

CITY OF SANTA PAULA PROJECTS FUNDING AGREEMENT

This Project Funding Agreement ("Agreement") is between the COUNTY OF VENTURA, a political subdivision of the State of California ("County"), and the CITY OF SANTA PAULA, a municipal corporation of the State of California ("City"). County and City are sometimes individually referred to as "Party" and collectively as "Parties". This Agreement is effective on the date the Agreement is signed by both Parties ("Effective Date").

RECITALS

- A. WHEREAS, the County desires to provide funding in the amount of \$350,000 to support the completion of two (2) specific projects within the City of Santa Paula, and
- B. WHEREAS, the City is willing to accept such funding for the reimbursement of and/or allocation toward the expenses incurred for the completion of the two (2) projects in accordance with the terms and conditions set forth herein, and
- C. WHEREAS, the use of County General Funds is in accordance with the County Board of Supervisors' action on December 13, 2022, when the Board of Supervisors approved the use of County General Funds to replace the use of American Rescue Plan Act (ARPA) of 2021 funds for the previously approved list of projects, which included \$350,000 in total funding support for the City.

NOW, THEREFORE, in consideration of the Recitals hereof and the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

AGREEMENT

- 1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
- 2. **Description of Projects:** The City agrees to allocate the County funds toward the projects described as the Santa Paula Community Center Enhancements ("Community Center Project") and the Boys & Girls Club of Santa Clara Valley Renovation ("Boys & Girls Club Project"), both of which are located within the City of Santa Paula.

The Boys & Girls Club Project was completed in the Fall of 2023 and consisted of remodeling the boy's and girl's restrooms, including new water and sewer pipes and plumbing, new tile flooring, new faucets and fixtures, and new eco-friendly LED lighting.

The Community Center Project will include major renovations and upgrades to the restrooms, lobby, and auditorium, as funding allows. The City has not yet started the Community Center Project, but plans to start the design process once funding from the County has been provided. The Santa Paula City Council has approved \$100,000 in funding from the City's allocation of ARPA funding as matching funds to the County's support towards the project.

3. **Funding:** The County agrees to provide funding to the City in the amount of three hundred and fifty thousand dollars (\$350,000) to support both the Community Center Project and the Boys & Girls Club Project, with a minimum amount of one hundred thousand dollars (\$100,000) to be allocated to the Community Center Project. The County funds shall be disbursed in a single installment within thirty (30) days after the Effective Date.
4. **Use of Funds:** The City shall use County funds as needed for both reimbursement of costs towards the Boys & Girls Club Project and to complete the Community Center Project, in accordance with the scope detailed above in Section 2, Description of Projects, and Section 3, Funding, above.
5. **Project Oversight:** The City agrees to provide progress reports and updates in a timely manner as requested by the County, detailing the status of the Community Center Project, any issues encountered, and the expenditure of funds. The County reserves the right to conduct site visits or audits to ensure compliance with this Agreement. The City shall provide a complete and full breakdown of costs and expenditures for the already completed Boys & Girls Club Project and the Community Center Project, once complete, to the County, including a reconciliation of funding for the projects that detail the use of funds provided by the County.
6. **Term:** Unless terminated pursuant to Section 7, Termination, below, this Agreement shall commence on the Effective Date and shall continue until the completion of the Community Center Project and all reporting and oversight activities described in Section 5, Project Oversight, above, have been completed by the City to the County's satisfaction.
7. **Termination:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If the Community Center Project is unable to be completed for any reason, or this Agreement is terminated due to material breach of any provision herein, the City agrees to return to County a minimum of one hundred thousand dollars (\$100,000) within thirty (30) days of such termination.
8. **Defense and Indemnification:** The City agrees to indemnify, protect, hold harmless and defend (by counsel satisfactory to the County) the County, County Board of Supervisors, and its other officials, employees and agents, from and against any and all third-party suits, actions, claims, damages, losses, expenses, causes of action, demands, judgments, and liens arising out of or resulting from its performance or

failure to perform related to this Agreement.

9. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Notices: Formal notices between the parties shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the County and City as follows:

County:

County of Ventura
County Executive Office
Attn: Dr. Sevet Johnson
800 S. Victoria Ave., L1940
Ventura, CA 93009
(805) 654-3656 (TEL)

City:

City of Santa Paula
City Manager's Office
Attn: Dan Singer
970 Ventura St
Santa Paula, CA 93060
(805) 933-4201; ext. 201 (TEL)

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery.

11. Amendments: No amendment, alteration or variation of the terms or conditions of this Agreement shall be valid unless agreed to in writing by the County and City.

12. Entire Understanding of the Parties: This Agreement constitutes the entire understanding and agreement of the County and City for the County's funding and contribution to the City for support of the Projects.

13. Multiple Originals; Counterpart: This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

WHEREFORE, this Agreement has been entered into as of the Effective Date.

County of Ventura

City of Santa Paula

Authorized Signature

Sevet Johnson, PsyD

Printed Name

County Executive Officer

Title

Date

Authorized Signature

DocuSigned by:
Dan Singer

F1BE673A7E0240E...

Dan Singer

City Manager

May 1, 2024