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**Subject:**

Commercial Cannabis Retail

**Subject:** Commercial Cannabis Retail**Importance:** High

Wednesday, April 6, 2022

Ariston Julian, Mayor  
City of Guadalupe  
918 Obispo Street  
Guadalupe, California 93434

Re: Commercial Cannabis Retail

Dear Honorable Mayor and City Council,

I have been working in the Cannabis industry as a government affairs consultant since 2019. Prior to that, I spent 20+ years advocating for taxpayers, and private industry as Executive Director of the Santa Barbara County Taxpayers Association, and Santa Barbara Technology and Industry Association. During that time, I spent eight years serving on the Carpinteria City Council (2004 - 2012). With respect to my time on City Council, before, during, and after, I had many opportunities to work with members of the Guadalupe City Council, city staff, as well as members of the Guadalupe community.

Today I am reaching out to share my thoughts regarding your city's cannabis retail storefront program.

I have followed your city's process from the beginning and after taking time to review each of the five operators' applications, as well as listening to their presentations last month in your council chambers, I would like to provide you with my thoughts on which companies I believe are the best fit for the City of Guadalupe. However, before I do that, I need to provide full disclosure that one of your applicants is a partner of a business that has retained my services. The project I have been retained to assist on is located at 3823 Santa Claus Lane. The company is SCL, LLC dba "The Roots Carpinteria."

SCL, LLC applied for the retail license in the Toro Canyon-Summerland Planning Area and came in first place in a highly competitive, merit-based process that was developed by the County and HdL and scored by the County and HdL. They are now going through the County's review process

to secure a Coastal Development Permit. It is for this reason, precisely, that I believe "The Roots Guadalupe" is the logical choice for the City of Guadalupe. Before I explain why it is I believe this, I want to make a few important points and a few important observations.

First, I believe the city should award two retail licenses and not just one. I also believe it would be a serious mistake for the city to award more than two licenses. And that the city under no circumstances considers awarding five licenses. Some operators applying in Guadalupe favor an unlimited license market in Guadalupe. I couldn't disagree more. A limited license market is of higher value to an operator, their customers, and the cities in which the business operates. The value in a limited license market is exponential because without it there is no way to operate the business in a profitable manner due to the pressures that quickly form in an unlimited license market. And from the city's point of view, it is more advantageous to receive more revenue while spending less staff time and resources on regulation and enforcement. This is best achieved in a limited license market.

I want to share a couple of other quick observations. With respect to Slocal Roots Management dba "Root One", they did not include a revenue projection or financial report in their application. Wasn't that a requirement? As for Mr. Nice Guy, the company's \$20 million in gross sales projection in year one of opening in Guadalupe seems to me a rosy scenario. That would nearly match what Natural Healing Center in Grover Beach will do in its sixth year of operations in Grover Beach. And NHC does two-thirds of all the sales in Grover and is consistently the city's #1 or #2 sales tax generator. So, I would take their projections with a grain of salt. And Herb-n-Joy's numbers look rather ambitious to me as well. My point is I would caution your Council to be careful about companies promising you the moon to win a retail license. Because at the end of the day, a license might be all some of these companies are really after.

Now I want to focus on Roots Guadalupe, why I believe you have a great opportunity to gain from their natural ability to leverage the intrinsic future economic value of their Toro Canyon dispensary, and why it is significant and sets them apart from their competition. I want to restate it for emphasis, only The Roots Guadalupe's strategic affiliate, "Roots Carpinteria", applied for and won a retail license to operate a dispensary in one of Santa Barbara County's six (6) community plan areas. And they can and will use that synergy to add economic value to the City of Guadalupe above and beyond what their store in Guadalupe can and will do on its own. And I believe this is quite significant and offers the City of Guadalupe a tremendous economic opportunity.

The Roots Guadalupe, and Roots Carpinteria, are in essence coastal-based dispensaries. And this can and will provide residents and tourists of Santa Barbara County, especially in the Carpinteria Valley, and the City of Guadalupe, an exciting opportunity to learn more about the valuable environmental resources that exist at the Guadalupe Dunes and as made better understood by the local community and broader public by the Guadalupe Dunes Center.

As you all know, the Dunes Center is not only an environmental resource, it is an economic resource, as well as an environmental treasure trove that transcends the Guadalupe city limits in need of a wider network of exposure and financial support. Bringing the extraordinary educational value of the Dunes Center's natural treasures and unique history to the wider attention of the residents and visitors of the county has been one of the more important goals of the organization. Roots Guadalupe, and Roots Carpinteria, will be in a perfect position to do that if Roots Guadalupe is awarded a license in Guadalupe. And this is particularly so because the customers of the Roots Carpinteria dispensary are a natural constituency to learn about what the Dunes Center is all about, and are also the type of economic demographic the Dunes Center is in need of reaching out to and so it will prove to be of tremendous benefit to the Dunes Center's fundraising efforts. No other applicant in the City of Guadalupe can provide the Dunes Center with this type of synergistic economic opportunity.

Moreover, other synergistic business opportunities exist as well. Including the fact that Roots Guadalupe has a successful store operating in Lompoc, as well as the fact that Beth Thuna, COO of Roots Guadalupe, is the COO and majority owner of Higher Purpose Cannabis (HPC), which is a successful dispensary in Port Hueneme not to mention was also the first cannabis dispensary to open in that city. From a marketing perspective, there are several interesting community involvement and community investment avenues being explored by the companies to capitalize on these coastal geographical links (Port Hueneme, Carpinteria, Guadalupe) that can accrue to the benefit of the local taxing jurisdictions.


Moreover, also unique to Roots Guadalupe, if awarded a license to operate in Guadalupe, the store will open its doors and begin immediately serving its existing customers who currently live in Guadalupe, Orcutt, and Santa Maria. And even in Lompoc since their customers in that city will no doubt want to visit their new store in Guadalupe. No other applicant can credibly make such a claim. The Roots Dispensary has real analytics, and a well-thought-out Pro-forma using actual data from the immediate area and the region. This is important for your Council to consider as you make your decision. A final point about Roots Guadalupe. They are the only applicant that is a minority-owned, but also a WOMAN-LED company. Although I must say Beth Thuna is more than just a female entrepreneur. Beth is a true pioneer in the cannabis industry. And not only that, as partners in the Carpinteria dispensary, together with Maire Radis, a UCSB graduate and highly successful businesswoman in the Carpinteria Valley, and the majority partner in Roots Carpinteria, Beth and Maire can lay claim to having the only women-owned dispensary in all of Santa Barbara County. And as a team, they are a powerhouse!

In conclusion, and as I stated at the beginning, I believe it is in the best interest of the community to have two dispensaries operating in the city. This will allow for market discipline, which is only achieved through competition. Competition benefits the consumer, and this will be good for the city. To that end, I also endorse Element 7. In selecting Lupe Alvarez as their business partner, they've chosen a person of integrity and a proven commitment to the spirit of public service, and civic involvement. Both Lupe and Gustavo Alvarez are men of character. The citizens of Guadalupe

trust them and can take comfort in knowing they will not compromise the public's health and safety, or quality of life, nor undermine the interests of the public in pursuit of their own private financial interests. I have known and worked with Lupe on local and regional government issues for almost twenty years and there is not a more honorable public servant.

Thank you for considering my views on this important decision. And please don't hesitate to contact me should you have any questions.

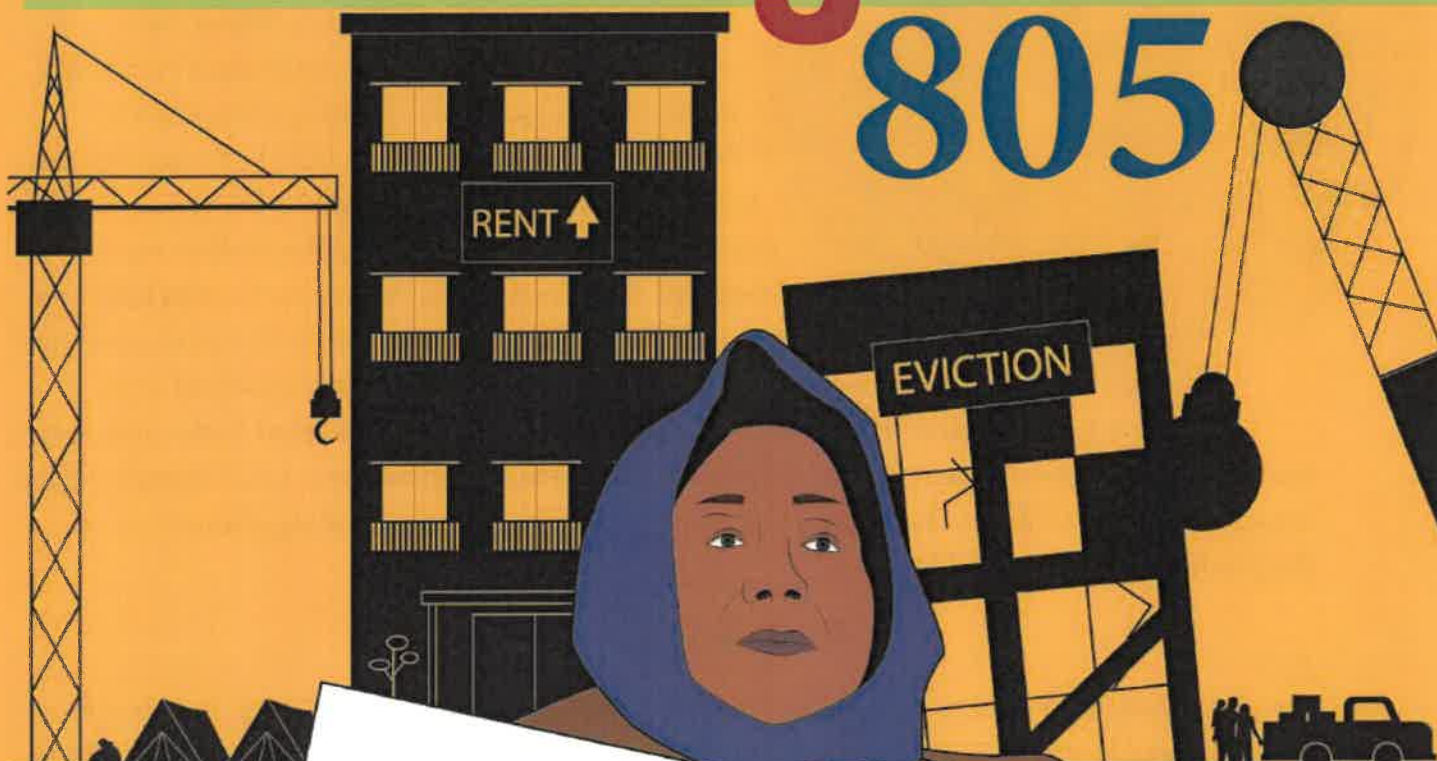
Best regards,

A handwritten signature in black ink, appearing to read "Joe".

Joe Armendariz  
Director of Government Affairs  
Armendariz Partners

# Housing Crisis

# 805



LAS FAMILIAS  
MERECEEN  SOBREVIVIR 



Cover Art by Adriana Arriaga

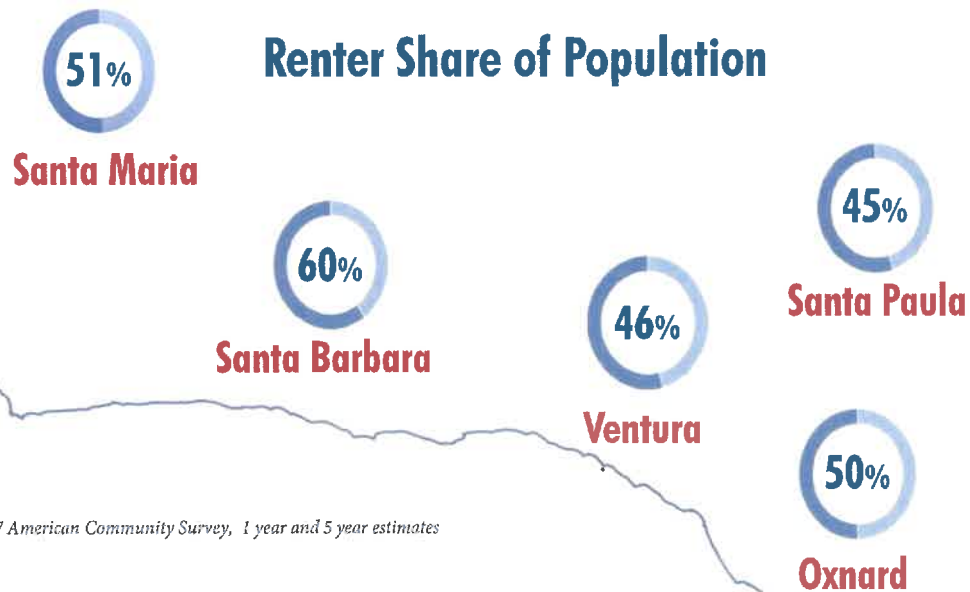
[www.causenow.org](http://www.causenow.org) • 2021 Sperry Ave. #9, Ventura, 93003 • 120 E. Jones St. #120, Santa Maria, 93454 • 115 Dean Dr. #C Santa Paula, 93060 • 4225 Saviers Rd #2., Oxnard, 93033 • 126 E Haley St. #A17 Santa Barbara, 93101 • (805) 658-0810

# A Snapshot of Renters in Ventura & Santa Barbara Counties

Renters make up a large portion of our community, yet the extreme housing crisis renters are currently facing is often overlooked due to lack of representation and visibility. Renters make up **51%** of the population in Santa Barbara County overall, and in the city of Santa Barbara nearly **60%** of the population. While renters are only **38%** of the population in Ventura County, some cities have much larger renter populations including Oxnard (**50%**), Ventura (**46%**) and Santa Paula (**45%**). Renters tend to have significantly lower voter turnout due to barriers like moving more frequently and being less likely to receive information about local issues. Renters in Ventura and Santa Barbara Counties are nearly **twice** as likely to be Latino compared to homeowners. The median income of a renter household in the region is about **half** of the median income of a household who owns their home, and renters tend to spend a far greater share of their income on housing than homeowners. Local renter occupied households are more likely to have children than homeowner households, and significantly more likely to have very young children.

## Methodology

CAUSE staff and volunteers surveyed 590 renters door-to-door during the summer of 2019, focusing on working-class and immigrant neighborhoods in Oxnard, Ventura, Santa Paula, Santa Barbara, and Santa Maria, to understand the impacts of the housing crisis on the most severely impacted renters in our community.



Source: US Census Bureau, 2017 American Community Survey, 1 year and 5 year estimates



## Santa Barbara County

## Ventura County

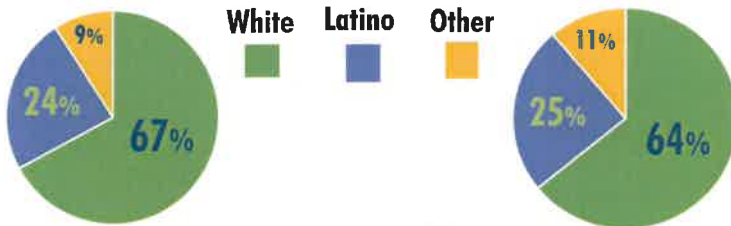
**\$53,341** Renter Median Income **\$58,656**

**\$98,900** Homeowner Median Income **\$100,365**

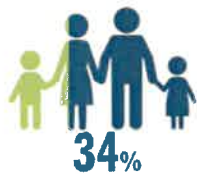
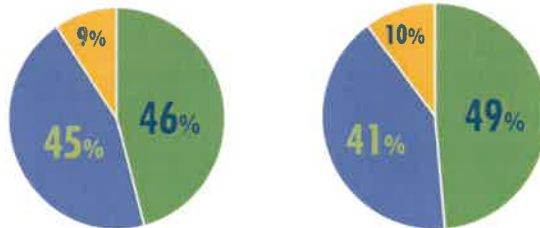
**55%**  **Cost-Burdened Renters**  **55%**  
(Over 30% of income spent on housing costs)

**29%**  **Cost-Burdened Homeowners**  **33%**

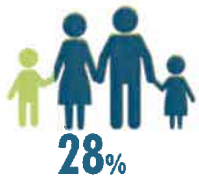
### Demographics of Homeowners



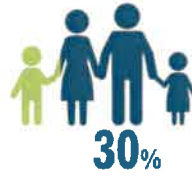
### Demographics of Renters



### Renters with Children



### Homeowners with Children



Source: US Census Bureau, 2017 American Community Survey, 1 year estimates



Renters in Our Survey	%
Single Family House	6%
Apartment in Small Complex	21%
Apartment in Large Complex	58%
Room within a House or Apt	14%
Trailer / Mobile Home	2%
Number of Tenants	%
Less than 5 people in unit	53%
5 or more people in unit	47%
7 or more people in unit	12%
10 or more people in unit	2%
Years Living in Unit	%
Less than 2 years	26%
Between 2 - 7 years	44%
More than 7 years	31%

The majority of our survey respondents lived in large apartment complexes, but many live in small apartments like duplexes or triplexes, rented single family homes, rooms they sublet from other renters, and trailers. Many had moved recently, showing the insecurity in the rental housing market, but over a third had lived in their current unit for over 7 years. Many lived in overcrowded conditions, with 12% of survey respondents living in a rental unit with 7 or more people.



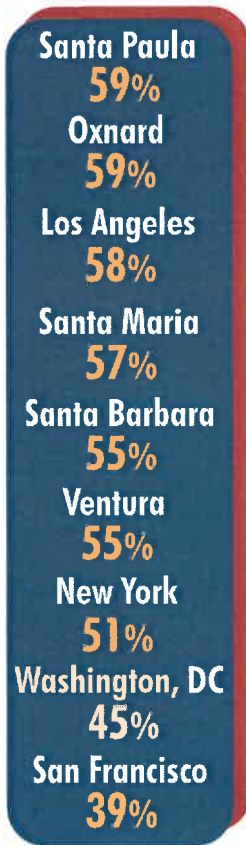
# The Growing Housing Crisis



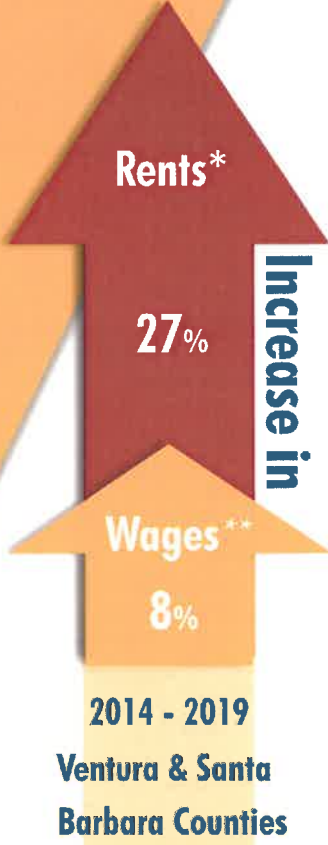
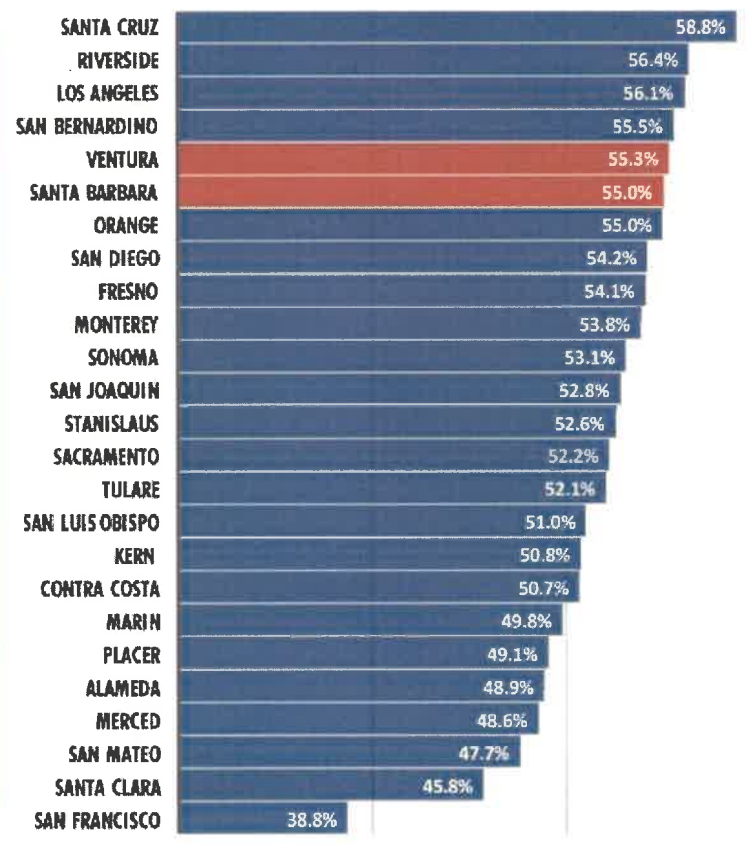
Renters are struggling to make ends meet in an increasingly dire global housing crisis. Particularly in desirable areas with access to economic opportunities, **housing costs** have skyrocketed far beyond the growth of **wages** for the average working person.

## Percentage of Rent Burden

### By City



### By County



Source: US Census Bureau, 2017 American Community Survey, 1 year and 5 year estimates

This crisis is particularly acute in the Central Coast, which has not benefitted from the growth of high-wage jobs in California's major urban areas, but has still experienced the ballooning price of land along the California coast. Working families in our low-wage industries like **agriculture** and **hospitality** are unable to afford million dollar home prices at poverty wages. The Central Coast has among the highest levels of **rent burden** in California, with 55% of renters in both Ventura and Santa Barbara Counties considered rent burdened in 2017, meaning they pay more than 30% of their incomes in rent.

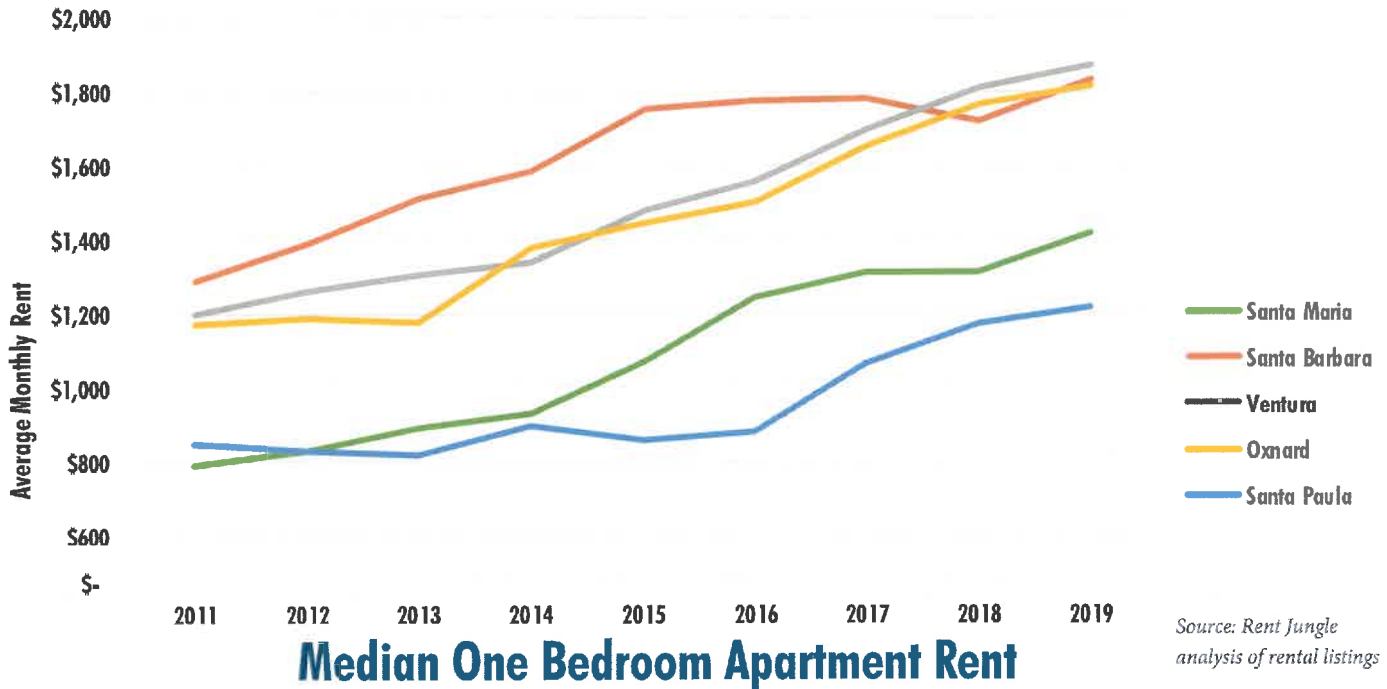
\*Zillow Rent Index, September 2014-September 2019

\*\* CA Employment Development Department, Q1 2014-Q1 2019





# Skyrocketing Rents



Over the past five years, leading real estate site Zillow shows overall **rental prices increasing by 27% in both Ventura and Santa Barbara Counties**. Meanwhile, the state Employment Development Department shows **median wages for workers increasing by only 8% in each county**. Another major real estate data service, Rent Jungle, shows similar results, with average rents posted for one bedroom apartments shooting up in recent years. Available one bedrooms in Ventura and Oxnard, historically more affordable, have risen to match the rental costs of apartments in notoriously expensive Santa Barbara. And Santa Maria, one of the more affordable cities in the Central Coast, has seen an increase in rents over 50% in just the last five years. A housekeeper earning average annual pay in Santa Barbara County would have to spend 74% of their income on rent just to live in a typical one bedroom apartment on the market in Santa Barbara. And a typical Ventura County farmworker would have to spend 80% of their income to rent a one bedroom apartment on the market in Oxnard.

## Stagnant Wages

### Santa Barbara County

### Ventura County

**Farmworker Median Annual Pay**

**\$26,289**

**Farmworker Median Annual Pay**

**\$27,083**

**Domestic Worker Median Annual Pay**

**\$29,745**

**Domestic Worker Median Annual Pay**

**\$31,427**



Source: CA Employment Development Department, 2019

# Roots of Housing Crisis



1880

The roots of today's housing inequities lie in the **exclusionary** housing policies of the past. For much of our region's history, people of color were densely confined to segregated neighborhoods like Oxnard's La Colonia and Santa Barbara's Eastside.

1920

During the region's first real estate boom in the 1920's, **restrictive covenants** on many new developments barred racial and ethnic minorities from owning homes in these neighborhoods. Some communities of color were intentionally demolished, such as the Tortilla Flats neighborhood destroyed to build the 101 freeway through Ventura.

1945

As the Central Coast boomed again after World War II with suburban developments and federal assistance for new homebuyers, people of color trying to buy homes in new neighborhoods or obtain **mortgage loans** from banks were often met with refusal and discrimination. Even after the Civil Rights Era, communities like Oxnard and Santa Maria saw sudden "white flight" as they racially integrated, leading to declining land values and tax bases. The region saw re-segregation through economic practices and land use policies, even as racial segregation was legally banned.

1968

During this period, the housing market skewed towards building large luxury homes through **exclusionary zoning** paired with a loss of federal funding to construct affordable housing. Financial institutions began to lure families into ever greater household debt to afford larger and more expensive homes. When this unsustainable pattern crashed in 2008, taking the global economy with it, homeownership dropped and never fully recovered. In particular people of color, who were more likely to receive **predatory subprime mortgages** and experience **foreclosure** during the crash, suffered a severe collapse of household wealth and homeownership.

1980

2008

This legacy of denying housing opportunities to people of color lives with us today. Santa Barbara County and Ventura County continue to have large disparities between homeownership rates among Latino and white households. In particular, the city of Santa Barbara has one of the largest racial disparities of homeownership in the state, with only 22% of Latino households owning their homes compared to 52% of white households according to Census data.



2011

**We face a historic shortage of affordable housing during one of the worst housing crises in our history.** After the 1970's, the Nixon and Reagan administrations effectively ended the era of public housing construction in the United States, shifting federal housing funds to Section 8 vouchers, subsidizing low-income tenants to compete with other renters for the existing stock of housing in the private market, rather than funding the construction of new permanently affordable units. California primarily financed new affordable housing through its Redevelopment Agencies, which were collapsed by Governor Jerry Brown during the years of budget cuts following the Great Recession.

**Over decades, our communities have experienced a growing imbalance of housing,** with cities mostly permitting subdivisions of large single-family homes, and rarely building new affordable housing. However, wealthier residents continue to depend on services in shops, restaurants, cleaning, and personal care that pay low wages, without nearby housing affordable for low-wage workers.

**As Millennials enter the housing market, the largest and most diverse generation in American history is largely a generation of renters,** with homeownership out of reach, and an insecure, quickly-changing job market that often requires flexibility to move to new cities. This creates booming demand for any available rental housing in urban centers along the coasts and near universities, where 21st century job opportunities are increasingly concentrated.

Now

**Meanwhile, large financial institutions are entering the rental market like never before, speculating on the future of valuable land in areas like the coast of California.** Global investors are purchasing single-family homes and apartments formerly owned by small local landlords. Many buildings in older neighborhoods that were historically more affordable have been purchased for renovations and rent increases. Many of these working-class and immigrant neighborhoods are seen by investors as having untapped market potential for gentrification, converting the shrinking supply of older affordable housing into more high-cost rentals.

**Historic exclusion from homeownership places communities of color directly in the path of devastation from the out-of-control spiral of rental prices.** As affordable rental housing becomes increasingly scarce, with fierce competition for available units, immigrant families in particular often find themselves last in line, facing barriers from language to citizenship status to discrimination. Our study focuses on these families, caught in the perfect storm of today's housing crisis in the Central Coast.



# CAUSE Youth Collecting Renter Surveys



Canvassing in Santa Barbara



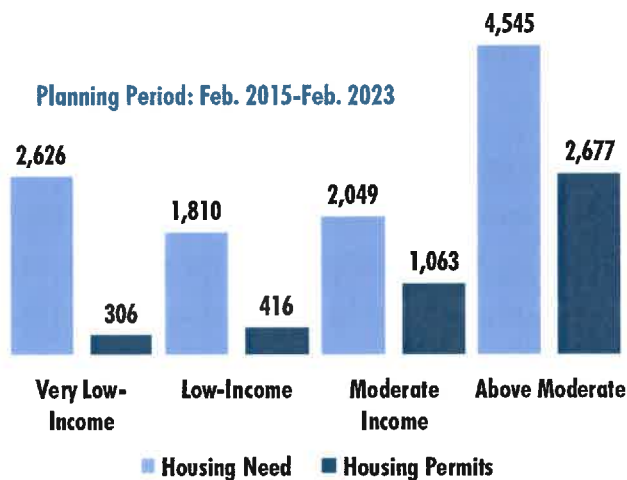
Canvassing in Oxnard



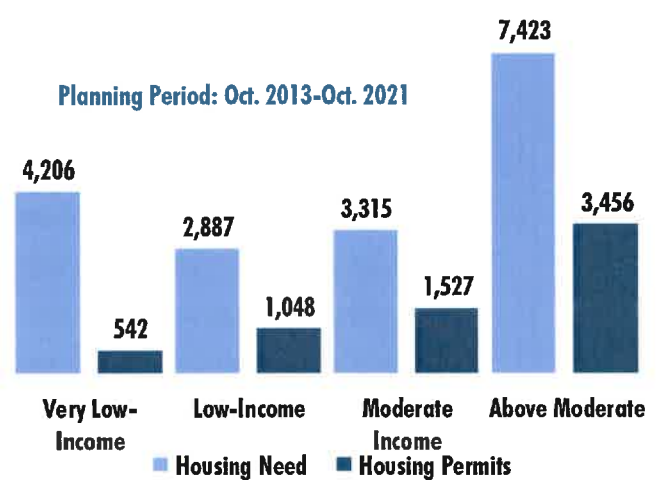
Canvassing in Santa Maria

The state of California and associations of local governments estimate how much housing cities will need for their populations and workforces at different income levels. While our region has built less than 40% of its projected housing need during the current planning period overall, we have built a much tinier fraction of our needed housing affordable for low-income and very low-income residents. Because income guidelines are based on median incomes in a region with vast economic inequality, “low-income” is defined as \$63,700 in Santa Barbara County and \$83,700 in Ventura County for a family of four.

## Santa Barbara County



## Ventura County



Source: California Department of Housing and Community Development, Regional Housing Needs Assessment



# What does the Housing Crisis mean for

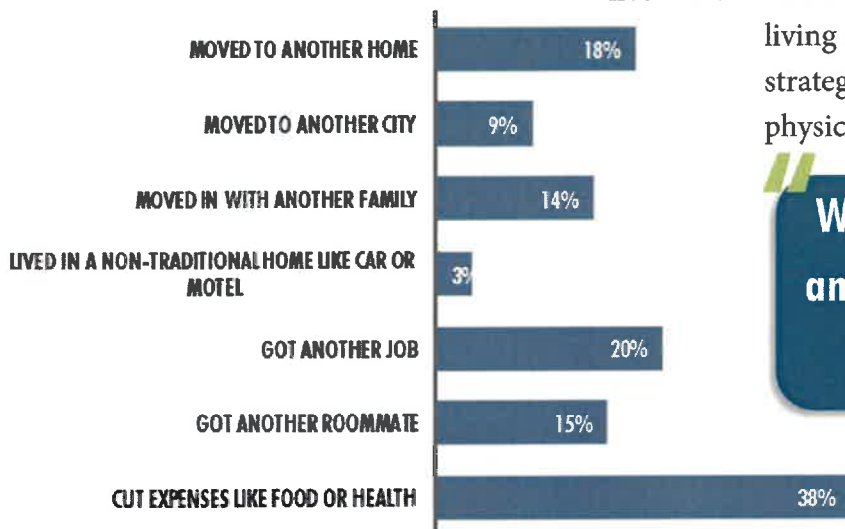
# Local Families?

For thousands of working families in Ventura and Santa Barbara Counties, wages are far below the income needed to pay rising rent for even a modest

apartment. As costs have grown while wages have remained stagnant, families have had to take difficult measures to survive. Many in our survey had to move from their neighborhoods, take on additional jobs, or cut down on expenses such as food and healthcare. Some had to live in non-traditional housing arrangements like sleeping in

living rooms and cars. Many of these survival strategies negatively impact a family's long-term physical or mental health, safety, and well-being.

## Surviving the Housing Crisis



When families face this imbalance and are foregoing basic necessities, **rent** eats before them.

**Rob Fredericks**, Executive Director  
Santa Barbara Housing Authority

## Searching for Housing in Santa Maria

Francisca is a farmworker who has lived on the west side of Santa Maria with her family in the same two-bedroom apartment since 2012. She suddenly received an eviction notice when her landlord decided to convert her building into bunker-style housing for seasonal farmworkers under the H-2A guestworker program. Because federal requirements for the H-2A program only require 100 square feet per worker, landlords can make much higher profits renting to agricultural companies using the H-2A program than to local farmworker families. After receiving the notice, Francisca found that her neighbors had been evicted for the same reason.

This sudden eviction left Francisca and her family without a secure place to live for almost a year, forcing them to live on a couch, a shed, and even a dollhouse in the backyard of an already crowded house. Francisca says it was the hardest thing her family has ever had to go through, and affected her children's mental health as well as their grades in school.

Francisca applied to over 25 different apartments, but over and over was charged non-refundable application fees, only to receive a call back later saying that they did not take children or that her family was too large for the apartment. After finally finding a new home, renting on a month-to-month basis, Francisca still lives in fear that another eviction notice could leave her family without a home again.

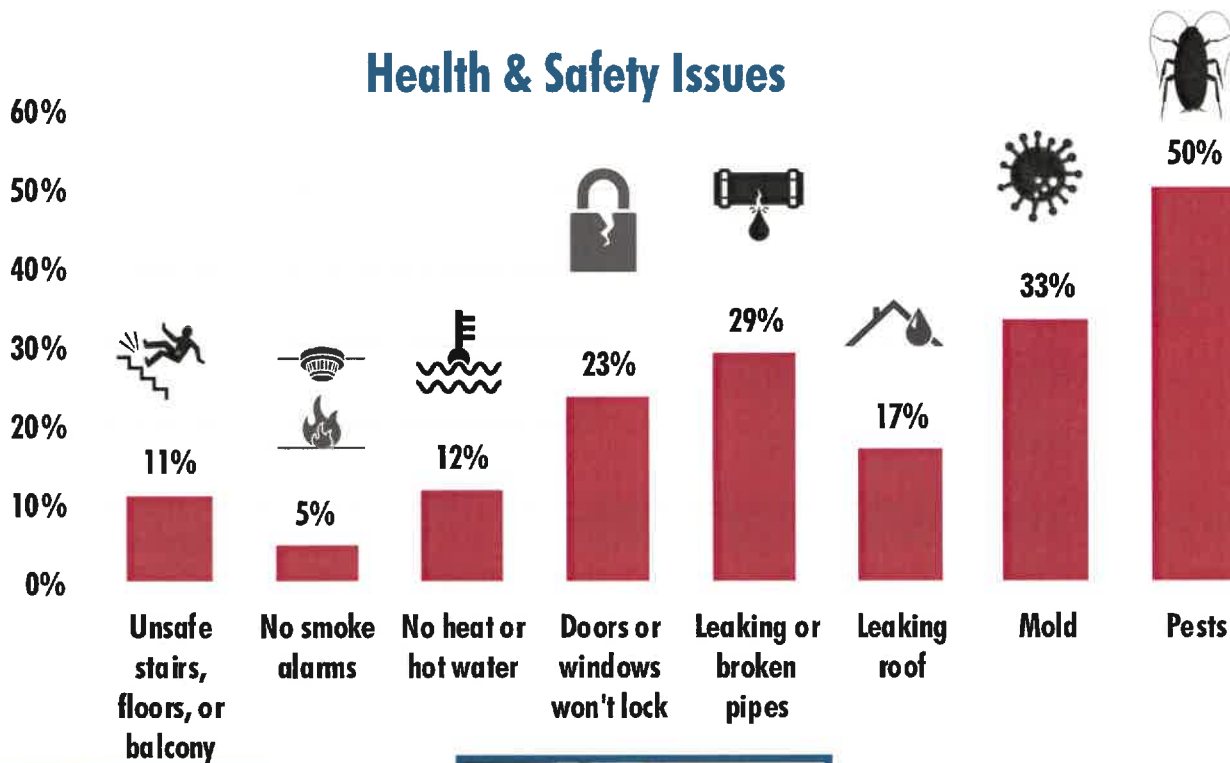
Francisca joined CAUSE in early 2019 and became a strong advocate for tenant protections, including an ordinance requiring tenant displacement assistance when landlords convert homes into seasonal H-2A bunkers.



# Compromising **Health & Safety** for Affordability

With a scarcity of affordable homes available, and fearing an eviction notice or rent increase could come at any time, too many renter families, particularly low-income and immigrant households, accept unsafe or unhealthy living conditions. **75% of renters in our survey had experienced one or more habitability issues** in the past five years including pests, mold, leaks, lack of heat or hot water, and dangerous stairways and balconies. **Less than half reported the issue and had it fixed.** Many feared reporting to their landlords. Some reported the issue and were ignored. Others tried to fix it themselves or simply lived with the issue.

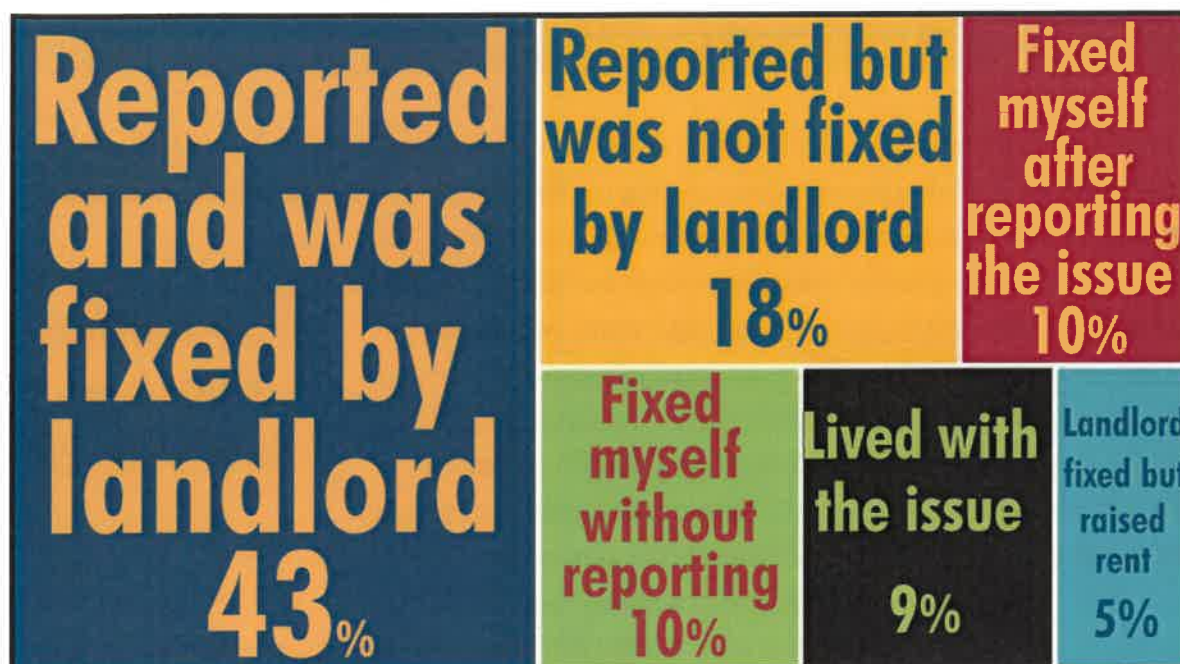
## Health & Safety Issues



*Renters speaking at Santa Barbara City Council*



## Responses to Habitability Issues



### Unlivable Housing in Oxnard

The Rodriguez family lived on the 500 block of Cuesta del Mar Dr. in South Oxnard, where many farmworker families come from indigenous communities in Southern Mexico. Indigenous families often face discrimination and barriers to speaking up about some of the most difficult and unsafe housing conditions. From 2013 to 2019, the Rodriguez family endured serious cockroach and rat infestations in their small apartment.

Maribel was 13 at the time they moved in and encountered the pest infestations immediately. Her parents were both farmworkers who spoke neither English nor Spanish, and had difficulty getting the landlord to fix anything. Maribel became the voice of the family, interacting with the landlord on their behalf. The landlord continued to reassure her that the issue would be addressed, but for six years, no exterminator or handyman ever appeared. Their microwave stopped working and stove was failing, making daily life difficult. They often had to throw away what food they could afford due to the roaches and rats. When the front door wouldn't close and the landlord failed to fix it, Maribel's father began to pay for repairs out of his own pocket.

Eventually the landlord began telling them that repairs would have to come out of their deposit, and unfortunately their deposit wasn't enough to pay for the repairs, so they couldn't fix anything. Because this one-bedroom apartment shared among six people was one of the only places they could afford, the family continued to endure the unsafe living conditions.

However, when they suddenly received a \$300 rent increase, they were forced out. When the Rodriguez family left, the landlord refused to give them their deposit, saying they needed it to renovate the apartment for a new tenant. Maribel knew her rights were being violated because she had become involved as a youth leader with CAUSE, and asked for help writing a letter that she presented to the landlord. "As soon as they got the letter, they didn't even open it and gave us back most of our deposit." She is proud that her family had learned their rights and got their money back, but sad that many neighbors were still taken advantage of.

Maribel is now 19, and although her family has moved into a much better apartment, she continues to advocate for other families in Oxnard. "I think that more people need to know about their rights and that laws need to be placed to protect families so it doesn't continue to happen."



# What happens when you lose your home?

Renter households are increasingly living in fear of losing their homes to evictions or sudden rent increases. In our survey, **15% of tenants had experienced an eviction** in the past five years, and **43% of tenants had experienced a drastic rent increase of over \$100/month** at one time. This often occurs when a new company or owner buys their building from the current landlord with an intent to renovate and raise rents, or remove tenants who they see as undesirable. The most common causes for eviction in our survey were the property owner making renovations to the building, wanting to bring in different tenants, or simply not providing a reason. Some evicted tenants cited not being able to keep up with rent increases, or being evicted for giving birth to more children. Of the survey respondents

**15%** of Surveyed Tenants were **Evicted** in the Past 5 Years

**43%** of Surveyed Tenants Received an **Extreme Rent Increase** in the Past 5 Years

who reported a major (over \$100) rent increase over the last five years, about half were given no reason. For others, they were receiving an annual increase every year, the owner said they were keeping up with the rising market, or the rent increase came after renovations or new ownership of the building.

Until the passage of **AB 1482** in 2019, California law allowed landlords to evict anyone without giving a reason or conduct unlimited rent increases as long as they provided 60 days notice. Now, state law will cap rent increases at 5% plus the annual rate of inflation per year and limit evictions without a Just Cause. However, many types of evictions such as evictions to renovate or convert a building are still allowed, and the maximum annual rent increases under AB 1482 are still enough to force many families out of their homes.

When a family suddenly loses their home, they often struggle to find a new one, and can experience homelessness in the interim. Many of the households in our survey had faced significant **barriers when looking for housing**. The most common barriers to finding housing were **credit checks** (33% of respondents) and **application fees** (28%). However, many had encountered illegal discriminatory practices, such as 22% reporting difficulty with landlords that **did not accept children**. Others faced barriers linked to immigration status, such as not being able to provide a **social security number** on applications. Some struggled with landlords **not accepting Section 8** housing vouchers, which will now be banned under the new state law **SB 329**.



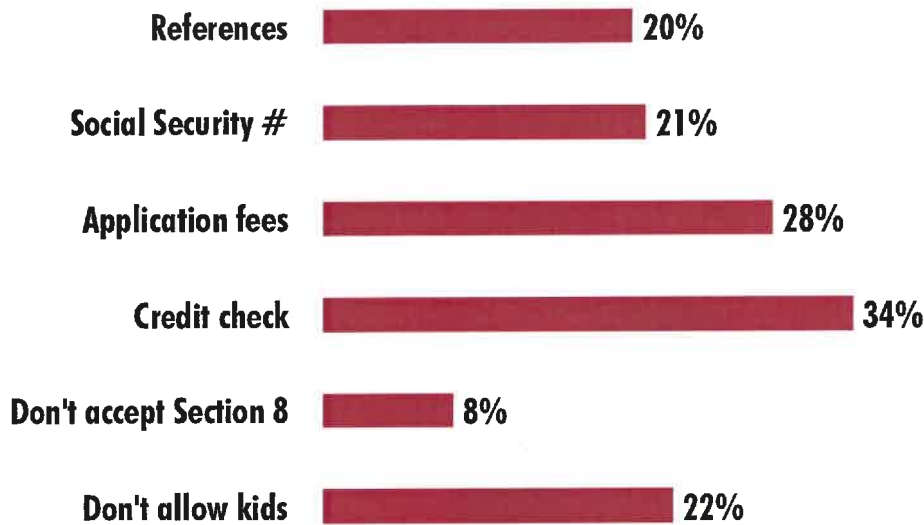
*Renters protesting and marching against evictions in Santa Barbara*





Most local housing authorities have waiting lists of thousands of people who have been waiting for many years for a chance at a quality affordable home. For families excluded from subsidized housing due to their immigration status, the barriers to finding housing are even higher.

## Barriers to Finding Rental Housing



**Housing Authority Waitlists**

Santa Barbara County  
5-7 years

Santa Barbara  
5-7 years

Ventura  
5-10 years

Oxnard  
7-10 years

Santa Paula  
8 years

## Housing Insecurity in Ventura

Maria is an undocumented single mother and survivor of domestic violence, who like many other mothers is on the front lines of the housing crisis. Her daughter, still in middle school, suffers from severe mental health issues, remnants of the past domestic abuse. Having resided in Ventura for over 24 years, more recent circumstances led Maria to live with her daughter in a small RV that was located in the Victoria Mobile Home Park. However, after 3 years, in April of 2019 her landlord informed her that they had just 30 days to move out. "They told me it wasn't an eviction because technically I have an RV and they were just choosing not to renew the contract." However, she knows that they were being kicked out because some neighbors complained about her mentally ill daughter. "I can only work part time because I have to be here for my daughter, but they are discriminating against us because she has problems that many don't understand." She also sees a link between the increased rent and gentrification in her neighborhood. "They have a new Starbucks nearby now and all of the sudden rent is going up."

*Source: Data requests from local housing authorities, October-November 2019*

They began an arduous search for housing. After spending a few nights on the street, a generous co-worker realized their situation and took them in, while Maria desperately searched for a place. Many places didn't want children, and because Maria is undocumented, she had difficulty establishing credit. She reached out to low-income housing programs, but the wait was upwards of 5-10 years, "I was told that there's no emergency assistance here in Ventura like in other places, so I had to wait many years before they could help me because the need is so great." She also didn't qualify for other assistance because her daughter was 13 years old and was told the cap to help mothers was 12 years old. "It definitely took a toll on our health, our already struggling finances and our well-being."

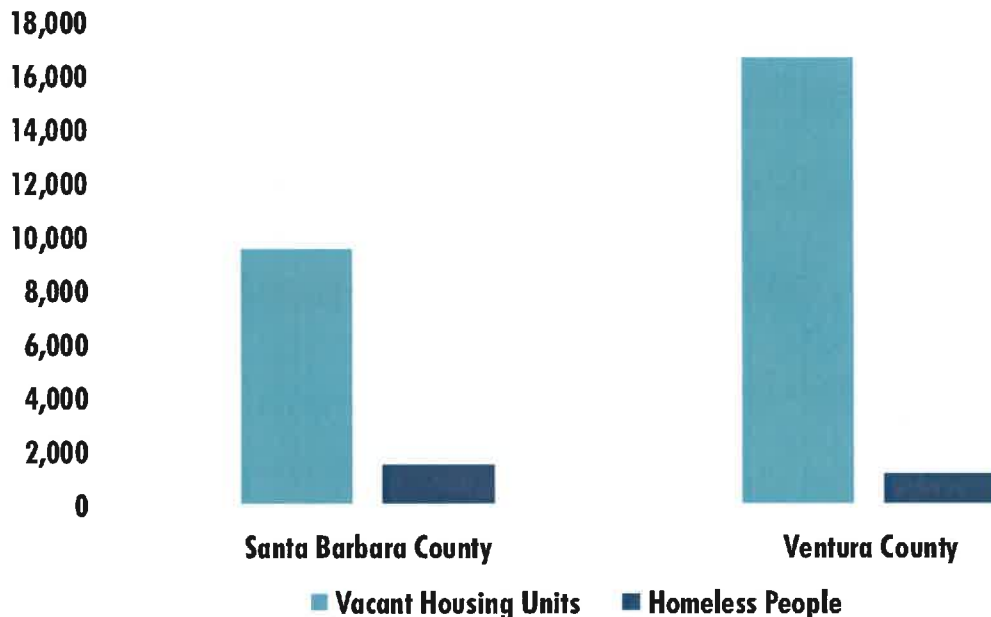
Maria was finally able to sell her RV and is currently renting a room she found after half a year of searching. She continues to care for her daughter and advocates for change as a member of CAUSE. "I think that we need to have protections from landlord abuse and to have emergency housing assistance for families here in Ventura."



# Unsheltered in the Central Coast

There are far more vacant housing units in our region than the number of people without homes. The most recent housing data from the US Census Bureau in 2017 estimates over 26,000 empty units, approximately ten times the number of people in the 2017 homeless counts for Ventura and Santa Barbara Counties (including those living in shelters and on the street). Although the 2019 count shows the number of unsheltered people locally has climbed by over 1,000 in just the past two years due to the housing crisis, this is still dwarfed by the number of empty homes in the Central Coast.

## More Empty Homes than Homeless People



Source: Ventura County and Santa Barbara County Point-in-Time Homeless Count 2017, US Census Bureau 2017 American Community Survey 1 Year Estimates

Supportive Housing is the best way to end the most persistent and acute homelessness.

**Emily Allen**, Director of Homeless and Veteran Impact Initiatives  
United Way / Homes for Good Santa Barbara County

## Homelessness is Local

In the 2019 Santa Barbara County Homeless Point-In-Time-Count & Survey, 77% of respondents said their most recent permanent address was from Santa Barbara County, and 76% said in Santa Barbara County is where they first became homeless.

Santa Barbara County has the state's highest share of K-12 children experiencing housing insecurity, including living in shelters, cars, motels, or with other families in living rooms or garages, according to the California Department of Education. The lack of affordable and supportive housing can turn a one-time crisis such as an eviction into a cycle of homelessness, mental and emotional instability, and difficulty finding jobs or housing.



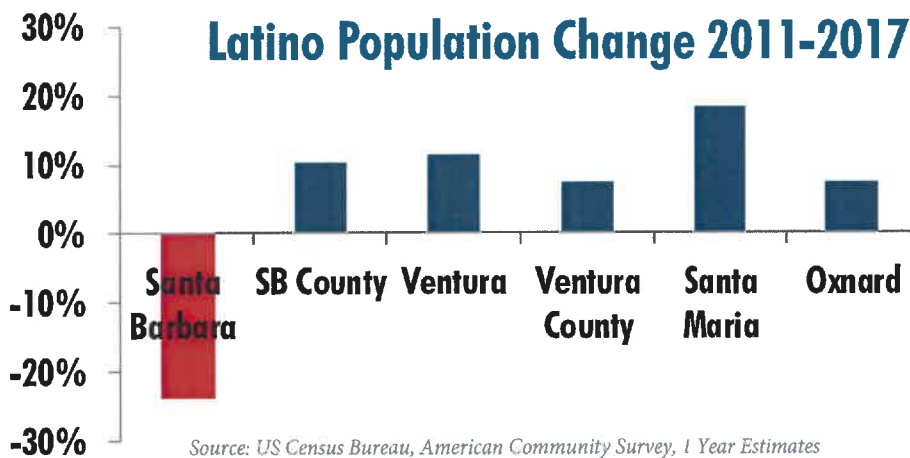
# Gentrification & Displacement

Although the housing crisis is affecting communities across the globe, some neighborhoods are experiencing particularly sharp increases in housing costs due to a speculative cycle called gentrification. These neighborhoods are typically places that once had relatively low housing costs due to racial stigma, being associated with poverty, crime and pollution, and lack of quality services and amenities. However, **neighborhoods experiencing gentrification often have had a “discovery” by real estate investors and higher-income newcomers** of assets that had previously been unrecognized or undervalued, such as their walkability or transit access to job centers, rich cultural and artistic communities, and historic architecture.

**Gentrification can cause a spiral of speculation**, where new rebranding and marketing of the area causes a boom in demand for housing in the neighborhood, resulting in new development of luxury housing, high-end restaurants, grocery stores, bars, and cafes, which in turn raise land values surrounding them. **Investors rush to buy real estate in the area before their competitors, bidding up land values as they speculate on the future desirability of the neighborhood.** Landlords in gentrifying neighborhoods who see their properties quickly grow in market value face a strong incentive to either sell their building for a large profit or raise rents to attract new higher-income tenants.

In the Central Coast, the Eastside and Westside of Santa Barbara, Old Town Goleta, and the Westside of Ventura, are facing the greatest gentrification pressures. These neighborhoods are near major employers and are seeing rising demand among higher-income professionals for their cultural and

artistic assets, walkable urban planning, and historic housing stock. Their relatively low levels of homeownership put longtime residents, primarily working-class and immigrant families, at severe risk of displacement. **Santa Barbara in particular has seen a 24% decrease in its Latino population** since its peak in 2011, with many families moving to more affordable locations like Ventura, Oxnard, Lompoc and Santa Maria.



CAUSE leaders at Santa Barbara City Council

Displaced families face disruption to their jobs and children’s schools. They may spend more time commuting, replacing lower housing costs with higher gas, insurance, and car repair costs, as well as higher stress and less time with family. Moving away from churches, activities, friends, and extended families means a loss of social support. Families can also lose access to community resources, such as Santa Barbara’s high-quality schools and community college, robust public transit, and strong network of nonprofits.



# Who is Most at Risk



*Renters learning about their rights at a workshop in Santa Maria*

Looking at households in our survey who experienced evictions and rent hikes, we saw fairly consistent results according to age, gender, household size, type of lease, and type of housing unit.

However, one standout trend was that female survey respondents and large households were more likely to face eviction. Women made up 63% of survey takers, but 74% of those who reported being evicted in the last five years. Households with five or more people made up 47% of the sample, but 64% of those who had been evicted. Anecdotally, some tenants believe that low-income immigrant women with “too many children” can be seen as undesirable tenants and targeted for eviction.

## Pushed Out by Gentrification in Santa Barbara

The lower part of Voluntario Street in Santa Barbara’s Eastside has been a hotbed of gentrification. Seeing below market rate rents, large companies have begun to purchase, aesthetically improve, and rebrand apartment complexes in order to raise rents. The Voluntario Apartments are one of the latest examples, now rebranded as the Beachwalk Townhomes after they were painted black and white to appeal to a different clientele than the immigrant, working class families who reside there.

Outraged residents reached out to CAUSE, feeling that the rent increases they faced (one resident’s rent increased from \$1,600 to \$2,400) was not reflected in the improvement of the 20+ unit apartment complex, other than the slather of paint. At least six families had to leave because of the rent increases, one of the families moving to Las Vegas, Nevada to continue working as a domestic worker and another to Arizona after they faced retaliation from their manager who called Immigration and Customs Enforcement on them.

Residents like Sandra Alvarado organized with their neighbors to advocate for tenants’ rights and share their experience with City Council, representatives of the California State Assembly and Senate, and even participated in a mediation with their property management’s attorneys using the city’s Rental Mediation Task Force.

As corporate investors continue to seek higher profits at the expense of local renter families, leaders like Sandra continue to organize and call for stronger tenant protections. Their efforts helped advance a 6-1 city council vote supporting a Just Cause Eviction Ordinance in city of Santa Barbara.



# Why Don't Tenants Speak Up?

Some of the issues shared in our surveys violated tenant protection laws. Others caused severe hardship for renter families. Yet this suffering often happens in silence and invisibility. Why don't tenants speak up more? **Many renters feel an imbalance of power with their landlord**, who can choose to raise rent or evict them, creating catastrophic consequences for their family. Increasingly, small local landlords who have face-to-face relationships with their tenants are disappearing, as properties are bought by large real estate investment firms who have much less accountability to the communities where they own property.



CAUSE grassroots leaders at Ventura City Council

In California's tight housing market, finding a new place to live can be extremely difficult, especially for immigrants, families with small children, people with disabilities, people with limited English proficiency, or people with low incomes and little savings to pay application fees, deposits, and move-in costs such as those in our survey. **Many accept unsafe or unhealthy conditions rather than raise those issues with their landlord and risk a retaliatory rent increase or eviction.** This fear causes day to day stress that many tenants live under, especially in neighborhoods where they see other buildings being sold and redeveloped and higher-income residents moving in. Tenants are far less likely to have access to an attorney or legal counsel than landlords, and far less likely to know their rights under California law. Tenants who live on a month-to-month lease, or an informal arrangement without a written lease, are especially vulnerable to sudden changes.



Renters rights forum in Oxnard

**35%** of the tenants we interviewed were in a **month-to-month lease**, and **19%** had **no formal written lease** at all. **49%** of tenants in our survey say they were **never informed of their rights** by their landlord. Although the majority of renters we surveyed had healthy relationships with their landlords, many reported problematic interactions. **23%** of tenants interviewed said they or other tenants have been **ignored** by their property management on multiple occasions. **18%** said they or other tenants have felt **offended** by how their landlord interacts with them. **14%** have felt **intimidated** when speaking to their property owner, and **11%** have felt **discriminated against**.

Under the pressure of the housing crisis, tenants are often living in stress and fear about what could happen to their household in the future. **37%** said they were somewhat to extremely **worried about being evicted**, while **65%** reported being somewhat to extremely **worried about their rent being increased**.



# How Local Policymakers Can Protect Renters

Respondents to our survey were asked an open ended question on what would improve their life as a renter. The majority of all responses focused on lower and more stable rent or rent control. The second most frequent issue prioritized by renters was the need for repairs and responsiveness to repair requests by their property manager. Other common responses included safety and security features such as locks and gates, as well as removing barriers to the accessibility of housing such as strict credit checks or not allowing children.

## Low-Hanging Fruit

If a city has no existing tenant protections, there are smaller incremental measures that can be put into place with relatively low controversy. A **Mandatory Lease Law** was recently enacted in the city of Santa Barbara with support from both tenants and landlords, requiring landlords to offer tenants the option of a long-term lease such as one year, unless they would prefer a shorter term such as month-to-month. This can provide basic stability for tenants, allowing them to plan their finances and their families' lives knowing they will not be evicted or face a rent increase until their lease expires. However, this does not ultimately prevent displacement or rising housing costs, it only delays those impacts to provide more predictability for tenants. A **Rental Mediation Program** has been in place in the city of Santa Barbara for years, allowing tenants to discuss issues with landlords in a safe, professionally mediated setting. This can help reduce the power imbalance between landlords and tenants and give tenants more access to information about their rights. However, it does not have any enforcement power to require landlords to do anything. If it is legal for a landlord to raise rent or evict someone, they may do so regardless of any mediation.

## Right to Legal Counsel

One of the greatest imbalances of power between landlords and tenants is often **access to legal representation**. Many tenants cannot afford a lawyer, while property owners often have a preexisting relationship with an attorney or law firm specializing in housing law. Nonprofit legal aid organizations often have large caseloads and limited capacity, and may have restrictions due to federal funding on providing assistance to some immigrants. Cities or counties can set aside funds to provide a right to free legal counsel for renters facing eviction, habitability issues, and more.

TENANTS



TOGETHER

Statewide renters' rights group **Tenants Together** uses a framework they call the "Golden Triangle" of tenant protections, including rent stabilization, eviction protections, and habitability inspections, to ensure tenants have healthy, stable, and affordable homes. For more information visit them at [www.TenantsTogether.org](http://www.TenantsTogether.org)



## Rent Stabilization

**Rent stabilization** is the strongest type of tenant protection. New state law (AB 1482), limits rent increases to 5% per year plus the annual rate of inflation, which is typically around 2-3%. This prevents the most severe cases of rent gouging, but is a relatively loose cap which can still result in displacement and cost burdens for many families. A household paying \$2,000 in rent could find themselves facing a sudden rent increase of \$150/month, and could see their rent double over a ten year period. AB 1482 also excludes many renters, such as those living in single-family homes, newer apartment buildings (built in the last 15 years), and duplexes where the landlord lives in the other unit. The biggest power cities have is to tighten the cap of allowed annual rent increases to a lower annual amount.

## The “Golden Triangle” of Tenant Protections

Some tenant protections are strongest when combined. Rent stabilization without eviction protections can encourage landlords to evict tenants, because the rent cap is lifted once a tenant moves out. Unless inspected, an owner may let their rent-controlled property fall into poor condition without maintaining it, pushing tenants to move out on their own.

### Habitability Inspections

Tenants can be afraid to file complaints or report unsafe or unhealthy living conditions. **Proactive inspections** ensure living conditions are habitable, rather than putting the burden on the renter to speak up and risk retaliation under **complaint-based** programs. Habitability inspection programs can be designed in different ways. They can focus on known offenders or ensure every building is inspected at least once. They can be funded through a small fee on all rental units or through heavy fines on violators. They can allow tenants to opt out if they are satisfied with their building's condition, or might be afraid due to immigration status. They can allow landlords to opt out, or self-certify, which creates the risk of bad actors avoiding inspection. They can focus on serious issues like mold, pests, leaks, and structural dangers, or on minor issues like peeling paint or chipped tiles. Poorly designed inspection programs that look for more superficial issues or inspect for issues related to tenants, such as overcrowding, rather than building conditions, can result in community backlash. Cities such as San Luis Obispo have had to reconsider their inspection programs as a result.

### Eviction Protections

Most renters will never be evicted, but it is one of the most difficult experiences a tenant can face. Cities can put in place several policies to limit evictions. A **Just Cause Ordinance** restricts evictions to a list of fair reasons, such as not paying rent, damaging property, disturbing other tenants, or using the building for illegal activity. Basic Just Cause protections will be put into place statewide in 2020 as a result of AB 1482. However, state law allows no-fault evictions if a landlord wants to convert a rental apartment building into for-sale condominiums, demolish a building, or move themselves or a family member into a unit. Cities can put into place protections to reduce the impact of these no-fault evictions. **Notice requirements** can set a minimum 120 day notice for no-fault evictions to give families time to find another place to live. Cities can also require landlords to provide **displacement assistance** for a no fault eviction, to ensure families do not become homeless during their search for new housing and can afford security deposits and other move-in costs. This can be a set amount, such as three months' median rent in the area, or it can vary with higher amounts for seniors, low-income families, or people with disabilities.



# How local governments can create more affordable housing

## Making Investments

The most direct method to raise revenue for affordable housing is a **housing bond**. Just like a bond to build school, transportation, or water infrastructure, a housing bond raises upfront capital that will be paid back over time. A housing bond can be used to build new permanently affordable housing complexes, buy and fix up older privately-owned buildings to preserve them as affordable housing, or provide subsidized loans to residents to help them buy their first homes. A housing bond can also achieve other goals such as investing in older housing to become more energy and water efficient, or hiring local skilled building trades workers at prevailing wages. Projects can be administered through the city's housing authority or granted out to local nonprofit housing providers. With the shrinking of state and federal housing funds, local governments are taking a larger role, primarily through putting housing bonds on the ballot for voters to approve.

Local governments can also help by **donating land**. The greatest cost in creating affordable housing is the cost of buying expensive land in coastal California. Local governments sometimes own surplus land, such as parking lots and old facilities. This land can be donated to a nonprofit affordable housing developer to construct new housing.

## No Cost Options

Without spending anything, cities can make it easier to build affordable housing by **streamlining permitting and approval processes for affordable housing projects**. A city can relax requirements for minimum parking spaces and setbacks from the edge of the property, increase maximum densities or building heights, reduce or eliminate application or impact fees, or allow by-right or administrative approval instead of commission hearings.

Another way to generate affordable units without direct costs to the city is an **inclusionary housing ordinance**. For example, the City of Ventura requires developers building new rental housing to set aside 15% of the new units as affordable (or pay to build affordable units somewhere else). Inclusionary housing puts additional costs on the developer, but may allow them to negotiate the sale of land at lower prices, offsetting some of this cost.

## Alternative Housing Models

New types of affordable housing are growing in popularity such as **community land trusts** and **limited equity cooperatives**. These allow some of the benefits of homeownership, while maintaining long-term affordability outside of the speculative market. In a community land trust, residents own the structure of their homes, but a nonprofit owns the value of the land underneath. The land is kept permanently affordable, but residents can sell their homes and benefit from any investments they made in the building. In cooperatives, households can buy and sell a share of the total value of the building, but any growth in that value is partly or fully returned back to the cooperative when a resident sells and leaves their unit, keeping it affordable for the next resident. Cities can encourage alternative housing models by reducing permitting barriers to creating them. They can also pass ordinances to give priority **“first right of refusal”** to tenants who want to buy their building when it goes on the market and convert it into a land trust or cooperative.





## What about market-based solutions?

Some cities are working to streamline approval of market-rate private housing development to encourage more supply of housing overall to meet demand. **Purely market-based approaches to the housing crisis rarely produce truly affordable housing and can even backfire in low-income neighborhoods by fueling gentrification.**

With the ballooning price of land and today's red-hot housing market, most new private development in our region tends to be very expensive, beyond the reach of average residents. New luxury housing may ease an overall regional housing shortage in communities like Santa Barbara with more jobs than housing, by allowing higher-income renters to move into the new housing rather than compete with low-income renters for older housing stock.

**However, cities should exercise extreme caution about concentrating incentives for new private development in low-income neighborhoods.** When a city rezones or removes regulations in a certain neighborhood to attract development, investors compete to buy land in that area, bidding up prices. Developers then build high-end housing to make a return on their investment. The appearance of luxury condos and upscale cafes attracts even more demand for the neighborhood, which is seen as "up and coming", raising nearby land prices. Landlords in the area begin to renovate, raise rents, demolish, or sell their buildings to new investors who speculate on the growing marketability of the neighborhood. This results in the loss of older affordable housing stock and displacement of working-class families.



**The City of Santa Barbara learned important lessons through an experimental program to allow higher density development and reduced parking requirements for new rental housing.** Intended to produce more affordable and workforce housing in the city, many of the new developments built were too costly for average residents. The City Council later reformed the program, adding a requirement to include some affordable units, and shifting areas slated for high-density development from the working-class predominantly Latino Eastside neighborhood to the downtown core instead.

## Development Without Displacement

Whether local communities agree or not, the State of California is pushing cities to zone for and approve more housing development of all types. **To build housing in an equitable way that minimizes displacement, we recommend the following:**

- 1) Focus on increasing **housing density in historically exclusionary neighborhoods** that have only allowed large single-family homes and have access to high quality jobs, educational resources, and public services, rather than low-income neighborhoods where attracting new development could result in gentrification
- 2) Change single-family zoning to allow **medium density, "missing middle" housing such as granny flats, duplexes, and triplexes**, that tend to be the cheapest type of housing to construct. Housing types like duplexes are particularly valuable for extended and intergenerational families caring for seniors and children.
- 3) **Rezone underutilized commercial and industrial areas**, where no current residents will be displaced. In particular, older land uses such as big box department stores and malls may be less needed due to changes like the rise in online retail.





Item # 7F.  
REVISED

AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF GUADALUPE  
AND  
ASHLEY AND VANCE ENGINEERING, INC.

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 12th day of April 2022, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and Ashley and Vance Engineering, Inc. (Ashley and Vance), a California corporation ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit A (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed, and expenses incurred, are in compliance with the provisions of this

Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, paper files, and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this

Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may

otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant will comply with all conflict-of-interest laws and regulations including, without limitation, the City's Conflict of Interest Code (on file in the City Clerk's Office). All officers, employees and/or agents of Consultant who will be working on behalf of the City pursuant to this Agreement, may be required to file Statements of Economic Interest with the Fair Political Practices Commission. Therefore, it is incumbent upon Consultant to notify that City of any staff changes relating to this Agreement.

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant, unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B.

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Initials

- B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, Consultant shall be subject to Disclosure Category "1" of the City's Conflict of Interest Code.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) Indemnification and Defense for Professional Services: To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

(b)(1) For All Other Liabilities: City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers,



directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(b)(2) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided in (b)(1) above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives, or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request. Prior to the beginning of and throughout the duration of the Work, Consultant and its subconsultants shall maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Consultant or its subconsultants in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to City.

Consultant shall provide the following types and amounts of insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement, along with a waiver of subrogation endorsement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability Insurance: Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. This insurance and any umbrella or excess liability insurance shall be maintained for a minimum of three years or as long as there is a statutory exposure to completed operations claims, with the City and its officers, officials, employees, and agents continued as additional insured.

(2) Automobile Liability: Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(3) Workers' Compensation and Employer's Liability: Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Consultant's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Consultant shall require each subConsultant to similarly maintain Workers' Compensation Insurance and

Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subConsultant's employees. Consultant shall submit to City.

(4) Errors and Omissions Liability: \$1,000,000 per claim as appropriate for the profession.

IJS

~~(5) Umbrella or excess liability insurance (if needed): Consultant shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:~~

- ~~• A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;~~
- ~~• Pay on behalf of wording as opposed to reimbursement;~~
- ~~• Concurrence of effective dates with primary policies;~~
- ~~• Policies shall "follow form" to the underlying primary policies; and~~
- ~~• Insureds under primary policies shall also be insureds under the umbrella or excess policies.~~

IJS

~~(6) Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Consultant's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.~~

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

- (1) Notice of Cancellation: Each insurance policy required by this Agreement shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City by Consultant.
- (2) Primary/noncontributing: Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or

be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(3) **City's Rights of Enforcement:** In the event any policy of insurance required under this Agreement does not comply with these requirements 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.

(4) **Waiver of Subrogation:** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees 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.

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

(6) **Requirements not Limiting:** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(7) **Prohibition of Undisclosed Coverage Limitations:** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(8) **Separation of Insureds:** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(9) **Pass through Clause:** Consultant agrees to ensure that its subconsultants, subconsultants, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the project will be submitted to City for review.

(10) **City's Right to Revise Requirements:** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(11) **Self-insured Retentions:** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(12) **Timely Notice of Claims:** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(13) **Additional Insurance:** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subconsultants.

Section 18. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the

services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: City Administrator  
City of Guadalupe  
918 Obispo Street  
Guadalupe, CA 93434

To Consultant: Ian Shoebridge  
Ashley and Vance Engineering, Inc.  
1229 Carmel St.  
San Luis Obispo, CA 93401

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).


Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

Consultant:

CITY OF GUADALUPE

By: \_\_\_\_\_  
Ariston Julian, Mayor

By:  \_\_\_\_\_  
Ian J. Shoebriidge, SE 6293  
Title: Principal Engineer

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Philip F. Sinco, City Attorney





Dear Guadalupe City Council and Staff,

On behalf of the HerbNJoy team, I want to personally thank you for meeting with us last month and thoughtfully considering our application for licensure. We take the opportunity to serve the Guadalupe community very seriously. Throughout this process, we have gleaned that the city seeks a retail cannabis business operator whose main objectives and priorities include operating safely, securely and in strict compliance with all local and state regulatory guidelines. Having heard the concerns of community members, city officials, and city staff, we've carefully incorporated elements into our daily operating procedures to address each concern. We pride ourselves on providing an elevated retail experience with exceptional professionalism, cannabis-industry knowledge, and a focus on community.

As the son of immigrants raised in a low-income household, I am especially conscious of the responsibility we have to provide safe and affordable access to natural, life-enhancing products. Bolstered by my background as a medical professional, since 2017 I have stepped away from my medical practice and focused my efforts on doing just that. As CEO of HerbNJoy, I take pride in being involved in all aspects of daily store operations including managing sales, inventory, and staffing, guided as always by our company's commitment to personal wellness and community engagement.

We look forward to the possibility of working together to provide the people of Guadalupe with the positive energy, premium products, and expertise to better their lives.

Respectfully,

A handwritten signature in blue ink that reads "Rajan Dave". The signature is fluid and cursive, with the first name being more prominent.

Rajan Dave  
Chief Executive Officer  
Guadalupe Erudite Ventures  
HerbNJoy





To:  
Guadalupe Erudite Ventures dba HerbNJoy  
1900 S Norfolk St  
Suite 350  
San Mateo, CA 94403

April 6, 2022

Dear Supporter,

It is with great appreciation that your organization has supported the mission of Los Amigos de Guadalupe (LADG) through a monetary donation. The mission of LADG is to enhance and develop the capacity of the City of Guadalupe, community organizations, local businesses, and community members through community development plans and actions that support the community of Guadalupe and surrounding areas to become a resilient, strong community that will grow from disadvantaged to a livable, sustainable community. Your support will lead to the completion of future projects and the sustainability of the organization.

Please consider this thank you letter as a recognition of your support for the organization and the City of Guadalupe. We welcome you to further explore our organizations' mission, future, and current projects at <https://www.losamigosdeguadalupe.org>.

If you have any future interest or questions please feel free to contact me at [alejandra@ladguadalupe.org](mailto:alejandra@ladguadalupe.org).

Thank You,

Alejandra Enciso Medina  
Executive Director



## LOS AMIGOS DE GUADALUPE

"To enhance and develop the capacity of the City of Guadalupe"

losamigosdeguadalupe.org



October 13, 2021

FROM: Los Amigos de Guadalupe  
4545 11<sup>th</sup> Street  
Guadalupe, CA 93434

TO: Guadalupe City Council  
918 Obispo Street  
Guadalupe, CA 93434

RE: Letter of Support for Commercial Cannabis Applicants – Community Outreach and Support

Elected Officials of Guadalupe,

After careful consideration by the majority of directors of this organization, we offer this letter of support to any and all commercial cannabis applicants in the city of Guadalupe. If an applicant is submitting this letter as part of their package, and it contains an original ink signature, the applicant has engaged with Los Amigos de Guadalupe and has satisfactorily described their approach to cannabis in the City and commitment to support the community.

We encourage all commercial cannabis applicants to pledge:

- To vigorously seek and hire homegrown Guadalupe talent and provide opportunities for employees to gain new skills within the company.
- To authentically engage in improving and promoting the business environment of Guadalupe.
- To actively commit monetary and other resources to improve the aesthetics and quality of life of the Guadalupe community.

LADG has not asked any applicant to make specific monetary or other support commitments to any LADG project currently underway or discussed future projects to which they may contribute. LADG believes commercial cannabis in Guadalupe will further the economic development of the City and provide additional revenue to the City to improve services, infrastructure, and quality of life. In addition, the financial resources these businesses bring to Guadalupe will directly benefit LADG's efforts and those of other non-profits operating in the City on behalf of its residents.

As a proud partner of Guadalupe, LADG wishes success for ALL of our non-profit and business colleagues in the City. We welcome the addition of commercial cannabis to the community and have no hesitation in supporting cannabis businesses as future contributors, neighbors and friends.

Respectfully,

A handwritten signature in black ink, appearing to read 'Tom Brandeberry', written over a horizontal line.

Tom Brandeberry  
CEO, Los Amigos de Guadalupe





**Chair of the Board**  
*Nadine Sullivan*

**Secretary**  
*Sandy Leyva*

**Treasurer**  
*Gene Runkle*

**Immediate Past Chair**  
*Conrad Stephens*

**Board Members**

*Sue Andersen  
David Cox  
Audrey Dodd  
Donna France  
Eric Hallin  
Dan Lillard  
Tim Murphy  
Debbie Perrault  
Juan Ramirez  
Janet Rhoades  
Sue Runkle  
Brooks Wise*

**Chief Executive Officer**  
*Michael Boyer*

**Club & Clubhouses**

*Evans Park Club  
Railroad Clubhouse  
McKenzie Club  
Mary Buren Club  
Fairlawn Club  
Ontiveros Club  
Oakley Club  
Robert Bruce Club  
El Camino Club  
Bill Libbob Club  
Flamson Club  
Laguna Club  
Fine Arts Club  
Shandon  
Creston*

**Administrative Office**  
*901 North Railroad  
Santa Maria, CA 93458  
(805) 922-7163  
centralcoastkids.org*

City of Guadalupe  
Community Development Department  
Attn: Cannabis Program  
918 Obispo Street  
Guadalupe, California 93434

April 6, 2022

To whom it may concern:

HerbNJoy has shared with us their intent to pledge an annual gift to us to support character and leadership development that includes structured educational programs to increase awareness of and abstention from using drugs, tobacco, cannabis, alcohol, and other substances.

The Boys & Girls Club of Mid Central Coast takes drug prevention very seriously and would use these funds to provide educational programs and mentorship that creates more resilient youth who can avoid bad habits and addictive behaviors.

We trust that the City of Guadalupe will make the best decision in selecting the best community partners who will remain in good standing and in compliance with all state and local laws.

Sincerely,

Michael Boyer, CEO  
Boys & Girls Club of Mid Central Coast





Item # 11

To Whom it May Concern,

I am writing a letter in favor of allowing "The Roots Dispensary Guadalupe" located at 813 Guadalupe St, Guadalupe, Ca. 93434 to be given a license to own and operate this new retail cannabis dispensary business.

With recent changes to the State Laws governing Dispensaries in California, we need strong, honest minded people to own and operate them.

I have known the Applicant Gustavo Alvarez for over 20 years. He is an honest, seasoned minded businessman of strong character as well as a dedicated family man. Being raised in Guadalupe he is very involved and understands his community. Making him a responsible candidate to own and operate such Dispensary.

Signed Peter Lopez



# **Tab Miller Electric, INC.**

State Lic. #842153

110 Pomeroy Rd.  
Nipomo, CA 93444  
805-929-3655  
[tabmillerelectric@gmail.com](mailto:tabmillerelectric@gmail.com)

Monday, March 21, 2022

Re: Gustavo Alvarez

To Whom It May Concern:

Conducting business in these current times, has brought a whole new set of challenges to all business owners. So much of the current challenges, we face as business owners, is out of our control. So, though we may not be able to control the rising costs of doing business, the supply chain, or the shortage of finding qualified employees. What we can control are the people we choose to work with.

We have had the pleasure of having a long working relationship with Gustavo Alvarez, and his family. As Electrical Contractors, we have been working with the Alvarez family, for the past 18 years. I have witnessed the professionalism in how the Alvarez's conduct business, and the support and involvement they give to their Guadalupe community. We have always found Gustavo to be fair and upstanding in all his business dealings. I would not hesitate in recommending Gustavo Alvarez for any position that calls for a strong leader, and ethical businessman.

Sincerely,

Tab Miller

President  
Tab Miller Electric, Inc.



# Guadalupe Cultural Arts & Education Center

1055 Guadalupe Street  
Guadalupe, CA 93434

November 9, 2021

RE: LETTER OF SUPPORT - COMMUNITY OUTREACH AND SUPPORT

To Whom It May Concern:

This letter of support is to express our continued efforts in the growth and development of our community. In consideration of your efforts in establishing a new commercial business in our community as a cannabis dispensary, this will not only generate a new job market but also open the door for community support initiatives that can be very progressive and needed for the City of Guadalupe.

The Guadalupe Cultural Arts & Education Center is a family oriented community outreach center that is founded by my parents who were born and raised here. Our family has a vested interest in giving back and with the support from companies such as yours will allow us to continue to do the work in providing for our community.

We have known **Gustavo Alvarez** for well over 30 years, just as his family has provided for this community, we often find our paths cross when new development occurs in our community and find ourselves with the same vision. The vision of positive growth, supporting our youth, addressing the elderly, cultural awareness to name a few...

We wish you luck through the application process and as always we support you and your families ongoing efforts in development in our community.

Sincerely,

Karen Evangelista, Director  
Guadalupe Cultural Arts & Education Center  
1055 Guadalupe Street  
Guadalupe, CA 93434

kle



November 15, 2021

To Whom It May Concern:

I have seen the positive impact cannabis dispensaries have had in surrounding cities. I am in support of a dispensary in Guadalupe owned and employed by local members of our community. I believe Gustavo, Luis, and Atih will bring in quality products while understanding and supporting our local beliefs, knowing our community first hand. I trust they will bring in employment for our locals and they will also provide support to our non-profits.

I strongly recommend them for a future in our city of Guadalupe.

Darren M. Pardo

President

Kiwanis of Guadalupe





# HELP US EXTEND THE SM RIVER TRAIL TO GUADALUPE!



**Sign our  
petition today!**

[bit.ly/smrtpetition](https://bit.ly/smrtpetition)

