



City of Santa Barbara

Public Works Department

SantaBarbaraCA.gov

January 22, 2024

Main Office

630 Garden Street
P.O. Box 1990
Santa Barbara, CA
93102-1990

SANTA BARBARA AMATEUR RADIO CLUB
Brian Millburn, President
And Board of Directors
Post Office Box 3907
Santa Barbara, CA 93130-3907

Administration

Tel: (805) 564-5377
Fax: (805) 897-2613

Club Station Address:
SBARC at the Red Cross
2707 State Street, Santa Barbara, CA

Engineering

Tel: (805) 564-5363
Fax: (805) 564-5467

Dear Mr. Millburn, Board of Directors and to all parties concerned:

This letter provides formal notice to vacate the areas currently occupied by the Santa Barbara Amateur Radio Club's (SBARC) radio facilities including all structures, antennas, and related equipment and utilities (Facilities) located on City Property known as the Vic Trace Reservoir at 740 Dolores Avenue, Santa Barbara, CA by July 30, 2024.

Public Works

Downtown Team

Tel: (805) 564-5385
Fax: (805) 564-5467

SBARC has been previously informed of the upcoming City Water Resources project at the Vic Trace Water Reservoir property, and the potential need to remove all Facilities located thereon. It has now been determined that the Water Resources Project will in fact necessitate the removal of all SBARC Facilities, hence the written notice to remove all Facilities per the existing Agreement between the City and SBARC. See attached Agreement date March 9, 1976.

Streets Operations & Infrastructure

Management

Tel: (805) 564-5454

The City's Vic Trace Reservoir Replacement Project (Project) will design and construct a replacement water storage facility at the City's existing Vic Trace property. Vic Trace Reservoir is being replaced due to its age, increasing repair needs, and importance to the City's overall water storage portfolio. The Project is anticipated to include deconstruction of the existing concrete reservoir, significant site-wide excavation and grading, and construction of two new 5-million-gallon concrete below ground reservoirs and installation supporting infrastructure (e.g., pipelines, valves, fences, utilities, etc.).

Water Resources

Tel: (805) 564-5387
Fax: (805) 897-1991

The Project's design is underway, and construction is anticipated to take 2-4 years. The SBARC Facilities along with other radio communications towers and equipment onsite must be removed to accommodate the reservoir's demolition and construction.

Facilities & Fleet Management

Facilities

Tel: (805) 564-5583
Fax: (805) 897-2577

Please acknowledge this letter upon receipt in writing and call me with questions and discussions regarding the coordination efforts necessary.

Sincerely,

Fleet

Tel: (805) 564-5402
Fax: (805) 897-2515

Matthew Ward

Matthew Ward, Water System Manager

Cc: Daniel S. Hentschke, Assistant City Attorney
Joshua Haggmark, P.E., Water Resources Manager
Ashleigh A. Shue, P.E., Principal Engineer

Kelly Bourque, Senior Project Engineer
David Thornburgh, Sr. Real Property Agent
Michael McNeil, Electronics Communications Supervisor
Roger Arroyo, Water Distribution Supervisor

Attachments: Lease Agreement at Vic Trace Reservoir

A G R E E M E N T

THIS AGREEMENT, made and entered into this 9th
day of March, 1976,
by and between

CITY OF SANTA BARBARA, a municipal
corporation, hereinafter referred
to as "City";

and

SANTA BARBARA AMATEUR RADIO CLUB,
an organization, hereinafter
referred to as "Operator";

W I T N E S S E T H:

THAT WHEREAS, City is the owner of that certain real
property more particularly described as the Vic Trace Reservoir,
at which site there is presently installed a radio communications
center structure and an emergency generator; and

WHEREAS, Operator has requested permission to install
radio repeater equipment at said reservoir site, to provide emer-
gency radio service to the Civil Defense/Emergency Services of
the City of Santa Barbara; and

WHEREAS, there is no objection from a technical stand-
point of interference with presently existing equipment, nor will
such installation interfere with the operation of the reservoir
as a source of water supply to said City;

NOW, THEREFORE, in consideration of the premises, it
is hereby understood and agreed between the parties hereto as
follows:

1. The Operator is hereby authorized and permitted to erect an antenna tower similar to those now in use at the site, and to install radio equipment near or attached to the tower at a point external from the existing building housing City radio equipment, but having access to the same electric power and emergency power source. All such installations shall be erected only upon prior approval by the City Radio Technician. Further, it is agreed that such equipment will be erected entirely at Santa Barbara Amateur Radio Club expense, using approved materials.

2. City does not assume any responsibility or liability for the installation, use or maintenance of said equipment; and Operator agrees to indemnify, defend and save harmless City, its authorized agents, officers, representatives and employees, at all times from and against any and all penalties, liability or annoyance or loss resulting from court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts of Operator, his agents, servants, or representatives, by reason of any act or omission of such person or persons under this agreement.

3. The radio installation will be under the trusteeship of a licensed radio amateur at all times and will be operated in accordance with applicable laws as established by the Federal Communications Commission.

4. Operator will register an acceptable list of operators and maintenance personnel with the City Radio Shop, and agrees that a minimum number of such personnel will be present at the Vic Trace site at all times.

5. Operation of the repeater will be in accordance

with strictest radio frequency interference standards, and interference to existing City and County radio installations at the Vic Trace site will not be permitted. Interference problems attributed to the operation of the repeater will be promptly corrected by the Operator's Interference Committee, and if not corrected, the repeater will be removed from the Vic Trace site.

6. In the event that City determines that it is in need of the area occupied by said equipment, City shall notify Operator in writing, and Operator agrees to remove the equipment installed by him upon receipt of such notice.

7. Operator further agrees that in the event said transmitting equipment interferes with television reception in the area, which interference is established to the satisfaction of the City Council of City, Operator will remove said equipment upon written request by said City Council.

8. Operator further agrees that said equipment shall be used for civil defense/emergency services purposes whenever request is made therefor by the proper authorities, which includes the Emergency Services Department of the City of Santa Barbara.

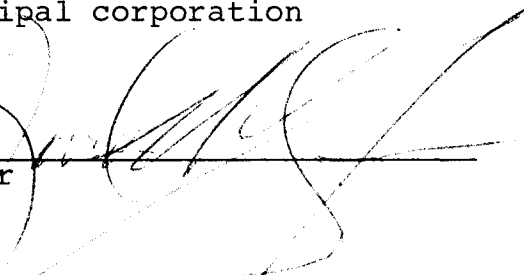
9. Operator agrees to comply with the Nondiscrimination Certificate attached hereto, marked Exhibit "A," and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused

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this agreement to be executed the day and year first above written.

CITY OF SANTA BARBARA
a municipal corporation

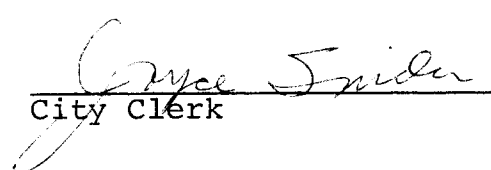
By 
Mayor

SANTA BARBARA AMATEUR RADIO CLUB

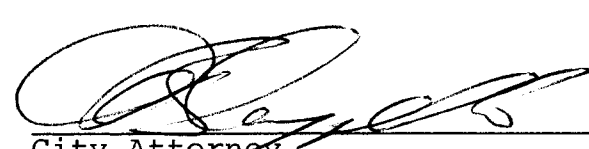
By 
Title President

P. O. Box 3232
Santa Barbara, California 93105

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

CONTRACTOR'S OBLIGATION FOR NONDISCRIMINATORY
EMPLOYMENT CERTIFICATE (M.C. 2.61)

The "Contractor's Obligation for Nondiscriminatory Employment" is as follows:

In performing the work of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin. The Contractor will take positive action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

(5) A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible."

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

(6) Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees, that should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be recovered from the Contractor. The City may deduct any such penalties from any monies due the Contractor from the City.

(7) The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:

(a) The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

(b) The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

(c) The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(d) The Contractor shall notify the City of opposition to the non-discrimination provision by individuals, firms or organizations during the period of this contract.

(8) Nothing contained in this "Contractor's Obligation for Nondiscriminatory Employment Certificate" shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

(9) (a) In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

(b) The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.