exhibit "A." The remittance of unused funds shall be paid to City within thirty (30) days of written notice of early termination. Chamber shall provide a detailed written explanation of the calculation and amount of the unused funds being remitted. This explanation shall be provided to City along with the corresponding remittance.

ARTICLE 4. RESPONSIBILITIES OF THE CHAMBER.

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

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

4.3 Accounting Records. The Chamber shall maintain complete and accurate financial records, including but not limited to, receipts and disbursements, with respect to all costs and expenses incurred by the Chamber during the Term of this Agreement. All such records shall be clearly identifiable. The Chamber, upon the City's request, shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement at the City's request.

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

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

4.6 The City's Representative. The City hereby designates the City Manager to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. The Chamber shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

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

4.11 Indemnity. The Chamber shall indemnify, defend, and hold harmless City, its officials, officers, employees, and agents from any claims, demands, causes of action, suits,

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

ARTICLE 5. RESPONSIBILITIES OF THE CITY.

5.1 Cooperation. The City shall cooperate with the Chamber relative to the provisions of the Services. To the extent permitted by applicable law, the City shall provide criteria and information in its possession, or reasonably obtainable by it, as requested by the Chamber, and shall make that information and related data available for the Chamber's use during the performance of this Agreement.

ARTICLE 6. COMPENSATION.

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

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

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

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

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

ARTICLE 7. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following pages]

Dated: _____

CITY OF SANTA PAULA
a Municipal corporation

By_____
Dan Singer, City Manager

Dated: _____

SANTA PAULA CHAMBER OF COMMERCE
a California nonprofit corporation

By _____
Elena Brokaw, Board Chair

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, Interim City Attorney

EXHIBIT A

CITY OF SANTA PAULA
CONTRACTUAL SERVICES AGREEMENT

Scope of Services

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

The scope of services includes, key components from the City of Santa Paula Two-Year Strategic Plan. The Santa Paula Chamber of Commerce will assist the city in implementing the Economic Development portion of the Strategic Plan. The Categories, Objectives, or Goals as outlined below.

B. - ECONOMIC DEVELOPMENT

Objective B2 – Regional Employment – Growth and attraction of regional employment hubs.

- **Business Connect Program –** The Chamber will continue implementing the Business Connect Program, a proactive outreach initiative designed to maintain regular engagement with key businesses throughout the city. The Chamber will serve as a liaison and facilitator between the business community and city departments, ensuring streamlined communication and access to municipal services, resources, and staff support. Through scheduled check-ins and relationship building, the program will identify and help remove barriers to business growth, address operational challenges before they escalate, and foster collaborative problem-solving between businesses and city leadership. This ongoing engagement strategy strengthens business retention by demonstrating the city's commitment to supporting established enterprises and ensuring they have the tools and support needed for long-term success.

- **Business Roundtables –** The Chamber will organize and facilitate bi-monthly business roundtable discussions bringing together representatives from diverse industry sectors including retail, hospitality, agriculture, manufacturing, nonprofits, and professional services. These structured sessions will provide business owners and managers with direct access to city leadership to share insights, voice concerns, discuss emerging trends, and offer input on policies and initiatives affecting the local business climate. The Chamber

will collaborate with City staff to prepare agendas, moderate discussions to ensure productive dialogue, document key themes and recommendations, and provide summary reports to city staff and elected officials. These roundtables strengthen public-private sector collaboration and ensure business perspectives inform municipal decision-making.

Objective #B3 – Downtown Enhancement- Develop guidelines which address architecture, landscaping, streets, and hardscape elements in partnership with the Property Business Improvement District (PBID).

- **Management of the PBID –** The Chamber will continue to serve as the management entity for the Property-Based Improvement District (PBID), providing comprehensive administrative oversight. Chamber management responsibilities include coordinating with the City on assessment collection, overseeing the annual budget and financial reporting, facilitating regular communication with property owners through meetings and reports, contracting with and supervising service vendors, and ensuring compliance with all PBID regulations and requirements. The Chamber will maintain transparent governance through its established Board structure while delivering measurable results that demonstrate value to district stakeholders.

- **AmeriCorps Management Fellow-** The Chamber will provide day-to-day management and supervision of one AmeriCorps member assigned to support PBID and Chamber operations. Chamber management responsibilities include: assigning meaningful work projects aligned with /PBID goals; conducting regular supervision meetings to provide guidance, feedback, and performance evaluations; integrating the fellow into the Chamber's organizational workflow and team culture; tracking project progress and deliverables; and coordinating with the City regarding the fellow's activities and outcomes. The Chamber will ensure the fellow is productively engaged in capacity-building work that advances the City's mission while developing their professional skills. The Chamber will split the stipend cost up to $7,500 for the program.

Objective #B4 – Marketing- Work with partners to invest in the marketing of Santa Paula collectively to promote Santa Paula to increase economic vitality.

- **Visitor Center Downtown –** The Chamber will maintain a self-service Visitor Center in the Public Works office in downtown Santa Paula with visitor information, maps and business brochures.

- **State of the City Address Support-** The Chamber will provide logistical support for the annual State of the City address by coordinating all food and beverage services for the event. Our responsibilities include selecting and contracting with caterers or local food vendors, managing menu planning within budget parameters, and overseeing setup and service during the event. The city will retain responsibility for all vendor payments and

invoicing. This coordination support ensures a professionally executed event that reflects positively on the city while showcasing local businesses when possible.

- **Grand Openings and Ribbon Cutting Ceremonies –** The Chamber will coordinate grand openings, ribbon cutting ceremonies, and milestone celebrations for new and existing businesses throughout Santa Paula. Chamber services include event planning and logistics, providing ceremonial ribbons and oversized scissors, inviting city officials and dignitaries to participate, coordinating media outreach to generate publicity, promoting events through Chamber communication channels and social media platforms, and facilitating networking opportunities during celebrations. These events generate visibility for businesses, attract community attention and support, create positive media coverage, and demonstrate the city's commitment to celebrating entrepreneurship and business growth.

- **Community-Wide Events** – The Chamber will plan and execute the 2026-2027 Cruise Night Series (5 events), Chamber Awards and Best of the Heritage Valley Awards, Coffee with a Cops series. The Chamber remains open to collaborating on other signature community events on a case-by-case basis, evaluating opportunities based on mission alignment, resource availability, and potential community impact, with a spirit of partnership whenever possible.

Objective #B7 – Business Attraction- Identify and attract businesses that create jobs, increase revenues, and provide services that meet consumer needs.

- **Business Welcome Team -** The Chamber will assist the City in establishing and coordinating a Welcome Team dedicated to supporting prospective businesses interested in relocating to or investing in Santa Paula. This team will serve as a concierge service to engage with potential business owners, assess their needs and goals, strategize solutions to address challenges or concerns, and streamline navigation through city processes including permitting, licensing, and site selection. The Chamber's role in the Welcome Team will be to facilitate connections between prospects, property owners, business leaders, and community resources, ensuring a positive and efficient experience that encourages business investment and demonstrates the commitment to economic development.

- **Business Welcome Toolkit -** The Business Welcome Toolkit, led and maintained by the City's Economic Development Department with support from the Chamber and community partners, will provide prospective business owners with essential information and resources to support informed relocation and investment decisions.

    - The Chamber will support the City's Economic Development Department in the development and ongoing enhancement of a comprehensive Business Welcome Toolkit. The Chamber's role will include providing information related to Chamber membership benefits and programs, local business networking opportunities, community events, and connections to business support resources that help foster a welcoming environment for prospective businesses.

    - The City will be responsible for providing and maintaining official city-related information, including permitting and licensing guidance, city services,

demographic and market data, available incentives, financing resources, key departmental and relevant partner organization contacts, an overview of available business services, and local and regional business incentives.

- The toolkit will be available in both English and Spanish; print and digital formats; and updated periodically to maintain accuracy and relevance for businesses considering Santa Paula as their location.

- **City Film Liaison -** The Chamber will serve as the City's official Film Liaison, acting as the primary point of contact for production companies, location scouts, and filmmakers interested in filming within Santa Paula. Chamber responsibilities include promoting the city as a film-friendly destination, marketing available locations and local resources to the film industry, facilitating communication between production companies and city departments, advising on the permitting process, and providing assistance with logistical needs such as location scouting and local vendor connections. The Chamber and City will actively work to increase filming activity in the city by developing relationships with film commissions, production companies, and industry professionals, showcasing the city's unique locations and small-town character, and maintaining a database of film-ready locations and local crew/services to support productions of all sizes.

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: June 17, 2026

Agenda Item: 13.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

The attached Future Agenda Items forecast identifies anticipated agenda items for upcoming Council meetings as well as Study Session topics and long-range discussion items. Placing this forecast on the agenda affords the Council and the public the opportunity to discuss such topics and to make any recommendations. It should be noted this is only a forecast and may change over the course of time or based on feedback by the Mayor and City Manager during review of future agendas.

ANALYSIS:

Should a member of the City Council wish to introduce a future agenda topic, it should be done in compliance with the Council's adopted Manual of Procedural Guidelines, Section 5.1. Items introduced by a member of the Council during a Council meeting requires a second and should be reserved for time-sensitive matters needing attention within the proceeding 45 day period.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

07.15.2026_Future_Agenda_Items_lm.pdf

Santa Paula City Council Tentative Agenda Schedule

	Special Meeting Wednesday, June 23rd and 30th (if needed) 5:00 pm	
	Closed Session: City Manager Review	
	Special Meeting Wednesday, July 15th TBD	
Admin	Committee/Commission Interviews	
	Regular Meeting July 15th – 6:30 pm	
Admin	County Fair Poster	
P&R	Parks & Recreation Month Proclamation	
P&R	Parks & Recreation Department Report	
Clerk	Committee/Commission Appointments	
Finance	Mid-Cycle Budget Report	
Admin	Staffing Modification Request for Water Enterprise	
Admin	Labor Agreements with outside Unions	
Admin	CM Contract Amendment	
Admin	Grants Update	
	STUDY SESSION TOPICS	
Finance	Development Impact Fees (DIF)*	3rd Qtr.
Admin	Municipal Code Update – Joint with Planning Commission	
Admin	No Smoking Ordinance	3rd Qtr.
CDD	Use of Triangle Property on Housing	4th Qtr.
CDD/PW	Impacts of Local Growth	3rd Qtr.
P&R	Park Host Program	4th Qtr.
PD & Legal	Electric Bike/Scooter Ordinance Options	3rd Qtr.
	FUTURE AGENDA ITEMS	
CDD	Central Business District Live Entertainment Ord 1339	3rd Qtr.
Legal	Fire MOU Amendment for Station 26	TBD
Admin	Code Amendment Introduce Ordinance – Ongoing	
CDD	Downtown Vacancies Ordinance *	3rd Qtr.
CDD	Downtown Parking Inventory Update *	3rd Qtr.
PW	Water & Sewer Rate Study	3rd Qtr.
CDD	Gateway Shopping Center CUP	3rd Qtr.
CDD	Remnant Parcel Annexation *	3rd Qtr.
PW	Plans and Specifications for Peck/Calpipe Street Improvement	3rd Qtr.
PW	Approve final design of bike trail extension, Telegraph Rd., and Roundabout	3rd Qtr.
Admin	Strategic Plan – 1 year Update	3rd Qtr.
Legal	Nitric Oxide Restrictions Discussion	3rd Qtr.

Activities associated with the Council's Strategic Plan*

Updated 6/11/2026