

**REPORT TO THE GUADALUPE COMMUNITY REDEVELOPMENT  
AGENCY  
Agency Agenda of May 13, 2008**



**Prepared by:  
C. Galloway-Cooper**

**SUBJECT:** Tierra West Advisors - Presentation

**RECOMMENDATION:** That the Agency receive the report and consider additional services in conjunction with the upcoming Agency Plan amendment.

**BACKGROUND/**

Staff is returning to discuss new projects and existing projects in the Agency's Five-year plan. Tierra West is currently processing a plan amendment to remove the \$1 million cap. They are here to discuss progress on the plan amendment and provide information on opportunities and benefits associated with a Business Retention Program while blending current and future goals/projects.

Tierra West Advisors have included a proposal for economic consulting services for information purposes. If the Agency decides to go out for Request for Proposal (RFP) for these services in the future, Tierra West's contract could be amended to include additional services.

Attachments:

Tierra West speaking points  
Proposal for Economic Development Consulting Services

SPEAKING POINTS FOR THE AGENCY BOARD MEETING  
TUESDAY – MAY 13, 2008

Plan Amendment Status:

- Meeting with the County of Santa Barbara completed. We did get positive feedback; however, there are many more hurdles and a long process ahead.
- Based on feedback from the County, a meeting has been requested with City Manager Tim Ness of Santa Maria. At this point, Santa Maria is checking with Department Directors but sees no problem with the Guadalupe plan amendment.
- We will **not** be pursuing any added area as part of the process. (No urbanization, difficult to find a determination of blight, risk of challenge, cost associated with mapping and environmental consulting.)
- Based on current research, we will be able to avoid a full Environmental Impact Report for the plan amendment. If the Agency approves an addition to the contract scope of services, Tierra West can complete the required “negative declaration” for the plan amendment.
- The schedule is being updated based in the EIR status and not adding area.

Economic Development and Downtown Promotion:

- Tierra West, and particularly through my (Regan Candelario) own experience, is available to assist with a Business Retention strategy for the City of Guadalupe with a focus on revitalization and promotion of the Downtown.
- Economic Development and Downtown Development activities can be provided by Tierra West and incorporated into the plan amendment document. If the Agency approves an addition to the contract scope of services, Tierra West can complete a business retention and outreach strategy that would dovetail nicely with the plan amendment process. A business retention and downtown revitalization/promotion strategy is being developed for Carolyn Galloway Cooper.

Transient Occupancy Tax:

- The City of Guadalupe TOT rate is currently much lower than most cities. Tierra West is available to assist with updating the TOT for Guadalupe and will do our best to encourage uses that would generate TOT funds via the plan amendment and economic development activities.

Proposal for an “On-Call” Services Contract:

If the Agency approves a new separate “On-Call” Services Contract, Tierra West can complete any requested services by the Agency and/or the City of Guadalupe. Examples of “On-Call” services include;

- preparation of the “negative declaration” for the plan amendment,
- implementation of economic development strategies,
- promotion of the downtown,
- justification and ordinance development for an increase to the TOT,
- support for annexation activities,
- real estate project analyses,
- etc.

# **Proposal for Economic Development Consulting Services**

## **REDEVELOPMENT AGENCY OF THE CITY OF GUADALUPE**



### **Tierra West Advisors**

**Real Estate and Redevelopment Consultants**

**Contact:**

Michael Garcia, Principal  
Tierra West Advisors  
2616 East 3<sup>rd</sup> Street  
Los Angeles, CA 90033  
Phone: 323.265.4400  
Fax: 323.261.8676  
Email: [mgarcia@tierrawestadvisors.com](mailto:mgarcia@tierrawestadvisors.com)

**Contact**

Regan Candelario  
Tierra West Advisors  
2616 East 3<sup>rd</sup> Street  
Los Angeles, CA 90033  
Phone: 805.550.8898  
Fax: 323.261.8676  
Email: [rcandelario@tierrawestadvisors.com](mailto:rcandelario@tierrawestadvisors.com)



## Tierra West Advisors

Real Estate and Redevelopment Consultants

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May 5, 2008

Ms. Carolyn Galloway-Cooper, City Administrator  
CITY OF GUADALUPE  
918 Obispo Street  
Guadalupe, CA 93434

Dear Ms. Galloway-Cooper:

Tierra West Advisors, Inc. ("Tierra West") is pleased to provide the following scope of services for Economic Development Consulting Services. The following recommendation for a business retention/outreach strategy for the City of Guadalupe, focused on the Downtown, is intended to be implemented in conjunction with the current redevelopment plan amendment process for the Guadalupe Community Redevelopment Agency ("Agency"). Tierra West, currently under contract with the Agency, is available to implement this strategy as an added scope of service or via a new separate "on-call" services contract.

Among the many services Tierra West provides to its clients, we specialize in providing economic development strategies and economic development planning services to our clients. Tierra West differentiates itself from other consulting practices by focusing on providing implementation services that extend through the complete project cycle. Deliverance of a report or work product does not end our involvement in project activities. Tierra West is always prepared to handle sensitive projects for our clients. To this end, Tierra West essentially becomes an extension of the staff and assists in carrying the goals, objectives, and policies established by the Agency.

The Principals of Tierra West have provided real estate, redevelopment, interim management, financial and economic consultant services to both public agencies and private participants in the community development process and combine for over 140 years of experience. Tierra West has served in this capacity for other public agencies and have prepared or advised on Disposition and Development Agreements (DDA), Owner Participation Agreements (OPA), Summary Reports and Reuse Analyses required under Health & Safety Code section 33433, acquisition services, purchase agreements, promissory notes, covenants, regulatory agreements, and other transactional documents required for developments.

A differentiating aspect of Tierra West's experience and capabilities is that its experience encompasses not only the appreciation of financial, market, and regulatory aspects of economic development typical of many consultants, but also includes the skills necessary to interact with developers, investors, and property owners to make a deal and document a transaction.



Recent Tierra West projects include the City of Huntington Beach for the Beach Boulevard and Edinger Avenue corridor revitalization strategy and the City of Azusa for the economic development strategy for the Downtown North area. Services to these clients are most reflective of the economic development services Tierra West provides to its clients. Many of these projects involved the preparation of Summary and Reuse Analysis Reports, financial feasibility studies, detailed financial analyses of development proposals, tax revenue analysis, asset analysis and lease negotiations.

Regan Candelario, Senior Associate, will serve as the key contact person for this assignment, and will be assisted by Mike Garcia, Principal. Messrs. Candelario and Garcia are familiar with the City of Guadalupe and are currently assisting with the Plan Amendment for the Guadalupe Redevelopment Project.

## **BACKGROUND AND PROJECT SUMMARY**

### **Vision:**

An energetic Guadalupe Downtown that has regular activities and attractions that contributes to a positive citywide outlook that includes renewed financial investment for the next ten to twenty years. *(Draft Vision)*

### **Goal:**

Develop programs and activities that will provide the structure and information needed to achieve the economic development vision for the City of Guadalupe.

### **Objectives:**

- 1. Implement a business retention program to compliment the plan amendment process and energize Downtown Guadalupe.**
  - Measurements:
    - Develop a process for business retention activities by May 16<sup>th</sup> (target area, process, schedule, follow-up plan).
    - Implement business retention activities by May 30<sup>th</sup>.
    - Complete 20 business retention interviews by June 30<sup>th</sup>.
    - Recommend a promotion/marketing opportunity by July 25<sup>th</sup>.
  
- 2. Identify areas of opportunity for direct marketing and promotion of Downtown Guadalupe.**
  - Measurements:
    - Survey businesses and key stakeholders to identify the strengths, highlights and potential “draw” to Downtown Guadalupe by June 30<sup>th</sup>.



## Tierra West Advisors

Real Estate and Redevelopment Consultants

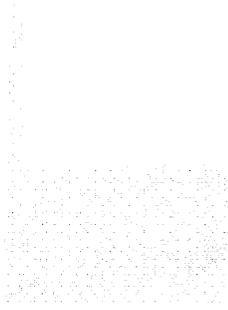
Economic Development Consulting  
Services  
GUADALUPE REDEVELOPMENT AGENCY

- Discuss issues and potential projects that would compliment Downtown with businesses and key stakeholders by June 30<sup>th</sup>.
  - Develop recommendations for a marketing and promotion focus for Downtown Guadalupe by July 25<sup>th</sup>.
- 3. Identify project concepts and project locations that can be included in the 2008 Redevelopment Plan Amendment.**
- Measurements:
    - Project concept ideas (to provide TOT, focus marketing of eco tourism and creation of eco tourism partnerships, development of usable and programmed public spaces) developed and shared with staff by July 25<sup>th</sup>.
    - Project concept ideas finalized by August 14<sup>th</sup>.
- 4. Develop a series of community workshops designed to create activity and interest in the downtown as well as to be a vehicle for the identification of areas of opportunity for marketing and promotion of Downtown Guadalupe.**
- Measurements:
    - Brainstorm with staff and Agency Board to determine the topics and focus of the workshops by July 25<sup>th</sup>.
    - Develop dates, times and a marketing schedule for the workshop series by August 11<sup>th</sup>.
    - Facilitate four workshops by October 31<sup>st</sup>. (Incorporate the workshops with the plan amendment community meetings and/or PAC (Project Area Committee) meetings if possible.
    - Utilize workshop results to support or amend the Downtown Guadalupe marketing and promotional campaign by November 14<sup>th</sup>.

### KEY STAFF IDENTIFICATION

The Tierra West Advisors, Inc. consultant team brings our clients a wealth of knowledge in redevelopment services—not only from our collective years in providing consulting services, but also our first-hand experience in project management, development, and project design. Many of our staff has served in various management positions within the public sector. Tierra West's work force is comprised of seventy percent (70%) Hispanic ethnicity, ten percent (10%) Asian, ten percent (10%) African-American ten (10%) percent non-minority, thirty-five percent (35%) women and qualify as a minority business. Eighty percent (80%) of our staff are bilingual in English and Spanish.

Mr. Candelario and Mr. Garcia will have primary responsibility for this assignment. They might be assisted by Zoe Urrutia to achieve project efficiencies where appropriate.



**APPENDIX: RESUMES OF ASSIGNED STAFF**



## **Tierra West Advisors**

Real Estate and Redevelopment Consultants

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### **Mike Garcia – Director**

Mike Garcia has provided economic development strategies and advisory services for numerous redevelopment agencies and cities throughout California including, but not limited to the following Cities and Agencies: Commerce, Covina, Huntington Beach, IVDA, Long Beach, San Pablo, and San Buenaventura. His economic development experience began working for the City of Santa Ana 15 years ago providing business retention and attraction duties, program coordination of the Enterprise Zone and Foreign Trade Zone for the City of Santa Ana. Mr. Garcia began providing economic development consulting and strategy services 10 years ago as a consultant. Mr. Garcia is also responsible for coordination of real estate and redevelopment consulting projects ranging from redevelopment plan adoptions and amendments, multiple property acquisitions, analysis of large commercial and mixed use residential projects, providing housing rehabilitation coordination, and the drafting of DDAs and OPAs. Mr. Garcia is bilingual.

### **Regan Candelario – Senior Associate**

Regan Candelario has provided business retention and attraction duties for the City of Santa Ana and the City of Goleta. He has been producing economic development strategies and advisory services, redevelopment and real estate analysis for numerous redevelopment agencies and cities throughout California including, but not limited to the following Cities and Agencies: Arroyo Grande, Atascadero, Huntington Beach, and Lompoc. His economic development experience began working with the City of Santa Ana in the Economic Development Department providing business retention and attraction duties for the City of Santa Ana. His experience in Housing, Community Outreach, Neighborhood and Business Services liaison is extensive.

Resumes of key staff that are available to provide services to the Agency are included at the end of this letter proposal.

## **COMPANY PROFILE**

Since 1980 John Yonai has operated Tierra West Real Estate Consultants providing professional real estate advisory services to corporations and private entities. Previous assignments included corporate real estate planning, long-range projections, asset management services for large commercial office projects, financial and property management oversight and coordination of negotiations to acquire property through purchase and by leasing. In addition to operating Tierra West Real Estate Consultants, for 16 years Mr. Yonai served as the Partner in charge of real estate at the Rosenow Spevacek Group, Inc., a redevelopment consulting firm. In September 2006, Mr. Yonai decided to expand the scope and services of Tierra West Real Estate Consultants and formed Tierra West Advisors, Inc. Tierra West Advisors' partial list of consulting services includes, but is not limited to the following:



# Tierra West Advisors

Real Estate and Redevelopment Consultants

Economic Development Consulting  
Services  
GUADALUPE REDEVELOPMENT AGENCY

- Real estate economic analysis
- Disposition and Development and Owner Participation Agreement Structuring and Negotiations
- Economic Development Plans and Strategies
- Real estate acquisition and dispositions
- Redevelopment plan amendments and adoptions
- Required reporting requirements – Implementation Plans, 10 year Housing Compliance Plans, annual Statements of Indebtedness, State Controller's report, Monitoring Deed Restrictions and annual RDA budgets
- Housing Program development and implementation
- Planning – current and advanced planning, and assisting private clients through entitlement
- Financial Consulting – bond issuance consultant reports
- Governmental Services –Parks Master Plan analysis, interim management and project management staffing

Tierra West Advisors, Inc. takes great pride in its practice of assigning Principals to oversee all commissioned assignments, no matter how small or large, and work hand in hand with the consultant team. Our management style has contributed greatly to our past and present successes with our clients, identifying projects and visions for their communities.

Tierra West's insurance coverage's include:

- Commercial General Liability – Each Occurrence \$2,000,000, General Aggregate \$4,000,000
- Automobile – Combined Single Limit - \$2,000,000
- Workers Compensation and Employers Liability – Each Accident \$1,000,000
- Commercial Errors & Omissions – per claim & Aggregate \$2,000,000

Tierra West is comprised of thirteen (13) experienced professionals as follows:

John Yonai, Principal  
Michael Garcia, Principal  
Rose Acosta, Senior Associate  
Louis Morales, Senior Associate  
Zoe Urrutia, Senior Analyst  
Jesse Saucedo, Analyst  
Silvestre Najera, Research Assistant

Tim Mulrenan, Principal  
Jose Ometeotl, Principal  
Regan Candelario, Senior Associate  
Walter Lauderdale, Senior Associate  
Liliana Monge, Analyst  
Alexandra Bassanetti, Real Estate Technician



# Tierra West Advisors

Real Estate and Redevelopment Consultants

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The following individuals are authorized to negotiate on contract services on behalf of the firm:

John Yonai, Principal  
Michael Garcia, Principal

Tim Mulrenan, Principal  
Jose Ometeotl, Principal

## SCHEDULE AND BUDGET ESTIMATE

Tierra West Advisors, Inc proposes to provide the services outlined in the Request for Proposals within six (6) months for a not exceed amount of \$16,600, based upon a time and materials billing at hourly rates included elsewhere in this proposal. This price proposal will remain valid for one hundred eighty (180) days from the date of this proposal.

Tierra West's 2007-2008 hourly rate structure is as follows:

### Classification Rate

Principal/Director	\$195
Senior Associate	\$160
Associate/Acquisition Agent	\$140
Senior Analyst	\$115
Analyst	\$105
Research Assistant/Real Estate Technician	\$85
Word Processor	\$65
Clerical	\$50
Reimbursable Expenses	COST PLUS 10%

Billing will detail work done by individual. Invoices will be issued monthly and are payable upon receipt, unless otherwise agreed upon in advance. Invoices will identify tasks completed to date, hours expended and the hourly rate.

Tierra West hourly rates for services exclude certain travel related expenses (should they be necessary) and State and County fees.

Reimbursable expenses include, but may not be limited to ordering of property tax information from the County of Santa Barbara, reproduction, and mailing costs.



# Tierra West Advisors

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GUADALUPE		Economic Development/Downtown Revitalization				
Guadalupe Proposal, May 1, 2008						
Task No.	Scope of Service	Staff	Hours	Rate	Amount	Subtotal amount
<b>Implement a business retention program to compliment the plan amendment process and energize Downtown Guadalupe.</b>						
1	Develop a process for business retention activities.	Principal (TM)	0	195	\$0	
		Director (MG)	2	195	\$390	
		Senior Associate (RC)	6	160	\$960	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$1,350
2	Implement Business Retention Activities	Principal (TM)	0	195	\$0	
		Director (MG)	0	195	\$0	
		Senior Associate (RC)	4	160	\$640	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$640
3	Complete 20 Business Retention Interviews	Principal (TM)	0	195	\$0	
		Director (MG)	0	195	\$0	
		Senior Associate (RC)	30	160	\$4,800	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$4,800
4	Recommend a Promotion/Marketing opportunity	Principal (TM)	0	195	\$0	
		Director (MG)	2	195	\$390	
		Senior Associate (RC)	4	160	\$640	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$1,030
<b>Identify areas of opportunity for direct marketing and promotion of Downtown Guadalupe.</b>						
5	Survey businesses and key stakeholders to identify strengths, highlights and potential "draws" to Downtown Guadalupe.	Principal (TM)	0	195	\$0	
		Director (MG)	0	195	\$0	
		Senior Associate (RC)	4	160	\$640	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$640
6	Discuss issues and potential projects that would compliment Downtown Guadalupe with businesses and key stakeholders.	Principal (TM)	0	195	\$0	
		Director (MG)	0	195	\$0	
		Senior Associate (RC)	4	160	\$640	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$640
7	Develop recommendations for a marketing and promotion focus for Downtown Guadalupe.	Principal (TM)	0	195	\$0	
		Director (MG)	2	195	\$390	
		Senior Associate (RC)	4	160	\$640	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$1,030
<b>Identify project concepts and project locations that can be included in the 2008 Redevelopment Plan Amendment.</b>						
8	Project concept ideas (to increase/create TOT, focus marketing of eco tourism and creation of eco tourism partnerships, development of usable and programmed public spaces).	Principal (TM)	0	195	\$0	
		Director (MG)	2	195	\$390	
		Senior Associate (RC)	8	160	\$1,280	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$1,670
9	Finalize project concept ideas.	Principal (TM)	0	195	\$0	
		Director (MG)	0	195	\$0	
		Senior Associate (RC)	4	160	\$640	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$640
<b>Develop a series of community workshops designed to create activity and interest in the downtown.</b>						
10	Brainstorm with staff and Agency Board to determine the topics and focus of workshops.	Principal (TM)	0	195	\$0	
		Director (MG)	0	195	\$0	
		Senior Associate (RC)	2	160	\$320	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$320
11	Develop dates, times and marketing schedule for workshops.	Principal (TM)	0	195	\$0	
		Director (MG)	0	195	\$0	
		Senior Associate (RC)	4	160	\$640	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$640
12	Facilitate four (4) workshops.	Principal (TM)	0	195	\$0	
		Director (MG)	0	195	\$0	
		Senior Associate (RC)	16	160	\$2,560	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$2,560
13	Utilize workshop results to support or amend the Downtown Guadalupe marketing and promotion activities.	Principal (TM)	0	195	\$0	
		Director (MG)	0	195	\$0	
		Senior Associate (RC)	4	160	\$640	
		Senior Analyst (ZU)	0	115	\$0	
		Clerical	0	50	\$0	\$640
<b>Subtotals</b>			<b>102</b>		<b>\$16,600</b>	



## Tierra West Advisors

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GUADALUPE REDEVELOPMENT AGENCY

Tierra West proposes to prepare these services over a 6 month period (through November 2008). This schedule will assist in developing a good economic development program for the City inclusive of marketing and promotion, business retention and attraction and development of a focus group of local stakeholders to help serve as a sounding board for future economic development activities.

Tierra West welcomes the opportunity to continue assisting the Agency with these services. Please feel free to call if you have any questions.

Sincerely,  
TIERRA WEST ADVISORS

Mike Garcia  
Principal

If the above proposal is acceptable, please sign this extension of the existing contract between the Guadalupe Redevelopment Agency and Tierra West Advisors.

**GUADALUPE COMMUNITY REDEVELOPMENT AGENCY**

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

**Carolyn Galloway-Cooper, City Administrator**

**REPORT TO THE GUADALUPE COMMUNITY REDEVELOPMENT  
AGENCY**

**Agency Agenda of May 13, 2008**



Prepared by:  
C. Galloway-Cooper

**SUBJECT:** Retrofit Grant Applications - Approve

**RECOMMENDATION:** That the Agency receive the report and approve grant applications.

**BACKGROUND/**

The following applications are submitted for approval:

John Perry and Henry Lawrence

Attachments:

Status of applications (approved; not yet approved; applications not received)  
URM building Spreadsheet details  
Applications (J. Perry & H. Lawrence)  
Conditional Grant Agreement  
Memorandum of Agreement

RETROFIT APPLICATIONS RECEIVED

	DATE REC'D.	DATE APPROVED
ANNA LOWELL	8/7/2007	3/11/2008
ANNA LOWELL	8/7/2007	3/11/2008
MARTINEZ/REUDAS	8/16/2007	3/11/2008
RUEDAS SEISMIC RETRO FIT	12/20/2007	3/11/2008
JOHN PERRY	8/14/2007	3/11/2008
RAFAEL QUIROGA	1/30/2008	3/11/2008
RAFAEL QUIROGA	1/30/2008	3/11/2008
BRAD VERNON (SANTA FLORITA HOTEL)	8/16/2007	4/8/2008
HARRY MASATANI	1/22/2008	4/8/2008
LE CLAIR/KORIH	8/21/2007	3/11/2008
GUADALUPE ALVAREZ	3/12/2008	4/22/2008
MARIKO NIKANO	4/3/2008	
ROD TETER (BEVERLY CHAPMAN)	4/6/2008	
JOHN RUFFONI (BEVERLY CHAPMAN)	4/4/2008	
GUADALUPE ALVAREZ	4/16/2008	4/22/2008
GUADALUPE ALVAREZ	4/16/2008	4/22/2008
MINETTI FAMILY (FAR WESTERN)	4/10/2008	
MANUEL RAMOS (BEVERLY CHAPMAN)	4/4/2008	
JOHN PERRY (BEVERLY CHAPMAN)	4/21/2008	
JOHN PERRY (BEVERLY CHAPMAN)	4/21/2008	

**UNREINFORCED MASONRY BUILDINGS**

No.	Owner	Address (Guadalupe St)	Bldg	GUADALUPE Plan Ck No	Date RMA Approved	Application	1.) Proof of ownership of the property of authorization by the property owner to apply for this grant.	2.) Engineer's plans for seismic retrofit	3.) Architects or engineer's plans for all other renovation of the property including, but not limited to electrical, plumbing, ADA, cosmetic.	4.) Phase I environmental document for the [roperty prepared by a licensed environmental professional.	5.) Asbestos certification prepared by a licensed environmental professional.	6.) Proof of financial ability to pay for all work (seismic and otherwise) not funded by grant funds.	7.) Name of contractor who will do the work.	8.) Budget for the seismic retrofit work.	9.) Tasklist and timeline for the project, including seismic retrofit and all other renovation work.
1	John Ruffoni	935	10	320-2006	1/14/08	X	X	X	X	O	O	O	O	O	O
2	Manuel Ramos	914	13	314-2006	1/11/08	X	X	X	X	O	O	O	O	O	O
3	Guadalupe Alvarez	887-891	4	337-2006	1/10/08	X	X	X	X	X	O	O	O	O	O
4	John Perry	941-945	2	333-2006	1/14/08										
5	Nakano	854	20	334		X	X	X	X	O	O	O	O	O	O
6	Guadalupe Alvarez	813	19	318-2006	1/11/08	X	X	X	X	X	O	O	O	O	O
7	Maretti (Basque)	892	24	335	not done										
8	Vernon	898	12	336		X	X	X	X	X	O	O	O	O	O
	Myrna LeClaire &														
9	Dianne Korth	393	17	315-2006	1/9/08	X	X	X	X	X	O	O	O	O	O
10	Anna Lomeli	928	11	316-2006	1/10/08	X	X	X	X	X	O	O	O	O	O
11	John Perry	951	1	319-2006	1/14/08										
12	Anna Lomeli	946-60	9	317-2006	1/9/08	X	X	X	X	X	O	O	O	O	O
13	Minetti (Far Western)	899	7	345		X	X	X	X	O	O	O	O	O	O
14	Teter	910	8	346		X	X	X	X	O	O	O	O	O	O
15	Ruedas	878	15	05-225-01	1/14/08	X	X	X	X	X	O	O	O	O	O
16	Rafael Quiroga	920	14	05-226-01	1/10/08	X	X	X	X	X	O	O	O	O	O
17	Harry Masatani	771	16	05-2219-05	1/10/08	X	X	X	X	X	O	O	O	O	O
18	Guadalupe Alvarez	865-875	18	326-2006	1/10/08	X	X	X	X	X	O	O	O	O	O
19	Martinez & Ruedas	868-874	5	325-2006	1/14/08	X	X	X	X	X	O	O	O	O	O
20	John Perry	959	3	Unknown	1/11/08	X	X	X	X	X	O	O	O	O	O
21	Rafael Quiroga	823-829	15	Unknown	1/14/08	X	X	X	X	X	O	O	O	O	O
	12 owners	20 buildings		20 only											
	Vernon 1	Martinez 1		Alvarez 3											
	LeClaire 1	Masatani 1		Nakano 1											
	Lomeli 2	Perry 1		Ruffoni 1											
	Quiroga 2	Ruedas 1		Far Western 1											



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ATTACHMENT B Seismic & Other Rehabilitation Work Estimate

ATTACHMENT 1 Proof of Ownership

ATTACHMENT 2 Engineer's Plans Seismic Retrofit

ATTACHMENT 3 Plans Other Rehabilitation Work

ATTACHMENT 4 Phase 1 Environmental Site Assessment

a- Order-Invoice

b- Report

ATTACHMENT 5 Asbestos Certification and /or Report and Remedial Plan

a- Order-Invoice

b- Report

ATTACHMENT 6 Proof of Funds (Not Funded by Grant)

ATTACHMENT 7 Seismic Retrofit Contractors' Contract

ATTACHMENT 8 Budget for Seismic Retrofit Work

ATTACHMENT 9 Seismic Retrofit Task List & Timeline

ATTACHMENT 10 Other Rehabilitation Work Task List & Timeline

ATTACHMENT 11 Conditional Grant Agreement Between Agency And Applicant

Attachment 12 Memorandum Of Agreement

Check List

**Jojn Perry & Hank Lawrence 951 Guadalupe Street, City of Guadalupe, 93434  
County of Santa Barbara, California, APN# 115-071-03**

**CITY OF GUADALUPE  
COMMUNITY REDEVELOPMENT AGENCY  
DOWNTOWN SEISMIC RETROFIT  
GRANT APPLICATION**

Office use only

APN: \_\_\_\_\_ Project No.: \_\_\_\_\_

Date: **4-17-08**

Applicant Name: **John Perry and Henry Lawrence**

Property Owner Name (if different from applicant) **John Perry, Margarita Perry and Henry and Fern Lawrence**

Mailing Address: **959 Guadalupe Street Guadalupe, Ca. 93434**

Property Address: **951 Guadalupe Street, Guadalupe, Ca. 93434**

APN: **115-071-03**

Business Name: **Guerrero Family Store**

Applicant phone number **805 343-1515**

**Contact Persons: Beverly Chapman**  
**or John Perry**

**PROPERTY INFORMATION**

Please list all property owners as indicated on the grant deed to this property. Please provide the Social Security number or taxpayer identification number for each owner.

**John Perry**

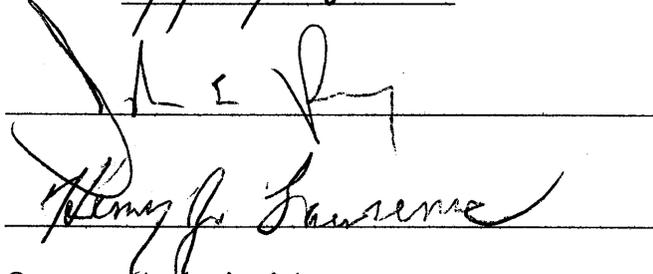
How long have you owned this property 20 years

Estimate of the property's current market value \$550,000.00

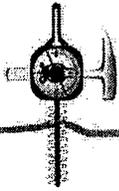
4. Phase I environmental document for the property prepared by a licensed environmental professional.  
Order **ATTACHMENT 4-a** Invoice **4-a**  
Report **ATTACHMENT 4-b**
5. Asbestos certification prepared by a licensed environmental Professional.  
Order **ATTACHMENT 5-a** Invoice **5-a**  
Report **ATTACHMENT 5-b**
6. Proof of financial ability to pay for all work (seismic and otherwise) not funded by grant funds.  
**ATTACHMENT 6**
7. Name of contractor who will do the work:  
**ATTACHMENT 7**
8. Budget for the seismic retrofit work:  
**ATTACHMENT 8**
9. Task list and timeline for the project, including seismic retrofit:  
**ATTACHMENT 9**
10. Task list and timeline for the project, including all other Required renovation work:  
**ATTACHMENT 10**

I certify that I have read and understand the document entitled "The 2006/2007 City of Guadalupe Community Redevelopment Agency Downtown Seismic Retrofit Grants Program and that I will comply with the requirements set forth therein. Further, I certify that I have had an opportunity to consult with an attorney and tax professional concerning my application for a grant. I agree to comply with the terms of any grant I receive from the City of Guadalupe Community Redevelopment Agency.

DATED: 4/21/08

  
\_\_\_\_\_

Owner or Authorized Agent



# GeoSolutions, Inc.

Post Office Box 6300, Santa Maria, California 93456-6300  
(805) 931-0188, 931-0261 fax  
jamie@geosolutions.net

## AGREEMENT FOR PROFESSIONAL SERVICES

Date of Agreement: March 31, 2008 Project No. SB00032-1  
Client: John Perry, 959 Guadalupe Street, Guadalupe, California 93434  
Project Address: 941, 945, and 951 Guadalupe Street, APN: 115-071-03 and -04, City of Guadalupe, California  
Project Description: Provide Phase I Environmental Site Assessment as per proposal dated March 31, 2008

This Agreement is entered into by and between GEOSOLUTIONS, INC. and the Client named above, as follows:

1. GEOSOLUTIONS, INC. agrees to perform professional services at the Project location described above, or elsewhere as appropriate, the scope of which services is briefly described above.
2. Unless otherwise specifically agreed in writing, GEOSOLUTIONS, INC. services shall be performed on a time and materials basis in accordance with the fee schedule attached to this Agreement. Any estimate of the total cost for the scope of work described herein is provided in good faith, but is intended as an estimate only in recognition of the many variables that may affect the execution of professional services (including, without limitation, conditions in the field, coordination with other trades, field change orders, and the like).
3. Client will be invoiced every month for professional services and direct costs, unless otherwise specifically agreed upon in writing. Invoices are due and payable upon receipt, and become delinquent after thirty (30) days. Late charges shall accrue on delinquent invoices at the rate of 1 1/2% per month. Should Client dispute any fee or charge, written notice of such dispute must be provided to GEOSOLUTIONS, INC. within thirty (30) days after invoice date; otherwise, invoiced items and amounts shall be conclusively presumed correct. If it becomes necessary for GEOSOLUTIONS, INC. to file suit to collect any sum due for professional fees or costs, the prevailing party in such collection action shall be entitled to reasonable attorney's fees and costs incurred therein.
4. Any change order or expansion or modification of the scope of work, or additional services to be provided by GEOSOLUTIONS, INC., shall be agreed upon in writing, to the extent that it is reasonably practicable to do so, and such modified or additional work shall be governed by each and every provision of this Agreement, provided, however, that Client's acceptance of the work as modified or enlarged shall be deemed a waiver of any requirement of a written change order associated therewith.
5. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Geosolutions, Inc. and Geosolutions, Inc.'s officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Geosolutions, Inc. or Geosolutions, Inc.'s officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by Geosolutions, Inc. under this Agreement, or the total amount of \$50,000 whichever is greater.
6. GEOSOLUTIONS, INC. shall perform professional services hereunder in accordance with generally accepted professional practice in its fields of specialty. No other warranty or representation of quality or result, either express or implied, is included or intended in our proposal, agreements or reports. Any and all reports or other findings, conclusions or recommendations provided to Client by GEOSOLUTIONS, INC. shall be strictly subject to the conditions and limitations stated therein. Any material departure from such conditions or limitations by Client shall relieve GEOSOLUTIONS, INC. of any liability which would otherwise arise in connection with such reports or recommendations.
7. To the fullest extent permitted by law, Client agrees to indemnify, defend, and hold harmless GEOSOLUTIONS, INC. from any and all liability, costs, loss, damages, or judgments arising directly or indirectly out of the conduct of Client, its employees, subcontractors, design professionals, agents, suppliers, and representatives, regardless of whether or not the active or passive fault of GEOSOLUTIONS, INC. contributed to the claim, loss, damage or liability.
8. In the event that Client requests termination of the services contemplated by this Agreement prior to the completion thereof, GEOSOLUTIONS, INC. reserves the right to complete such analyses, records, and reports as may be necessary to place its file in order and reasonably to protect its reputation for professional competence. All files, drawings, samples, field notes, and reports, including the authorized submission of final reports to public agencies, shall remain the property of GEOSOLUTIONS, INC. until GEOSOLUTIONS, INC. has received payment in full for fees and costs billed hereunder. The actual or threatened use of any such material in contravention of GEOSOLUTIONS, INC.'S ownership rights hereunder shall be grounds for appropriate injunctive relief.
9. GEOSOLUTIONS, INC. will diligently proceed to complete the professional services described in this Agreement in a timely manner. However, it is expressly agreed that GEOSOLUTIONS, INC. shall not be held responsible for delays in performance occasioned by factors beyond GEOSOLUTIONS, INC.'S control.

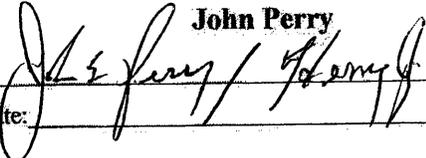
GeoSolutions, Inc.

John M.D. Kammer, CEG # 2118

  
Date: March 31, 2008

Client

John Perry

  
Date: March 31, 2008

**Attachment 4-A**

# ACTION HOME INSPECTION SERVICE

540 Atascadero Road, Morro Bay, CA 93442  
Phone (805) 995-2000 FAX 772-3765

**THIS INSPECTION CONTRACT LIMITS OUR LIABILITY--PLEASE READ IT**

## ASBESTOS INSPECTION ORDER

ADDRESS: 951 Guadalupe Street, Guadalupe, CA 93434 (APN# 115-071-03)

CLIENTS: John Perry

Date: \_\_\_\_\_

The undersigned hereby orders a visual inspection of the structure at the above address to be conducted by ACTION HOME INSPECTION SERVICE for the sole benefit of the undersigned. Under no circumstances shall the inspection be deemed for the benefit of any third party nor shall it constitute a warranty of any nature, express or implied. Note: This report is copyrighted.

### PURPOSE & SCOPE OF THE INSPECTION:

The purpose & scope of this inspection is to determine the presence of asbestos in visually accessible materials contained in the building being inspected. Any area which is not exposed to view or is otherwise concealed or inaccessible because of soil, walls, floor, ceilings, furnishings, storage, or any other thing, is not included in this inspection. As part of this inspection, we will identify areas where friable asbestos may be present and may recommend that samples be tested and/or corrective action be taken as deemed necessary.

This inspection is not a guarantee that asbestos is not present in the building(s). Rather, the inspection is performed to locate accessible asbestos-containing materials that are friable\* and therefore a potential health hazard. (\*The term "friable" refers to any asbestos-containing material which can be crushed with hand pressure.) Until the late 1970's, many building materials contained asbestos fibers for fire resistance and insulation or as a filler bonding agent. In some structures, asbestos may be found in ceiling finishes, wall and pipe insulation, floor tiles, vinyl sheet flooring, stoves, heating systems and other applications. The U.S. Consumer Products Safety Commission states that if those materials are non-friable and in good condition, it is best to leave them alone.

### LIMIT TO LIABILITY:

The inspection and report thereon is not a warranty, guarantee, insurance policy or substitute for any disclosure statement, as may be required by law. This is a limited visual inspection only. The liability of ACTION, its principals, and employees for errors and omissions is limited to the fee paid for the inspection. The CLIENTS agree to immediately accept a refund of the fees paid as full settlement of any and all claims which may ever arise from this inspection and report and as the maximum amount that may be due for any error or omission by ACTION HOME INSPECTION SERVICE.

### DISPUTE RESOLUTION

**CONTACT:** Should the CLIENTS have a complaint against ACTION: Prior to any alteration, repair, or replacement, the CLIENTS shall provide reasonable notice to, and permit an inspection of the condition(s) giving rise to the complaint, by ACTION or appointees thereof. The CLIENTS agree to hold ACTION harmless for any and all claims relating to conditions that are altered or repaired without said notice or inspection.

**MEDIATION:** Any dispute concerning the interpretation of this agreement or arising from the inspection or report, except one for non-payment of fees, shall unless first resolved informally between the parties, proceed to non-binding mediation. The parties agree to mutually select a suitably qualified mediator who is familiar with the real estate inspection profession.

**ARBITRATION:** Only subsequent to mediation, unresolved disputes (except for non-payment of fees) shall proceed to binding arbitration conducted in accordance with the construction industry rules of the American Arbitration Association, except that the parties shall select an arbitrator who is familiar with the real estate inspection profession. The arbitrator shall conduct summary judgement motions and enforce full discovery rights as would a court, and shall follow the substantive rules of law.

### PAYMENT:

The inspection fee of \$250<sup>00</sup>, plus \$20<sup>00</sup> per test sample, is due and payable at the time of the inspection.

The undersigned have read and understand this document and release ACTION HOME INSPECTION SERVICE from any and all liability arising out of or in any way connected with the inspection and report, except as expressly provided in this report.

Signature: \_\_\_\_\_

Ordered by: \_\_\_\_\_

As Agent For: \_\_\_\_\_

Of: \_\_\_\_\_

Inspection No. \_\_\_\_\_

Attachment 5-A

# CONSENT OF LANDOWNER

I (we) the undersigned owner of record of the fee interest in the parcel of land located at (print address): 941-945 Guadalupe Street, Guadalupe, Ca 93434 ; identified as Assessor Parcel Number 115-071-04 for which construction permits, and grants application are being filed with the City of Guadalupe and Redevelopment Agency requesting an approval for: grants and construction permits), do hereby certify that:

1. Such application may be filed and processed with my (our) full consent, and that I (we) have authorized Chaparra Group/ Beverly Chapman to act as my (our) agent in all contacts with the City or County and to sign for all necessary permits in connection with this matter.

2. I (we) hereby grant consent to the City of Guadalupe and County of Santa Barbara, its officers, agents, employees, independent contractors, consultants, sub-consultants, and their officers, agents or employees if the other governmental entities are providing review, inspections and surveys to assist the city/county in processing this application. This consent will expire upon completion of the project.

3. If prior notice is required for an entry to survey or inspect the property. Please contact; Beverly Chapman, 805 260-2051 or John Perry 805 343-1515

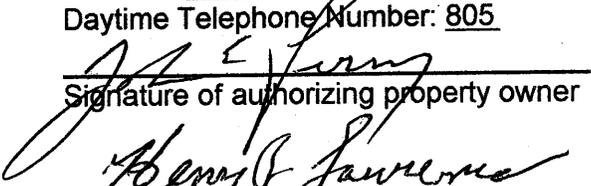
4. I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property: None

## Person or entity granting consent:

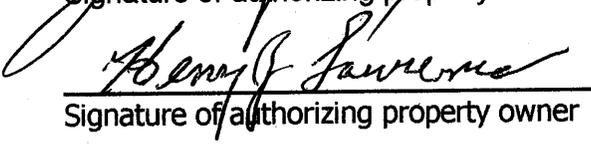
Name: John Perry and Henery Lawrence

Address: 959 Guadalupe Street, Guadalupe Ca 93434

Daytime Telephone Number: 805

  
\_\_\_\_\_  
Signature of authorizing property owner

4/21/08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of authorizing property owner

4/21/08  
\_\_\_\_\_  
Date

## Authorized agent:

Print Name: Chaparra Group/Beverly Chapman

Print Address: 943 Obispo Street Guadalupe, Ca 93434

Daytime Telephone Number: 805

  
\_\_\_\_\_  
Signature of authorized agent

4/21/08  
\_\_\_\_\_  
Date

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ATTACHMENT B Seismic & Other Rehabilitation Work Estimate

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ATTACHMENT 2 Engineer's Plans Seismic Retrofit

ATTACHMENT 3 Plans Other Rehabilitation Work

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a- Order-Invoice

b- Report

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a- Order-Invoice

b- Report

ATTACHMENT 6 Proof of Funds (Not Funded by Grant)

ATTACHMENT 7 Seismic Retrofit Contractors' Contract

ATTACHMENT 8 Budget for Seismic Retrofit Work

ATTACHMENT 9 Seismic Retrofit Task List & Timeline

ATTACHMENT 10 Other Rehabilitation Work Task List & Timeline

ATTACHMENT 11 Conditional Grant Agreement Between Agency And Applicant

Attachment 12 Memorandum Of Agreement

Check List

**Jojn Perry & Hank Lawrence 941-945 Guadalupe Street, City of Guadalupe, 93434  
County of Santa Barbara, California, APN# 115-071-04**

**CITY OF GUADALUPE  
COMMUNITY REDEVELOPMENT AGENCY  
DOWNTOWN SEISMIC RETROFIT  
GRANT APPLICATION**

Office use only

APN: \_\_\_\_\_ Project No.: \_\_\_\_\_

Date: **4-17-08**

Applicant Name: **John Perry and Henry Lawrence**

Property Owner Name (if different from applicant) **John Perry, Margarita Perry and Henry and Fern Lawrence**

Mailing Address: **959 Guadalupe Street Guadalupe, Ca. 93434**

Property Address: **941-945 Guadalupe Street, Guadalupe, Ca. 93434**

APN: **115-071-04**

Business Name: **UNKS Construction Inc**

Applicant phone number **805 343-1515**

**Contact Persons: Beverly Chapman** **1**  
**or John Perry**

**PROPERTY INFORMATION**

Please list all property owners as indicated on the grant deed to this property. Please provide the Social Security number or taxpayer identification number for each owner.

**John Perry**

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How long have you owned this property 20 years

Estimate of the property's current market value \$ \$450,000.00

## **DESCRIPTION OF WORK**

Generally describe the rehabilitation (seismic and other) you want to accomplish on the property Seismic retrofitting improvement work will be done as specified in the plans funded by the RDA and approved by the City of Guadalupe and will pass all inspections required by the City of Guadalupe Building and Safety Department. The Improvements to this URM building will strengthen and improve its resistance to seismic force levels during an earthquake to significantly reduce the hazards to life and safety and also provide safe entry and exit during and immediately after an earthquake.

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Other Improvements will include;

Required Improvements:

1. Handicap accessible bathroom improvements will be complete as necessary for ADA/Title 24 Compliance
2. Handicap accessible Ingress/egress will be improved including the retrofit of entry doors and signage as necessary
3. Gas Seismic shutoff valve will be installed for all active gas meters
4. Repair electrical, which may become necessary during and or after retrofit work
5. Earthquake strapping for water heaters will be complete
6. This property has Street parking only

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Improvements Not Required

Repair of drywall/plaster, paint, flooring, and plumbing which may be necessary during and or after retrofit work.

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Please attach an architect's or engineer's estimate of the cost of the seismic retrofit work you hope to accomplish

**ATTACHMENT A**

Estimate of the cost of all other rehabilitation work.

**ATTACHMENT B**

---

**Attach the following items to your application:**

1. Proof of ownership of the property or proof of authorization by the property owner to apply for this grant.

**ATTACHMENT 1**

2. Engineer's plans for seismic retrofit:

**ATTACHMENT 2.** On file with the City of Guadalupe.

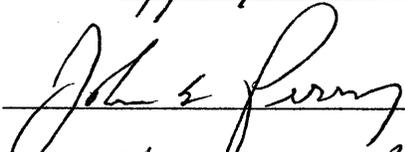
3. Architects or engineer's plans for all other renovation of the property Including, but not limited to electrical, plumbing, ADA/Title 24 Compliance,.

**ATTACHMENT 3**

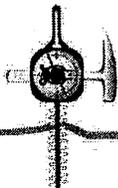
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DATED: 4/21/08


Owner or Authorized Agent



# GeoSolutions, INC.

Post Office Box 6300, Santa Maria, California 93456-6300  
(805) 931-0188, 931-0261 fax  
jamie@geosolutions.net

## AGREEMENT FOR PROFESSIONAL SERVICES

Date of Agreement: March 31, 2008 Project No. SB00032-1  
Client: John Perry, 959 Guadalupe Street, Guadalupe, California 93434  
Project Address: 941, 945, and 951 Guadalupe Street, APN: 115-071-03 and -04, City of Guadalupe, California  
Project Description: Provide Phase I Environmental Site Assessment as per proposal dated March 31, 2008

This Agreement is entered into by and between GEOSOLUTIONS, INC. and the Client named above, as follows:

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5. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Geosolutions, Inc. and Geosolutions, Inc.'s officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Geosolutions, Inc. or Geosolutions, Inc.'s officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by Geosolutions, Inc. under this Agreement, or the total amount of \$50,000 whichever is greater.
6. GEOSOLUTIONS, INC. shall perform professional services hereunder in accordance with generally accepted professional practice in its fields of specialty. No other warranty or representation of quality or result, either express or implied, is included or intended in our proposal, agreements or reports. Any and all reports or other findings, conclusions or recommendations provided to Client by GEOSOLUTIONS, INC. shall be strictly subject to the conditions and limitations stated therein. Any material departure from such conditions or limitations by Client shall relieve GEOSOLUTIONS, INC. of any liability which would otherwise arise in connection with such reports or recommendations.
7. To the fullest extent permitted by law, Client agrees to indemnify, defend, and hold harmless GEOSOLUTIONS, INC. from any and all liability, costs, loss, damages, or judgments arising directly or indirectly out of the conduct of Client, its employees, subcontractors, design professionals, agents, suppliers, and representatives, regardless of whether or not the active or passive fault of GEOSOLUTIONS, INC. contributed to the claim, loss, damage or liability.
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GeoSolutions, Inc.

John M.D. Kammer, CEG # 2118

Date: March 31, 2008

Client

John Perry

Date: 4/24/08

**ATTACHMENT 4-A**

# ACTION HOME INSPECTION SERVICE

540 Atascadero Road, Morro Bay, CA 93442  
Phone (805) 995-2000 FAX 772-3765

**THIS INSPECTION CONTRACT LIMITS OUR LIABILITY--PLEASE READ IT**

## ASBESTOS INSPECTION ORDER

ADDRESS: 941 + 945 Guadalupe Street, Guadalupe, CA 93434 (APN# 115-071-04)

CLIENTS: John Perry

Date: \_\_\_\_\_

The undersigned hereby orders a visual inspection of the structure at the above address to be conducted by ACTION HOME INSPECTION SERVICE for the sole benefit of the undersigned. Under no circumstances shall the inspection be deemed for the benefit of any third party nor shall it constitute a warranty of any nature, express or implied. Note: This report is copyrighted.

### PURPOSE & SCOPE OF THE INSPECTION:

The purpose & scope of this inspection is to determine the presence of asbestos in visually accessible materials contained in the building being inspected. Any area which is not exposed to view or is otherwise concealed or inaccessible because of soil, walls, floor, ceilings, furnishings, storage, or any other thing, is not included in this inspection. As part of this inspection, we will identify areas where friable asbestos may be present and may recommend that samples be tested and/or corrective action be taken as deemed necessary.

This inspection is not a guarantee that asbestos is not present in the building(s). Rather, the inspection is performed to locate accessible asbestos-containing materials that are friable\* and therefore a potential health hazard. (\*The term "friable" refers to any asbestos-containing material which can be crushed with hand pressure.) Until the late 1970's, many building materials contained asbestos fibers for fire resistance and insulation or as a filler bonding agent. In some structures, asbestos may be found in ceiling finishes, wall and pipe insulation, floor tiles, vinyl sheet flooring, stoves, heating systems and other applications. The U.S. Consumer Products Safety Commission states that if those materials are non-friable and in good condition, it is best to leave them alone.

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### DISPUTE RESOLUTION

**CONTACT:** Should the CLIENTS have a complaint against ACTION: Prior to any alteration, repair, or replacement, the CLIENTS shall provide reasonable notice to, and permit an inspection of the condition(s) giving rise to the complaint, by ACTION or appointees thereof. The CLIENTS agree to hold ACTION harmless for any and all claims relating to conditions that are altered or repaired without said notice or inspection.

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**ARBITRATION:** Only subsequent to mediation, unresolved disputes (except for non-payment of fees) shall proceed to binding arbitration conducted in accordance with the construction industry rules of the American Arbitration Association, except that the parties shall select an arbitrator who is familiar with the real estate inspection profession. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as would a court, and shall follow the substantive rules of law.

### PAYMENT:

The inspection fee of \$ 370.00 plus \$ 20.00 per test sample, is due and payable at the time of the inspection.

The undersigned have read and understand this document and release ACTION HOME INSPECTION SERVICE from any and all liability arising out of or in any way connected with the inspection and report, except as expressly provided in this report.

Signature: \_\_\_\_\_

Ordered by: \_\_\_\_\_

As Agent For: \_\_\_\_\_

Of: \_\_\_\_\_

Inspection No. \_\_\_\_\_

# ATTACHMENT 5-A

**CITY OF GUADALUPE  
COMMUNITY REDEVELOPMENT AGENCY  
DOWNTOWN SEISMIC RETROFIT  
GRANT APPLICATION**

Office use only

APN: \_\_\_\_\_ Project No.: \_\_\_\_\_

**Date: 8-14-07**

**Applicant Name: John Perry**

**Mailing Address: 959 Guadalupe Street Guadalupe, Ca. 93434**

**Property Owner Name (if different from applicant) \_\_\_\_\_**

**Property Address: 955-959 Guadalupe Street, Guadalupe Ca. 93434**

**Business Name: Napa Auto Parts**

**Applicant phone number( 805)                      roperty Owner phone \_\_\_\_\_**

**Contact Person: Chaparra Group, Beverly Chapman** \_\_\_\_\_

**PROPERTY INFORMATION**

955-959 Guadalupe Street, City of Guadalupe, County of Santa Barbara, California  
APN#115-071-02

Please list all property owners as indicated on the grant deed to this property. Please provide the Social Security number or taxpayer identification number for each owner.

John Perry

How long have you owned this property? 36 years

Estimate of the property's current market value \$500,000.

## DESCRIPTION OF WORK

Generally describe the rehabilitation (seismic and other) you want to accomplish on the property Seismic retrofitting improvement work will be done as specified in the plans funded by the RDA and approved by the City of Guadalupe and will pass all inspections required by the City of Guadalupe Building and Safety Department. The Improvements to this URM building will strengthen and improve its resistance to seismic force levels during an earthquake to significantly reduce the hazards to life and safety and also provide safe entry and exit during and immediately after an earthquake.

Other Improvements will include;

Required Improvements:

1. New Handicap accessible bathroom improvements will be complete in 959
2. Handicap accessible Ingress/egress will be improved including signage
3. Automatic Gas Seismic shutoff valve will be installed at 959 and 955 Guadalupe St. Earthquake strapping for water heaters is complete in 955 Guadalupe / no hot water heater in 959 Guadalupe St.

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Street Parking and the public parking lot a block away serves these buildings

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### Improvements Not Required

1. Plaster repair and paint touch up (inside) will be complete after seismic retrofit work
2. Stucco repair will be complete after seismic retrofit work

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Please attach an architect's or engineer's estimate of the cost of the seismic retrofit work you hope to accomplish **ATTACHMENT A**

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Estimate of the cost of all other rehabilitation work; **ATTACHMENT B**

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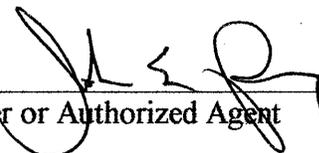
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**Attach the following items to your application:**

1. Proof of ownership of the property or proof of authorization by the property owner to apply for this grant.  
ATTACHMENT 1
2. Engineer's plans for seismic retrofit:  
ATTACHMENT 2. On file with the City of Guadalupe RDA.
3. Architects or engineer's plans for all other renovation of the property Including, but not limited to electrical, plumbing, ADA, cosmetic.  
Will submit as ATTACHMENT 3
4. Phase I environmental document for the property prepared by a licensed environmental professional.  
Ordered attached as ATTACHMENT 4-a will supply Report as ATTACHMENT 4-b when complete.
5. Asbestos certification prepared by a licensed environmental Professional.  
Ordered attached as ATTACHMENT 5-a will supply Report as ATTACHMENT 5-b when complete.
6. Proof of financial ability to pay for all work (seismic and otherwise) not funded by grant funds.  
Will supply as ATTACHMENT 6 after final selection of contractors and amount finalized.
7. Name of contractor who will do the work:  
Will supply as ATTACHMENT 7 after receiving 3 bids and final selection.
8. Budget for the seismic retrofit work:  
Will supply as ATTACHMENT 8 after receiving 3 bids and final selection.
9. Task list and timeline for the project, including seismic retrofit:  
Will supply as ATTACHMENT 9 after receiving 3 bids and final selection.
10. Task list and timeline for the project, including all other Required renovation work:  
Will Provide as ATTACHMENT 10 after final contractor selection

I certify that I have read and understand the document entitled "The 2006/2007 City of Guadalupe Community Redevelopment Agency Downtown Seismic Retrofit Grants Program and that I will comply with the requirements set forth therein. Further, I certify that I have had an opportunity to consult with an attorney and tax professional concerning my application for a grant. I agree to comply with the terms of any grant I receive from the City of Guadalupe Community Redevelopment Agency.

DATED: 8/14/07

  
\_\_\_\_\_  
Owner or Authorized Agent

**CONDITIONAL GRANT AGREEMENT BETWEEN AGENCY AND  
APPLICANT**

THIS CONDITIONAL GRANT AGREEMENT (the "Agreement") dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008, is entered by and between THE CITY OF GUADALUPE COMMUNITY REDEVELOPMENT AGENCY, (the "Agency") and \_\_\_\_\_, a private property owner (the "Applicant").

**RECITALS**

- A. Agency has adopted Downtown Seismic Retrofit Grants Program ("URM Grant Program") in order to provide grants to certain owners of eligible buildings who design and construct improvements to retrofit their unreinforced masonry buildings to meet specific building standards.
- B. Applicant is the owner of that certain building located at \_\_\_\_\_ (the "Building").
- C. Applicant has submitted an application to the Agency pursuant to the URM Grant Program Guidelines for a grant for seismic retrofit improvements to the Building.
- D. Applicant completed the application process set forth in the Guidelines and has submitted final approved plans for seismic retrofit improvements dated \_\_\_\_\_, and has obtained a Building Permit dated \_\_\_\_\_, (the "Work").
- E. Applicant and Agency desire to enter into this Agreement to set forth the terms and conditions of: Applicant's construction, installation and maintenance of the Work; and Agency's grant of funds to Applicant for construction of the Work, as set forth herein.
- F. This Agreement is in furtherance of the objectives of the Agency's Redevelopment Plan. The Work will improve the Redevelopment Project Area and help eliminate physical and economic blight in the Project Area and stimulate private investment.

NOW, THEREFORE, Applicant and Agency hereby agree as follows:

1. Commencement and Completion of Work. Applicant shall begin the Work not later than the earlier of (1) 90 days after approval of the grant by the Agency Board of Directors, or (2) if an advance payment is made pursuant to Section 2, 14 days after such advance payment is made. Applicant shall complete or cause its contractors and/or subcontractors to complete the Work in accordance with all approved plans and permits not later than 18 months after the date of the Grant Award. The date of the Grant Award shall be the date the grant is approved by the Agency Board of Directors. Failure to complete the Work within this time frame or abandonment of the Work prior to completion may result in Applicant being required to repay the grant to the Agency, at

Agency's option. The Agency may grant an extension of time on a case-by-case basis. In the event the Applicant does not believe the Work will be completed within the required time frame, the Applicant may apply for a time extension. The Applicant shall apply for any time extension early enough to ensure sufficient time for the RDA to process a request for time extension and present the request to the RDA Board for consideration.

2. Grant Disbursement. The total grant amount available for the Work is \$\_\_\_\_\_. Applicant acknowledges that this amount may not be sufficient to complete the Work, and Applicant accepts all liability for amounts owed to contractors and others in excess of the grant amount. Under no circumstances shall Agency be liable for any amounts in excess of the grant amount without prior approval of the Board of Directors through amendment to this Agreement. Grant payments will be made by the Agency directly to contractors or engineers for the Work. Invoices for payment must be submitted to the Agency for approval and payment to ensure the work performed is eligible work under the URM Grant Program. Under no circumstances will any grant funds be paid directly to Applicant, unless Applicant is the licensed contractor actually performing the Work. An amount of up to twenty percent (20%) of the grant amount may be made in advance of the Work to pay for contractor mobilization. After this initial advance payment, grant funds will not be paid in advance of eligible expenditures. Grant payments will be made no more frequently than monthly upon submission of invoices from Applicant's contractor or engineer, and only after approval by the Building Department of City.

3. Maintenance of Work. Applicant, at its sole cost and expense, shall maintain the Work in accordance with the terms of this section 3 for five (5) years following the date of completion of the Work. Applicant and its contractors and subcontractors shall maintain the Work in conformance and in compliance with the approved plans and permits, as the same may be amended from time to time with the approval of the City, and in accordance with the custom and practice generally applicable to first-class commercial projects located within the City of Guadalupe. All such maintenance work shall conform to all applicable federal, state and local laws and regulations for the performance of maintenance.

4. Indemnification. To the fullest extent permitted by law, Applicant shall indemnify, defend, and hold harmless Agency, the City of Guadalupe ("City"), its and their elective and appointive boards, commissions, officers, agents and employees (collectively, "Agency Parties"), from any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including tax liability, attorneys' fees and costs) (collectively, "Claims") arising, directly or indirectly, from the acts, omissions, negligence or willful misconduct of Applicant or its engineers, contractors, subcontractors, employees, representatives or agents. The Agency Parties shall not be deemed to have waived any right against Applicant that it or they may have by reason of the aforesaid indemnity, because of the approval by Agency or City of the plans,

specifications and drawings for the Work. Applicant's indemnity obligations under this section 4 shall survive the expiration or termination of this Agreement.

5. Insurance. Until completion of the Work and disbursement of the Grant by Agency, Applicant shall take out and maintain or shall cause its contractor to take out and maintain Commercial General Liability and Workers' Compensation Insurance as follows:

a. Commercial General Liability policy in the amount of One Million Dollars (\$1,000,000) combined single limit, or such other policy limit as Agency may approve at its discretion, including contractual liability, as shall protect Applicant, Agency and City from claims for damages. Such policy or policies shall be written on an occurrence basis. The Commercial General Liability Policy hereunder shall name the Agency and City and its and their respective officers, agents, employees, and representatives as additional insured's through endorsement. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Applicant shall furnish Agency with a certificate of insurance evidencing the required insurance coverage and a duly executed endorsement evidencing such additional insured status. The certificate shall contain a statement of obligation on the part of the carrier to notify Agency and City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Applicant shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policies shall contain a waiver of subrogation for the benefit of Agency and City. The required certificate and endorsement shall be furnished by Applicant to Agency prior to the commencement of any of the Work.

b. Workers' Compensation Insurance. Applicant shall furnish or cause to be furnished to Agency evidence satisfactory to Agency that Applicant and any contractor with whom it has contracted for the performance of the Work or otherwise pursuant to this Agreement carries Workers' Compensation Insurance as required by law.

6. Compliance with Laws. Applicant shall carry out the Work in conformity with all applicable laws, including the City's zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq. and Government Code Section 8875.8. Applicant acknowledges that the requirements of the State of California prevailing wage law (Labor Code section 1720, et seq.) applies to all of the Work. Applicant shall cause its contractors and subcontractors to comply with all requirements of such prevailing wage law.

7. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

Agency:  
City of Guadalupe Community Redevelopment Agency  
918 Obispo Street  
Guadalupe, CA 93934  
Attn: Executive Director

Applicant:

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Either party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

#### 8. Default.

8.1 Any failure by Applicant to perform any term or provision of this Agreement shall constitute an "Event of Default" if Applicant does not cure such failure within thirty (30) days following written notice of default from Agency. Upon the occurrence of an Event of Default, Agency shall have the right, in addition to any other rights or remedies (a) to institute any action at law or in equity to cure, correct, prevent or remedy any Event of Default; (b) to recover damages for any Event of Default; or (c) to terminate this Agreement by written notice to Applicant. In the event Agency terminates this Agreement as provided above, neither party shall have any further rights or obligations hereunder, except for Applicant's indemnity obligations under Section 4, which shall survive such termination. Furthermore, termination of the Agreement shall not relieve Applicant of liability for repayment of the grant proceeds under Section 1.

8.2 Any failure or delay by Agency in asserting any of its rights or remedies as to any Event of Default shall not operate as a waiver of any Event of Default or of any such rights or remedies or deprive Agency of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

#### 9. Miscellaneous Terms and Provisions.

9.1 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

9.2 Assignment. Prior to completion of the Work, Applicant may not transfer or assign any or all of its rights or obligations under this Agreement without the prior written consent of Agency, which consent shall not be unreasonably withheld. Any such assignment or transfer without Agency's consent shall be wholly void and of no effect. All of Applicant's rights and obligations under this Agreement shall run with the land and shall be binding on its successors, heirs and/or assigns.

9.3 No Third-Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over or against any party to this Agreement. Nothing herein shall be construed to create a partnership, joint venture or similar arrangement between the parties hereto.

9.4 Governing Law; Venue. The laws of the State of California shall govern the interpretation and enforcement of this Agreement without reference to principles of conflict of laws. Venue for any action brought under this Agreement shall be in the Superior Court of Santa Barbara County, California.

9.5 Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

9.6 No Agency Relationship. Neither Applicant nor any of Applicant's agents, contractors or subcontractors are or shall be considered to be agents of Agency in connection with the performance of any of Applicant's obligations under this Agreement.

9.7 Agreement is Final Contract. This Agreement, together with Agency's Downtown Seismic Retrofit Grants Program, represents the entire understanding of Applicant and Agency as to those matters contained herein. In the event of any conflict between the provisions of this Agreement and the Downtown Seismic Retrofit Grants Program, the provisions of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

IN WITNESS WHEREOF, Agency and Applicant have caused this Agreement to be executed as of the dates set forth below.

Dated: \_\_\_\_\_, 2008

“AGENCY”

CITY OF GUADALUPE COMMUNITY REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Its: Executive Director

Dated: \_\_\_\_\_, 2008

“APPLICANT”

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

Printed Name: \_\_\_\_\_

Recording requested by:  
CITY OF GUADALUPE  
COMMUNITY REDEVELOPMENT AGENCY

When recorded mail to:  
City of Guadalupe  
Community Redevelopment Agency  
918 Obispo Street  
Guadalupe, CA 93434  
Attn.: Executive Director

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and between the City of Guadalupe Community Redevelopment Agency ("Agency") and \_\_\_\_\_ ("Grantee") with respect to that certain Conditional Grant Agreement ("Agreement") dated \_\_\_\_\_, between the Agency and Grantee. This Memorandum shall provide notice of the existence of the unrecorded Agreement which contains terms, conditions and covenants affecting that certain real property owned by Grantee and located at \_\_\_\_\_ in Guadalupe, California and more particularly described on Exhibit A attached hereto ("Property"). Unless and until released by the Agency, the terms, conditions, and covenants of Grantee contained in the Agreement shall run with the land, and shall be binding on its successors, heirs, and/or assigns for a period of five (5) years from the date of completion of the Work called for under the Agreement. Further, such terms, conditions, and covenants shall to the fullest extent permitted by law and equity, be binding for the benefit and in favor of, and enforceable by the Agency, its successors and assigns against the Grantee, its successors and assigns.

This Memorandum shall incorporate herein all of the terms, covenants and conditions of the Agreement as though fully set forth herein. A copy of the Agreement is available at the City of Guadalupe Community Redevelopment Agency, 918 Obispo Street, Guadalupe, California. This Memorandum is recorded solely for the purpose of providing notice of the Agreement and shall not be deemed to alter, modify, amend or supplement the terms, covenants and conditions of the Agreement, of which this is a memorandum.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Executed on \_\_\_\_\_, 200\_\_, at Guadalupe, Santa Barbara County,  
California.

“Agency”  
City of Guadalupe Community Redevelopment Agency

By: \_\_\_\_\_  
Executive Director

“Grantee”  
\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(print name)  
\_\_\_\_\_  
(d/b/a)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**AGENCY ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

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

Witness my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**GRANTEE ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

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

Witness my hand and official seal.