



AGENDA

CITY COUNCIL SPECIAL MEETING

TUESDAY, JUNE 30, 2026, 5:30 PM

KENT HALL COUNCIL CHAMBERS - CITY HALL CAMPUS - 111 W SANTA ANA ST, OJAI, CA

OJAI CITY COUNCIL

ANDY GILMAN, MAYOR

DISTRICT 1 - LESLIE RULE
DISTRICT 2 - RACHEL LANG

DISTRICT 3 - ANDREW WHITMAN
DISTRICT 4 - KIM MANG

BEN HARVEY
CITY MANAGER

BETHANY BURGESS
CITY ATTORNEY

WESTON MONTGOMERY
CHIEF DEPUTY CITY CLERK

VIEWING & ACCESS

Public participation is encouraged! The Ojai City Council meets regularly on the second and fourth Tuesdays of the month at 6:00 p.m. The meetings are conducted in a hybrid model, providing both in-person attendance and virtual public comment via the Zoom link below. Virtual attendance via Zoom is the only way to remotely provide public comment. Pre-registration is not required for public comment via Zoom. Instead, Zoom participants will utilize the "hand-raise" function to indicate their desire to speak on an item. The meeting is also livestreamed on the City's website at ojai.ca.gov/525/2968/Public-Meetings, on YouTube at youtube.com/@ojaicity, and on Spectrum Channel 10. See "Public Comment Options" below for further instruction.

[ZOOM LINK - June 30, 2026 - Special Meeting](#)

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

DISCUSSION

- 1. First Amendment to Agreement with Ventura County Behavioral Health for Intensive Services Coordinator for FY 2026-2027 (*Operational Need*)**
RECOMMENDATION: Authorize the City Manager to execute the First Amendment

to the Agreement with Ventura County Behavioral Health for continuation of Intensive Service Coordinator services for non-emergency mental health and case management for unhoused individuals citywide, to extend the term of the Agreement by one year and increase the Agreement's Not-to-Exceed Limit by \$177,647, funded equally by General Fund (OTT) and ERF Grant Funds, for a new total Not-to-Exceed Limit of \$371,955, in a form approved by the City Attorney.

[Administrative Report - VCBH Amendment No 1](#)

[Attachment A - VCBH CONTRACT FY 2025-26](#)

2. Concept Review for City of Ojai Speed Hump Policy (*City Council Direction*)

RECOMMENDATION:

1. Review the recommendations for a City of Ojai Speed Hump Policy and provide feedback to staff; and,
2. Decide whether to adopt the policy at a future meeting or have it reviewed by the Public Safety Commission.

[Agenda Report - Concept Review for Speed Hump Policy](#)

[Attachment A - County of Ventura Modified Policy for Ojai](#)

[Attachment B - Comparison and Listing of Speed Hump Policies from Various Municipalities](#)

3. Council Member Town Hall and Panel Policy (*City Council Direction*)

RECOMMENDATION: Review and adopt the Town Hall and Panel Policy establishing guidelines for City sponsored and Council member hosted town community meetings, including the use of City resources and compliance.

[Administrative Report - Council Member Town Hall and Panel Policy](#)

[Attachment A - Town Hall and Panel Policy](#)

ADJOURNMENT

Posted June 26, 2026 at 10:00 a.m.

Weston Montgomery, Chief Deputy City Clerk

WRITTEN PUBLIC COMMENTS

Written public comments will be published here for public access. Please see PUBLIC COMMENT OPTIONS below for detailed instructions on how to submit.

ACCOMMODATIONS

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call (805) 646-5581. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

If you feel that a language interpreter is necessary for you to participate in this meeting, notification 48 hours prior to the meeting will enable the City to make reasonable arrangements for an interpreter to assure your participation/understanding of this meeting.

Si considera que un intérprete de idiomas es necesario para participar en esta reunión, la notificación 48 horas antes de la reunión le permitirá a la Ciudad hacer arreglos razonables para que un intérprete asegure su participación/comprensión de esta reunión del Concejo

Municipal.

Para Español por favor llame al (805) 646-5581 ext. 100 o por correo electronico a cityclerk@ojai.ca.gov.

PUBLIC PARTICIPATION

Agenda reports and other disclosable public records related to agenda items are available on the City's website at ojai.ca.gov/525/2968/Public-Meetings and at City Hall located at 401 S. Ventura St., Ojai, Ca., during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

PUBLIC COMMENT OPTIONS

Written Comments: In order for staff to provide the City Council with written public comments timely, written/emailed public comments must be submitted no later than **3:00 p.m. on the day before the meeting.**

You may always submit written comments to the City Clerk via mail, in person at City Hall, or via email to cityclerk@ojai.ca.gov. If your written comment is received by 3:00 p.m. on the day before the meeting date, the City Clerk will distribute copies of your comments to all Council Members and recorded on the City website. Written comments received after 3:00 p.m. may not be distributed to the Council Members and recorded on the City website until after the meeting.

Verbal Comments: Verbal Comments will be received on any item on the agenda at the time the agenda item is heard. Comments may be made in person at the meeting or through Zoom, via the link at the top of the Agenda. Pre-registration is not required for public comment via Zoom. Instead, Zoom participants will utilize the hand-raise function to indicate their desire to speak on an item.

IMPORTANT NOTES:

All materials related to an item on this agenda, including written public comments, will be available for public inspection in the City Clerk's Office at City Hall, and following the meeting, will be accessible on the City of Ojai's website at ojai.ca.gov.

As a government agency, the City of Ojai is subject to the California Public Records Act (Government Code § 6250 et seq.). Please be advised that all communications submitted to City officials and staff are subject to public disclosure under the California Public Records Act. There are limited exceptions that allow the City to redact personal information under the California Public Records Act. If you have concerns regarding privacy, please do not include your personal identifying information, such as your name, e-mail, phone number, and home address in your correspondence to the City, including, but not limited to, public comment.

If you challenge the actions of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in the public notices, or in written correspondence delivered to the City Council at, or prior to, the public hearing (California Government Code Section 65009).

Any legal action by an applicant seeking to obtain a judicial review of the City Council's

decision on a Hearing listed on this Agenda may be subject to the 90-day filing period of and governed by Code of Civil Procedure Section 1094.6.

LEVINE ACT WARNING

Applicants and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308. No City Council Member may accept, solicit, or direct a contribution of more than \$500 from any party or agent for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

A party to a City proceeding - which includes both applicants and agents - shall disclose on the record of the proceeding any contribution of more than \$500 made to any Council Member by the applicant or agent, during the preceding 12 months. No party to a City proceeding, or agent, shall make a contribution to a Council Member during the proceeding and for 12 months following the date a final decision is rendered by the City.

Prior to rendering a decision on a City proceeding, any Council Member who received a contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding and shall be disqualified from participating in the proceeding. However, if any Council Member receives a contribution that otherwise would require disqualification and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, the Council Member shall be permitted to participate in the proceeding.

If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity. Failure to do so may affect the City's ability to process your application.



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager

MEETING DATE: June 30, 2026

SUBJECT: First Amendment to Agreement with Ventura County Behavioral Health for Intensive Services Coordinator for FY 2026-2027

RECOMMENDATION

Authorize the City Manager to execute the First Amendment to the Agreement with Ventura County Behavioral Health (VCBH) for continuation of Intensive Service Coordinator services for non-emergency mental health and case management for unhoused individuals citywide (Amendment No. 1), to extend the term of the Agreement by one year and increase the Agreement's Not-To-Exceed Limit by \$177,647, funded equally by General Fund (OTT) and ERF Grant Funds, for a new total Not-to-Exceed Limit of \$371,955, in a form approved by the City Attorney.

DISCUSSION

The City faces ongoing challenges with homelessness and unsheltered residents. To address this, staff recommends continuing to partner with VCBH and contracting for an Intensive Service Coordinator (ISC) for the Ojai Permanent Supportive Housing Project (OPSHP).

The ISC will work with VCBH's RISE program, which provides field-based case management for people with significant mental health needs who aren't connected to care. This initiative focuses on outreach, assessments, and sustained support, helping individuals access necessary services.

Including the ISC with the City's team strengthens support for unhoused individuals, especially within the OPSHP/Ojai Tent Town (OTT), and the wider community. The partnership aims to increase access to services, reduce emergency calls, and improve resident stability.

VCBH will continue to assign a full-time ISC to connect people with County resources. Duties include:

- Regular field engagement with unhoused individuals,
- Trauma-informed, strengths-based case management,
- Coordinating referrals to long-term care, housing, and social services,
- Helping OPSHP/Ojai Tent Town residents maintain housing and reach recovery goals.

The ISC does not provide crisis intervention or psychiatric emergency response but instead facilitates access to services and offers ongoing support. When construction of the OPSHP is complete, the ISC will help relocate Ojai Tent Town residents. This amendment supplements Help of Ojai Inc., which supplies two case managers who assist OTT participants and future OPSHP residents, supporting their transition to the new permanent facility.

The City entered into the original Agreement on May 1, 2025, to provide services for one year with up to two additional one-year extensions and for a total not-to-exceed amount of \$194,308. Of the original not-to-exceed amount, \$25,908 was designated for services provided in FY 2024-25 and \$168,400 for FY 2025-26. Amendment No. 1 will exercise the first, one-year extension and increase the not-to-exceed amount by \$177,647 for FY 2026-27.

CONCLUSION

The City is proposing VCBH Agreement Amendment No. 1 to invest in sustainable strategies addressing homelessness and mental health. By maintaining support for an Intensive Service Coordinator from the RISE program, the City will enhance outreach efforts and case management services targeting unhoused individuals with complex needs.

This collaborative approach benefits local initiatives such as OPSHP and Ojai Tent Town by providing trauma-informed care, promoting housing stability, decreasing dependence on emergency services, and encouraging recovery. Staff recommend that the City Council authorize the City Manager to execute Amendment No. 1 to the Agreement with VCBH to ensure continued coordinated and effective responses to homelessness.

COUNCIL GOALS ALIGNMENT

Goal No. 1 - Affordable Housing

OPTIONS

1. Take no action;
2. Provide alternative direction to staff.

FISCAL IMPACT

The total contract amount for FY 2026-27 for the ISC is \$177,647 and will be funded equally between two sources:

- \$88,823.50 (50%) funded from the General Fund OTT (010-1110-0132-005)
- \$88,823.50 (50%) funded from the ERF Grant OPSHP - Cabin Village Project (014-1110-0147-377).

This proposed VCBH Contract Amendment No 1 may be extended up to one (1) additional one (1) year term.

Prepared by: Michelle Johnson, ERF Grant Coordinator

ATTACHMENT(S)

B – VCBH Contract for Intensive Service Coordinator for FY 2025-26

**AGREEMENT BETWEEN THE COUNTY OF VENTURA AND THE CITY OF OJAI FOR
INTENSIVE SERVICES COORDINATOR SERVICES**

This Agreement between the **COUNTY OF VENTURA** and the **CITY OF OJAI** for intensive service coordinator services (Agreement) is made and entered into this 1st day of May 2025 (Effective Date) by and between the County of Ventura, a political subdivision of the State of California, on behalf of its Ventura County Behavioral Health Department (COUNTY), and the CITY OF OJAI, a California general law municipal corporation (CITY). Hereinafter, COUNTY and CITY may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. CITY desires to enter into this Agreement with COUNTY for the performance of certain non-emergent mental health field engagement and case management services within its boundaries, particularly for former and current participants of the Ojai Tent Town Project, the future residents of the CITY's planned Cabin Village Project (CITY's Cabin Village Project), and other individuals identified as unhoused by the CITY.
- B. COUNTY, through its Ventura County Behavioral Health (VCBH) Department, has staff with the qualifications, training, experience, and resources to perform such services, and agrees to contract with CITY to perform such services on the terms and conditions set forth in this Agreement.
- C. The performance by COUNTY for CITY of the services described herein will require COUNTY to incur certain costs and expenses, including but not limited to costs and expenses related to salary and benefits, services and supplies, administrative expenses, and liability and workers compensation insurance, for the COUNTY employee(s) designated to serve as the Intensive Services Coordinator (ISC) and perform such services pursuant to this Agreement.
- D. It is the intent of the Parties that CITY assume all costs and expenses incurred by COUNTY related to its performance of services under this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained below and the above Recitals, the Parties agree as follows:

AGREEMENT

1. PERFORMANCE OF SERVICES

- A. Subject to all of the terms and conditions of this Agreement, including but not limited to any additional terms and conditions contained in any exhibit hereto, COUNTY shall perform, and CITY shall be entitled to have COUNTY perform, such services for CITY as described in the attached Exhibit "A" (PROGRAM DESCRIPTION), incorporated by this reference.
- B. The Parties believe that any person employed by COUNTY to fulfill the objectives of this Agreement are not eligible for CalPERS membership as such persons are subject to California Government Code section 20303. All persons performing such services for CITY pursuant to

this Agreement shall be employed by COUNTY. No person employed by COUNTY hereunder shall have any CITY pension, civil service, or other status or right.

- C. No employee of COUNTY shall perform any service for CITY that falls outside the scope of their duties as an employee of COUNTY while performing services or functions for CITY.
- D. No service except those described in Exhibit "A" shall be performed under this Agreement by an employee of COUNTY.
- E. If COUNTY and CITY mutually agree as to the necessity for any such COUNTY employee to work within administrative offices in CITY, CITY shall, at its own cost and expense, provide or reimburse COUNTY for all necessary office space, furniture, furnishings and equipment, office supplies, stationery, notices, forms, and like materials. Any equipment or furnishings provided by CITY shall remain property of CITY.

2. PAYMENT FOR SERVICES

- A. In consideration of COUNTY's performance of the services pursuant to this Agreement, CITY shall pay COUNTY according to this Section 2 and Exhibit "B" (PAYMENT PROVISIONS), attached hereto and incorporated herein by this reference.
- B. Except as expressly provided herein, the total sum of all payments made by CITY to COUNTY for the performance of services under this Agreement shall not exceed **\$ 194,308** (Not-To-Exceed Limit). CITY expressly reserves the right to deny any payment or reimbursement requested by COUNTY for any expense in excess of the Not-To-Exceed Limit. CITY acknowledges that COUNTY is under no obligation to perform services beyond the Not-To-Exceed Limit unless the Parties execute an amendment pursuant to Section 7.

3. TERM

- A. The initial term of this Agreement shall be from May 1, 2025 through June 30, 2026 (Initial Term).
- B. The Initial Term may be extended up to two (2) additional one (1) year terms with each term coinciding with COUNTY's fiscal year (July 1st to June 30th) upon the execution of an amendment pursuant to Section 7.

4. NATURE OF RELATIONSHIP

- A. Independent Contractor. The Parties agree that the relationship created by this Agreement between COUNTY and CITY is that of an independent contractor. In performing the services described herein, COUNTY shall at all times act and perform as an independent contractor of CITY, and not as a partner, joint ventures, agent, or employee of CITY, and nothing contained herein shall be construed to be inconsistent with this relationship or status. COUNTY, by virtue of this Agreement, shall not have any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of CITY or to bind

the CITY in any manner. Except for any materials, procedures, or subject matter agreed upon between the Parties, COUNTY shall have complete control over the method, manner, details, and means of performing services pursuant to this Agreement. COUNTY shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as provided herein, shall not be subjected to CITY's control with respect to the physical action or activities of COUNTY in performing services under this Agreement. Despite any provision of this Agreement that may appear to give CITY the right to direct COUNTY as to the details of performing the services required herein or to exercise a measure of control over such services the COUNTY will follow the direction of CITY as to the results of the services only and not the means by which those results are accomplished.

- B. Non-Exclusivity. While this Agreement is in effect, COUNTY may, independent of its relationship with CITY and without breaching this Agreement or any duty owed to the CITY under this Agreement, render the same or similar services to any other entity. While this Agreement is in effect, CITY may, independent of its relationship with COUNTY and without breaching this Agreement or any duty owed to COUNTY, contract with other individuals and entities to perform or render to CITY the same or similar services performed by COUNTY under this Agreement.

5. ASSIGNMENT AND SUBCONTRACTORS

COUNTY shall not assign, sublet, or transfer this Agreement or any rights or responsibilities hereunder without the prior written consent of CITY. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the CITY to terminate this Agreement immediately.

6. TERMINATION

- A. Either Party may terminate this Agreement for any reason by giving the other Party thirty (30) days written notice of its intent to terminate.
- B. In the event of any termination, CITY shall pay COUNTY for services performed prior to the effective date of such termination.

7. AMENDMENT

This Agreement may be amended or modified by the mutual agreement of the Parties if such amendment or modification is in written form executed on behalf of both parties.

8. NOTICE

Any notice, communication, amendment, or termination of this Agreement, including any change of address of either Party while this Agreement is in effect shall be in writing and may be personally served, sent by prepaid first-class mail, or email (if included below) to the respective Party as follows:

If to COUNTY:

Ventura County Behavioral Health Department
Attn: Loretta L. Denering, Director
1911 Williams Drive, Suite 200
Oxnard, CA 93036
PHONE: (805) 981-2214
EMAIL: BHhousingClerical@ventura.org

If to CITY:

City of Ojai
Attn: Ben Harvey, City Manager
401 S. Ventura Street
Ojai, CA 93023
PHONE: 805 646-5581, ext. 102
EMAIL: ben.harvey@ojai.ca.gov

9. COMPLIANCE WITH LAWS

The Parties agree that its officers, agents, employees, and subcontractors will obey all local, State, and Federal laws and regulations in the performance of this Agreement, including, but not limited to laws and regulations related to the payment minimum wages, prohibitions against discrimination, and the use and disclosure of private and confidential health information and records.

10. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

COUNTY and its officers, agents, employees and/or subcontractors shall secure and maintain in force while this Agreement is in effect, at COUNTY's cost and expense, such licenses, certificates, and permits as are required by law, in connection with the performance of services pursuant to this Agreement.

11. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Parties represent and agree that each of them does not and shall not discriminate against any employee or applicant for employment based on any protected categories, including but not limited to; race, religion, color, sex, or national origin, in accordance with California Constitution, Article 1, Section 31, and California Government Code Section 12940.

12. CONFIDENTIALITY AND PRIVACY

A. The Parties shall comply with all applicable Federal and State confidentiality and privacy laws and regulations related to member, patient, and student health information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the substance abuse treatment program confidentiality regulations at 42 C.F.R. Part 2, the Lanterman Petris Short Act at California Welfare and Institutions Code section 5328, and the Confidentiality of Medical Information Act at California Civil Code section 56 et seq. The Parties shall ensure that all services performed under this Agreement comply with the requirements of these laws and regulations. In recognition of these laws, although COUNTY employee(s) or department(s) performing services under this Agreement may work closely with CITY's designated staff, communication between the Parties following an incident or encounter may be limited by COUNTY, in its sole and absolute discretion, until an appropriate authorization, consent, or release is obtained to allow use by or disclosure to CITY of confidential or protected health information (PHI).

- B. The Parties acknowledge that COUNTY and CITY are both subject to the California Public Records Act (Gov't Code Sec. 7920.000, et seq.) and the Ralph M. Brown Act (Gov't Code Sec. 54950, et seq.).

13. AUDIT OF RECORDS

COUNTY will maintain full and accurate records with respect to all services performed under this Agreement. Subject to the provisions and requirements of Section 12, CITY, upon reasonable advance notice, will have access to such records during COUNTY's normal business hours, the right to examine and audit the same and to make a transcript therefrom, and to inspect all data, documents, proceedings, and activities related to COUNTY's performance of this Agreement. COUNTY will retain such financial and program service records as required by applicable law after termination of and final payment under this Agreement.

14. INSURANCE

- A. The Parties acknowledge and agree that each of them is a public agency and is self-insured. Each Party will maintain policies at coverage limits commensurate with its respective activities under this Agreement and as otherwise required by law. Each Party may, in its discretion, purchase commercial insurance to cover its exposure under this Agreement.
- B. Upon the reasonable request of either Party, the Parties will provide to each other a certificate of insurance, or a substantially equivalent document, evidencing their workers' compensation insurance coverage and general liability insurance coverage.

15. INDEMNIFICATION

- A. COUNTY agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless CITY, its officers, agents, employees and volunteers, from any and all costs, expenses, claims, suits, and liability including bodily or personal injury to or death of any person, and for injury to or loss of any property, resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of COUNTY, its officers, agents, and employees, in performing or in failing to perform any services provided for, referred to in, or in any way connected with the services to be performed under this Agreement.
- B. COUNTY, its officers, employee, agents, and department by this Agreement shall not assume any liability for the negligent or wrongful acts or omissions of CITY, nor any officer, agent, employee, or volunteer thereof, and CITY agrees to indemnify, defend (with counsel acceptable to COUNTY), and hold harmless the COUNTY, its officers, agents, employees, and volunteers from any and all costs, expenses, claims, suits and liabilities resulting, arising out of, or in any way connected with any negligent or wrongful acts or omissions of CITY, its officers, agents, and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any services provided for, referred to in, or in any way connected with the performance of services under this Agreement.

16. DISPUTE RESOLUTION

The Parties shall cooperate in good faith to informally resolve any dispute or claim arising out of, relating to, or in connection with this Agreement, including but not limited to the performance of and payment for services described herein. Before pursuing any other remedy, representatives of the COUNTY CEO and the CITY Manager will complete an in-person meeting and engage in a good faith effort to resolve the dispute. If the Parties are unable to informally resolve a dispute within ninety (90) days of that meeting, then either Party may pursue any remedies available to it at law or in equity.

17. GOVERNING LAW AND VENUE

This Agreement shall be interpreted pursuant to the laws of the State of California, without regard to its law governing conflict of laws. Exclusive venue for any legal action involving or related to the interpretation or enforcement of this Agreement shall be the Superior Court of California for Ventura County.

18. ENTIRE AGREEMENT

This Agreement and its accompanying exhibits contain the entire agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the Parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in separate agreement by the Parties executed pursuant to this Agreement.

19. BINDING EFFECT

This Agreement shall inure to the benefit and shall be binding upon all of the Parties and their respective successors in interest.

20. WAIVER OF DEFAULT

Waiver of any default by either Party shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Section 7.

21. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than COUNTY and CITY.

22. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any Federal, State, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement,

or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

23. SECTION AND PARAGRAPH HEADINGS

The headings of sections and paragraphs herein are inserted only for convenience and shall not be deemed to govern, limit, modify, or in any other manner affect the scope, meaning, or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

24. AUTHORITY

The Parties represent and warrant that each of them has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Further, the Parties represent and warrant that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind their respective Party.

25. ELECTRONIC SIGNATURES

- A. The Parties agree that this Agreement may be transmitted and signed by electronic or digital means by either Party or both Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY OF VENTURA

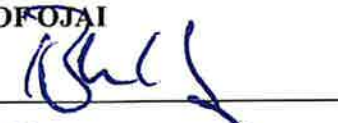
By: 

Name: Loretta Denering

Title: VCBH, Director

Date: 4/28/2025

CITY OF OJAI

By: 

Name: BEN HARVEY

Title: CITY MANAGER

Date: 4-22-25

EXHIBIT "A"
SERVICES DESCRIPTION

A. ISC Program; Generally

1. The purpose of this Agreement is to implement a (ISC) Program (Program) in and for the CITY for individuals who reside within the established City limits. As more fully described herein, the Program shall consist of COUNTY providing a single, full-time equivalent (FTE) staff member from its VCBH Rapid Integrated Support and Engagement (RISE) program team to work in conjunction and collaborate with CITY, to coordinate the provision of non-emergent mental health field engagement and case management services for former and current participants of the Ojai Tent Town Project, residents of the CITY's Cabin Village Project, and other individuals identified as unhoused by the CITY.
2. The Program is not a crisis intervention program, an emergency response program, nor does it include psychiatric mobile response, and the COUNTY staff member designated herein to serve as the ISC and work with CITY is not licensed or qualified to perform or provide, and shall not perform or provide, any of the following: (i) on-scene crisis intervention services; (ii) assessments or evaluations for involuntary detention of individuals that may be at risk of harming themselves or others; (iii) assessments or evaluations for involuntary detention of individuals that are unable to provide food, clothing, or shelter for themselves (i.e., gravely disabled); or (iv) any other similar type of mobile crisis response in the community.

B. ISC Designation

1. The COUNTY employee that implements the Program and performs the services described in this Agreement shall be referred to as the ISC.
2. The ISC shall be a member of the VCBH RISE program team and will possess the training, experience, and licenses/certifications, and will complete the background check, determined by the COUNTY to be necessary or appropriate for the implementation of the Program and performance of services under this Agreement.

C. COUNTY Role and Responsibilities. COUNTY will perform the following services and functions:

1. The COUNTY's ISC will collaborate and partner with CITY's designated staff, as designated pursuant to Section D(1) of this Exhibit "A," to provide non-emergent mental health field engagement services and case management services to former and current participants of the Ojai Tent Town Project, residents of the CITY's Cabin Village Project, and other individuals identified unhoused by the CITY. Services may include but not be limited to the following:
 - I. Meet and engage on a regular basis with identified individuals to determine mental health needs.

- II. Provide non-emergent mental health case management activities services, including non-medical initial screenings, needs assessments, and referrals to providers of appropriate levels of care.
 - III. Provide basic non-medical follow-up care and case management services, as individually appropriate, in the field to ensure the appropriate linkage to mental health care and resources within the community of former and current participants of the Ojai Tent Town Project, residents of the CITY's Cabin Village Project, and other individuals identified unhoused by the CITY.
 - IV. Collaborate with CITY's Partnership Officer to identify and develop case files for former and current participants of the Ojai Tent Town Project, residents of the CITY's Cabin Village Project, and other individuals identified unhoused by the CITY.
2. Notwithstanding anything in this Exhibit "A" to the contrary, and consistent with Section 4 of the Agreement, COUNTY will determine the type and scope of services and ISC activities to be performed to implement and administer the Program and in the case of any particular individual or specific incident. COUNTY, in its sole and absolute discretion, may decide that the ISC will not provide or perform any service or function that is inconsistent with the job/position description, requires a specialized license or certification, violates applicable law, or jeopardizes the safety or welfare of the ISC.
 3. The ISC will have the following weekly schedule:

Day of the Week	Hours of Work
Saturday and Sunday	Not in office
Monday	Off every other Monday, when on, 8:00 am-5:00pm
Tuesday through Friday	8:00 am – 6:00 pm

The Parties may change or update this schedule as necessary via an amendment pursuant to Section 7 of the Agreement.

4. Upon the reasonable request of CITY, COUNTY will provide CITY training on mental health services and applicable health and medical privacy and confidentiality laws and rules consistent with COUNTY policies and procedures.
5. COUNTY will protect, and will only use and disclose information related to , identified individuals according to applicable Federal and State confidentiality and privacy laws, including but not limited to HIPAA [Pub. L. No. 104-191], the substance abuse treatment program confidentiality regulations at 42 C.F.R. Part 2, the Lanterman, Petris Short Act at California Welfare and Institutions Code section 5328, the Confidentiality of Medical Information Act at California Civil Code section 56 et seq. and the implementing regulations thereof.

6. On a regular basis to be determined by the Parties, but not less than once per calendar year, COUNTY will meet with CITY to discuss and review the implementation and development of the ISC services, including but not limited to the budget and expenditures for services under this Agreement.
7. COUNTY shall not use or employ any volunteer or student worker to perform any services or functions under the Agreement.

D. CITY Roles and Responsibilities. CITY will perform and/or provide the following in support of the Program and the ISC's performance of services:

1. CITY will dedicate a CITY representative who shall either be a CITY employee or designee to serve as the single point of contact to collaborate and partner with the ISC and their performance of Program services. This person shall be referred to as the CITY's designated staff.
2. As soon as possible, following the execution of this Agreement, CITY will identify and prepare a case load of former and current participants of the Ojai Tent Town Project, residents of the CITY's Cabin Village Project, and other individuals identified unhoused by the CITY and provide a copy of that case load to the ISC for engagement and receipt of services. Thereafter, on an ongoing basis, the CITY's designated staff will identify additional individuals and/or prepare additional case files for referral to the ISC for engagement and the receipt of services.
3. CITY will promptly respond to requests made by COUNTY or the ISC for data and information related to the identified individuals to the extent permitted by State or Federal law (e.g., information and records related to utilization of services, history, arrests, incarceration).
4. Upon reasonable request of COUNTY, CITY will meet with COUNTY to discuss changes and updates to the ISC work schedule set forth in Section C (3) of this Exhibit "A."
5. CITY will participate in trainings provided by COUNTY or the ISC pursuant to Section C (4) of this Exhibit "A."
6. CITY's designated staff will attend and participate in all meetings of the Parties, including but not limited to any meetings requested by COUNTY or the ISC to discuss the performance of Program services as well as particular identified individuals and incidents. The CITY's designated staff and the ISC shall meet regularly to coordinate the needs of former and current participants of the Ojai Tent Town Project, residents of the CITY's Cabin Village Project, and other individuals identified as unhoused by the CITY.
7. CITY reserves the right to request that COUNTY remove and/or replace the COUNTY's employee designated to serve as the ISC from any CITY facility whose conduct or work

with identified individuals, CITY staff, or the public is not in accordance with CITY policies and procedures.

EXHIBIT "B"
PAYMENT PROVISIONS

The following provisions and requirements apply to CITY's payment for COUNTY's performance or provision of services or functions under the Agreement.

- A. Compensation; Not-To-Exceed Limit. CITY shall pay COUNTY **\$194,308.00** for COUNTY's satisfactory performance of the services performed pursuant to this Agreement. Of this amount, **\$25,908.00** will be designated for FY 2024-25 and **\$168,400.00** for FY 2025-26. CITY expressly reserves the right to deny any payment or reimbursement requested by COUNTY for any expense in excess of the Not-To-Exceed Limit.
- B. Invoicing and Payment
1. On a quarterly basis, COUNTY shall submit to CITY an itemized statement of all Program services which were performed by COUNTY pursuant to this Agreement. Quarterly statements will cover the period from the first (1st) day of the three (3) preceding months through and including the last day of the preceding month. Quarterly statements will identify the date that services were performed; the employee(s) performed the services; the nature of the services performed; and the amount of time spent performing the services. Quarterly statements will be informative but concise regarding services and functions performed during that billing period. The Parties agree that CITY may pay COUNTY on a quarterly basis.
- C. Satisfactory Performance; Disputes
1. CITY may review COUNTY's performance of Program services to determine that services have been satisfactorily performed or provided pursuant to the Agreement.
 2. Upon reasonable advance written notice, CITY may inspect and/or audit all records and other written material used by COUNTY in preparing the monthly statements submitted to CITY for payment.
 3. If CITY determines that COUNTY has not satisfactorily performed Program services as provided in this Agreement, then CITY will alert COUNTY to that determination as soon as possible. CITY may withhold any disputed charge or amount until the services are satisfactorily completed or COUNTY amends the invoice statement. Notwithstanding the foregoing, under no circumstances shall CITY be entitled to refuse to pay or withhold the entire amount of an invoice or quarterly payment to COUNTY unless CITY asserts that none of the services listed on a particular monthly invoice or quarterly payment were satisfactorily performed by COUNTY.
 4. Any dispute regarding COUNTY's performance of Program services under this Agreement and/or CITY's payment of monthly invoices or quarterly installments shall be resolved pursuant to Section 16 of the Agreement.

EXHIBIT "C"
BUSINESS ASSOCIATE AGREEMENT

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

I. Definitions

- a. Business Associate shall mean **City of Ojai**.
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (the 'Security Rule') with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within forty-eight (48) hours of the discovery of any Use, Disclosure, or Breach of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410 (the "Data Breach Notification Rule"), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach.
- e. Business Associate agrees, in accordance with 45 CFR Parts 164.502(c)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement, to Business Associate with respect to

such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligations under the Agreement (or other arrangement) between Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the Agreement (or other arrangement), if feasible.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

III. Permitted General Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the **ISC services agreement**.

- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.
- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

IV. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may De-Identify Covered Entity's Protected Health Information and Use and Disclosure the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent

that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of **May 1, 2025**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement and the **ISC services agreement** by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.
- c. *Obligations of Business Associate Upon Termination*
 - 1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. To the extent it

later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.

2. The rights and obligations under this Section shall survive the termination of this Agreement.

VIII. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Lindy Palmer, Public Works Director

MEETING DATE: June 30, 2026

SUBJECT: Concept Review for City of Ojai Speed Hump Policy (*City Council Direction*)

RECOMMENDATION

1. Review the recommendations for a City of Ojai Speed Hump Policy and provide feedback to staff; and,
2. Decide whether to adopt the policy at a future meeting or have it reviewed by the Public Safety Commission.

DISCUSSION

In direct response to guidance from the City Council and requests from community members, staff recommend that the City Council conduct a concept review of the draft speed hump policy. This recommendation is consistent with Public Safety Tactic 5.3, which specifically calls for the creation of a speed hump policy and designates the Public Works Department as the responsible entity for its development and implementation.

Staff conducted a review of speed hump policies from municipalities throughout the County of Ventura, with particular attention to the County of Ventura's Speed Hump Policy. This policy served as the reference standard for the Public Works Department, most notably during the installation of speed humps on Drown Ave. Ojai possesses unique characteristics that distinguish it from unincorporated county areas. As a result, staff recommends modifications to the County criteria to more closely align with Ojai's specific needs and context.

The key elements of the proposed draft policy, with Ojai-specific modifications noted, are as follows:

1. Policies (Modified from County of Ventura Speed Hump Policy)

Policy	County of Ventura Standard	Proposed Ojai Modifications
Petition	Minimum of 67% of the property owners along the street(s) listed must approve of the installation of these speed humps/cushions.	Minimum of 67% of the property owners along the street where the devices are to be installed as well as the residents on the immediately adjoining street(s) must approve of the installation of the speed humps
Installation/Removal	Additions, alterations, or removals of any or all speed humps/cushions may be directed at any time	None
Emergency Response	The County must notify Ventura County Fire Protection District, the Sheriff's Department, and the California Highway Patrol.	None
Speed Hump Costs	Must be paid by the property owners who sign the required petition	City will cover these costs
Policy Review	The Transportation Department will reassess the speed-hump/cushion program and report to the Board of Supervisors at approximately five-year intervals.	The Public Safety Commission will review the policy as they deem applicable or as requested by the City Council

2. Eligibility Criteria (Modified from County of Ventura Speed Hump Policy)

Criteria	County of Ventura Standard	Proposed Ojai Modifications
Street Classification	Residential and local roads only	None
Speed Limit	Only residential or local roads of 25mph or less	None
Speed Survey	More than 67 percent of motorist exceed the 25mph speed limit	None
Street Width	Must have a paved width of 40 feet or less and no more than two traffic lanes	None
Traffic Volume	The average week day traffic volume must exceed 1,000 vehicles in a 24-hour period.	None
Street Characteristics	No speed hump/cushion may be installed on any street with: - Severe horizontal or vertical curves - Inadequate sight distance to the humps/cushions - Excessive street downgrades	None

The policy also aligns with AB 43 (2021), which expanded local agencies' authority to set context-appropriate speed limits, particularly on streets with high pedestrian and cyclist activity. While AB 43 specifically addresses speed limit setting, the legislative intent of prioritizing vulnerable road users supports the adoption of physical traffic calming measures like speed humps.

All installations must comply with VCFPD Ordinance No. 34, Section D111.14.2, which requires Fire District approval of speed hump plans and compliance with Fire District standards. Speed bumps are prohibited on fire apparatus access roads.

Therefore, staff recommend Council review the recommendations for a speed hump policy and provide feedback to staff and decide whether to adopt the policy at a future meeting or have it reviewed by the Public Safety Commission.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 5 - Public Safety

OPTIONS

1. Take no action;
2. Provide alternative direction to staff.

FISCAL IMPACT

The cost of speed hump installation varies depending on the type (temporary vs. permanent), material, and number of humps per street segment. Funds will be budgeted for next FY 26/27 in the Capital Improvement Fund in the amount of \$100,000. Staff will return to Council with a specific budget request if demand exceeds available funds.

Prepared by: Lindy Palmer, Public Works Director

ATTACHMENT(S)

- A. County of Ventura Modified Policy for City of Ojai
- B. Comparison and Listing of Speed Hump Policies from Various Municipalities

SPEED HUMP/CUSHION GUIDELINES



CITY OF OJAI
PUBLIC WORKS DEPARTMENT

CITY OF OJAI
SPEED HUMP/CUSHION
POLICY

Approved by the City Council on XX/XX/XXXX

POLICIES	
1	Speed humps/cushions will be installed only: • If the location meets the warrants established by the City Council. • Upon receipt of the required petition or when the Public Works Director or their designee initiates the proposal -and- • The City Council approves the request -and- • In conformance with the standard design in effect at the time of installation. A petition for installation of speed humps/cushions must be signed by a minimum of 67% of the property owners on the street or the portion of the street affected concurring in the proposed installation. The petition must contain language to the effect that, if the petition is approved, the petitioners must deposit with the Public Works Department funds in the estimated amount of the cost of installation of the speed humps/cushions before work will be authorized.
2	Since speed humps/cushions are in the travel way, additions, alterations, or removals of any or all speed humps/cushions may be directed at any time.
3	Prior to the approval of new speed humps/cushion on any street, the Public Works Director shall notify the Ventura County Fire Protection District, the Sheriff's Department, and the California Highway Patrol.
4	Speed-hump/cushion construction costs shall be paid by the property owners who sign the required petition. If the Public Works Director or their designee originates a proposal and the property owners concur, construction costs will be paid by the City.
5	The Public Works Department will reassess the speed-hump/cushion program and report to the City Council at approximately five-year intervals. Critical program issues that require Council action prior to the five-year review will be scheduled for policy guidance.

CITY OF OJAI

SPEED HUMP/CUSHION CRITERIA

Approved by the City Council on XX/XX/XXXX

CRITERIA		Satisfied	
		Yes	No
1	The road must be either a residential road or a local road defined as follows: a. A residential road, or “residence district,” as defined in California Vehicle Code Section 515 is that portion of a highway and the property contiguous thereto, other than a business district, (a) upon one side of which highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures, or (b) upon both sides of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures. A residence district may be longer than one-quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists. The “residence district” determination must be consistent with California Vehicle Code Section 240. Buildings must be located within 75 feet of the roadway curb face or edge of pavement and they must face and gain access from the road, to be considered as “fronting” on the road. b. A local road is defined for the purpose of this guideline as a road intended primarily to provide direct access to abutting residential buildings. Residential buildings include separate dwelling houses, apartment buildings, or multiple dwelling houses.		
2	The speed limit on the road must be 25 miles per hour or less, established in accordance with State law or Board of Supervisors’ action.		
3	A speed survey must show that 67 percent of the motorists exceed the posted miles-per-hour speed limit.		
4	The road must have a paved width of 40 feet or less and no more than two traffic lanes.		
5	The average traffic volume must be greater than 1,000 vehicles in a 24-hour period.		
6	No speed hump/cushion may be installed on any street where the Road Commissioner or his designee determines it cannot be safely installed due to: a. Severe horizontal or vertical curves b. Inadequate sight distance to the humps/cushions c. Excessive street downgrades		
7	No speed hump/cushion may be installed on any street where the Road Commissioner or his designee determines it will create equal or greater traffic problems by causing traffic diversion to a nearby residential or local road.		

408 South Signal Street, Ojai, CA 93023
(805) 646-5581 ext. 200

THIS SECTION TO BE COMPLETED BY THE TRANSPORTATION DEPARTMENT		
The Public Works Department approves this application for the activities described above subject to the special conditions listed below:		
Special Conditions: _____		
Approved by: _____		
Date: _____		

		CONSTRUCTION COMPLETION
		Inspector: _____
		Date: _____

32

CITY OF OJAI
PUBLIC WORKS

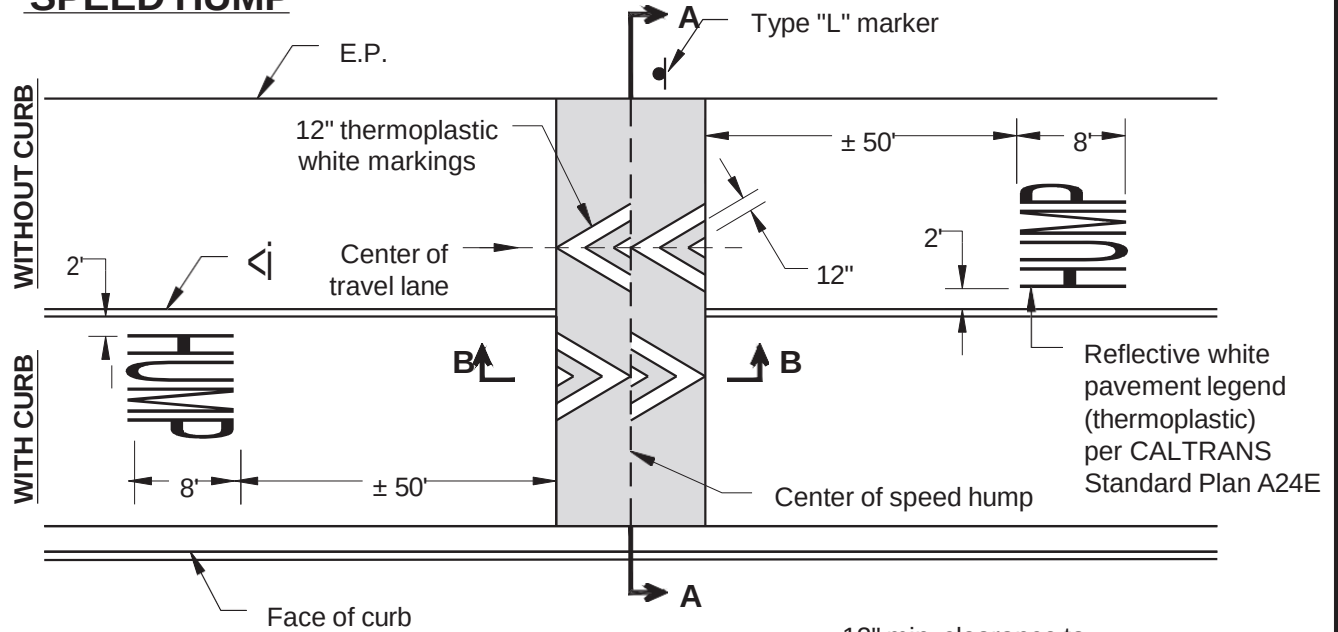
PETITION OF AFFIRMATION FOR THE INSTALLATION OF SPEED
HUMPS/CUSHIONS

Before you sign this petition, know what you are signing. It is recommended that you first experience similar installations on other streets. You should also read the speed hump/cushion policies and speed hump/cushion guidelines.

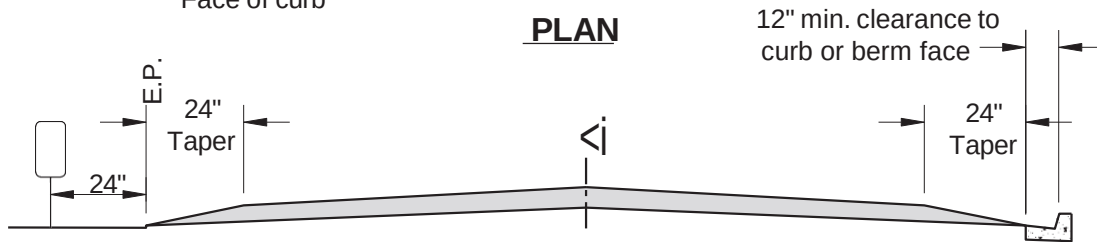
We, the undersigned residents of _____, do hereby petition the Public Works Agency of the City of Ojai to install ____ speed humps/cushions on the subject street between _____ and _____. Contact number for petition is (____) _____.

	SIGNATURE	PRINT NAME	PRINT ADDRESS
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

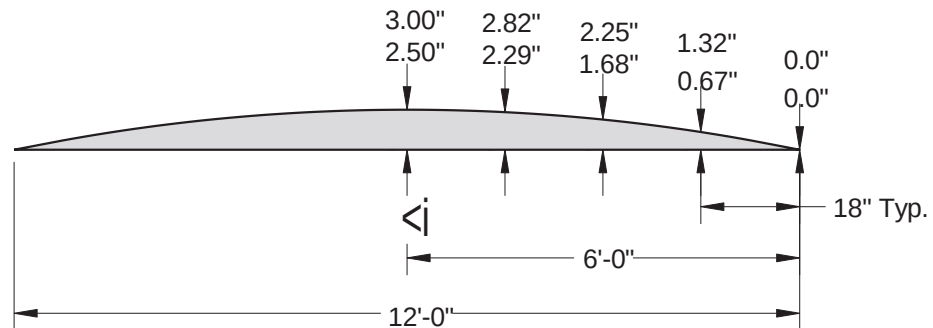
SPEED HUMP



PLAN



SECTION A-A



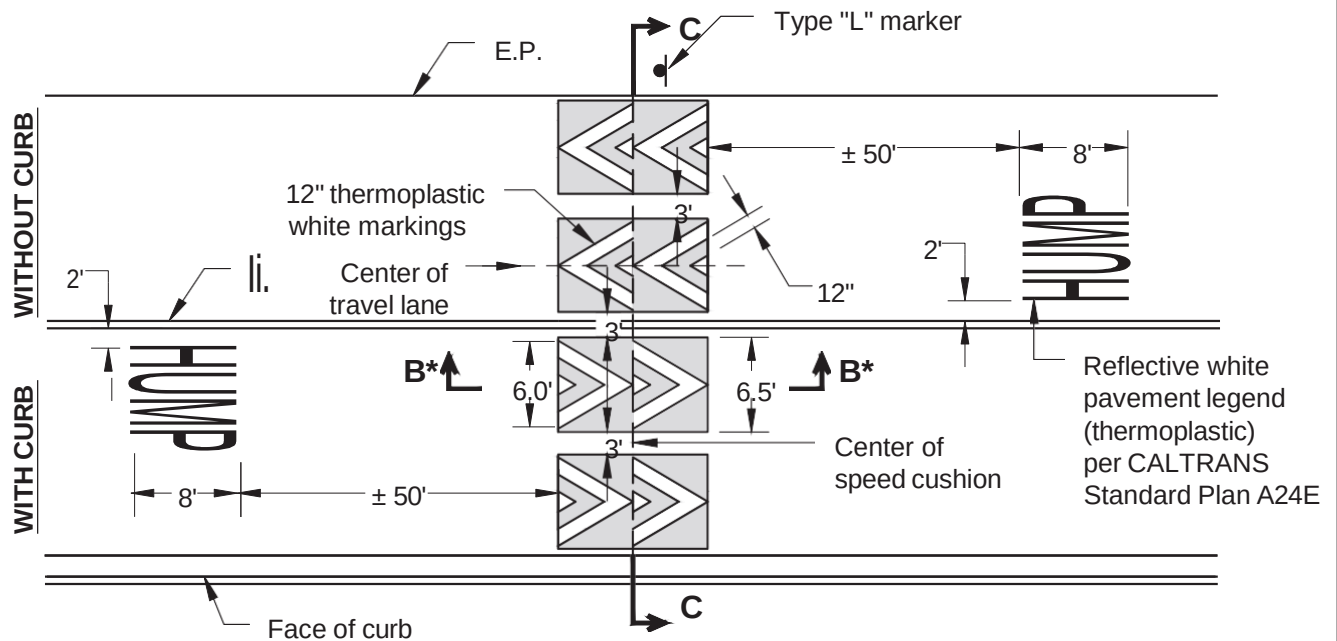
SECTION B-B

NOTES:

1. Speed humps may be installed only if approved by the City Council or their designee.
2. Speed hump height greater than 3" requires City Council approval for design & height.
3. A warning sign stating "Speed Hump" (W17-1) shall be placed at the approach to the first hump. Signs shall be of high intensity sheeting (30"x30"). Co-mount a W13-1 "10 MPH" (24"x24") warning sign per CALTRANS standards.

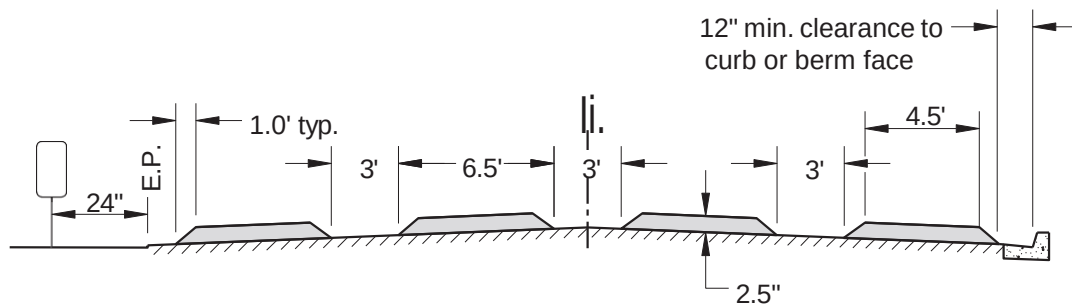
ADOPTED CITY COUNCIL : XX/XX/XXXX			CITY OF OJAI PUBLIC WORKS DEPT	
REVISION DATE:	DESCRIPTION:	APPROVED BY:	ROAD STANDARDS SPEED HUMP/CUSHION	
		RECOMMENDED BY:		

SPEED CUSHION



PLAN

B* See Section B-B on
Speed Hump Road Standard
Plate E-9, sheet 1 of 4



SECTION C-C

NOTES:

1. Speed cushions may be installed only if approved by the City Council or his designee.
2. A warning sign stating "Speed Hump" (W17-1) shall be placed at the approach to the first cushion. Signs shall be of high intensity sheeting (30"x30"). Co-mount a W13-1 "10 MPH" (24"x24") warning sign per CALTRANS standards.
3. For two-lane roads with a traveled way width of 24' or less, use the design shown above while omitting the two outer speed cushions.

ADOPTED BY CITY COUNCIL: XX/XX/XXX			CITY OF OJAI PUBLIC WORKS DEPT	
REVISION DATE:	DESCRIPTION:	APPROVED BY:	ROAD STANDARDS SPEED HUMP/CUSHION	
		RECOMMENDED BY:		

COMPARISON OF SPEED HUMP POLICIES FROM VARIOUS MUNICIPALITIES

MUNICIPALITY	POLICY	CRITERIA
City of Agoura Hills	Petition: Requires 60% of property owners along the street(s) must approve. Installation: The construction, markings and warning of the hump shall comply to current standards developed by the City's Public Works Department. Speed Hump Cost: City covers cost. Policy Review: The City Council is to make the final determination on all speed humps.	Street Classification: Must be at least ¼ mile long. Must be local streets. Streets that extend from ones with existing humps may qualify, unless interrupted by an arterial road. Speed Limit: At least 60% of traffic must exceed the 25 mph limit. Specialized enforcement must be attempted first. Traffic Volume: Minimum of 2,000 vehicles per day or 200 vehicles per hour during peak periods. Street Characteristics: Streets with speed-related accidents or higher traffic volumes receive priority. Street grade must not exceed 6%, with limited exceptions up to 10% for very short segments.
City of Camarillo	No Formal Policy	
City of Fillmore	No Formal Policy	
City of Oxnard	Petition: The applicant must gather signatures from at least 67% (two-thirds) of designated area residents. Installation: Traffic Engineering staff shall prepare and maintain current design standards and installation in accordance with this policy. The final location of all speed humps will be determined by City staff in accordance with the City of Oxnard Standards. Emergency Response: The travel speed of emergency vehicles may be impacted by speed humps and the volume of emergency vehicles traveling through an area with speed humps may be reduced. Speed Hump Cost: Once returned, the application and petitions are reviewed, ranked, and submitted to the City Council for budget approval. Policy Review: Traffic Engineering staff will conduct the necessary traffic engineering studies and determine the street's eligibility for speed hump installation.	Street Classification: Must be a local road or residence district, not a major/minor arterial, collector, emergency, bus, or truck route. Speed Limit: Must have a posted speed limit of 25–30 MPH. Must have an 85th percentile speed at least 7 MPH over the posted limit, or at least 2 speed-related crashes in the past 12 months. Speed Survey: The Traffic Engineering Division will perform a traffic study of the area in question prior to making a determination. This process can take approximately two (2) months to complete. Street width: 44 feet or less, with no more than 2 lanes. Must not have sharp curves, steep grades (>5%), or poor visibility. Speed humps cannot be placed within 250 feet of intersections or traffic controls. Traffic Volume: Must carry over 500 vehicles per day. Street Characteristics: Minimum uninterrupted length: 1,000 feet (no stop signs/traffic signals).

COMPARISON OF SPEED HUMP POLCIES FROM VARIOUS MUNICIPALITIES

MUNICIPALITY	POLICY	CRITERIA
City of Santa Clarita	Petition: A property owner must submit a Speed Cushion Study Request Form and collect signatures from at least 10% of abutting property owners to initiate evaluation. If the street meets minimum criteria, the City sends a survey to all abutting property owners. At least 67% must support installation. Installation: If all criteria are met, the street is placed on the City's speed cushion priority list. Installation proceeds based on available funding and City Council approval. Emergency Response: City staff will collect traffic speed, volume, and accident data, and consult with the Sheriff's Department, Fire Department, and Transit Division to assess the request. Speed Hump Cost: The City is responsible for all costs associated with studying, formal surveying, and installing speed cushions and is also responsible for the ongoing maintenance of the speed cushions. Policy Review: City staff will conduct a formal evaluation, including collecting traffic speed and volume measurements and reviewing the traffic accident history for the subject street.	Street Classification: Residential streets. Speed Limit: Have a speed limit of 25 mph and 85% of vehicles travelling at 30 mph or greater. Speed Survey: City staff will conduct a formal evaluation, including collecting traffic speed and volume measurements and reviewing the traffic accident history for the subject street. Street Width: 34 to 40 feet. Traffic Volume: Have at least 1,500 vehicles using it every day, Street Characteristics: Be at least 500 feet long, have only one lane in each direction, and not exceed an average sustained grade of six percent.

COMPARISON OF SPEED HUMP POLCIES FROM VARIOUS MUNICIPALITIES

MUNICIPALITY	POLICY	CRITERIA
City of Santa Paula	Petition: A petition for installation of speed humps/cushions must be signed by a minimum of 67% of the property owners on the street or the portion of the street affected concurring in the proposed installation. Installation: Since speed humps/cushions are located in the travel way, additions, alterations, or removals of any or all speed humps/cushions may be directed at any time at the City's discretion. Emergency Response: Prior to the approval of new speed humps/cushions on any street, the City Engineer shall notify the Ventura County Fire Protection District, the City of Santa Paula Police Department, and the California Highway Patrol, and shall receive documentation of either approval or non-objection from these agencies. Speed Hump Cost: Petitioners must deposit with the Public Works Department funds in escrow in the estimated amount of the cost of installation of the speed humps/cushions before the work is authorized. Speed-hump/cushion construction costs shall be paid by the property owners who sign the required petition. Policy Review: The Public Works Department will reassess the speed-hump/cushion program and report to the City Council at approximately five-year intervals. Critical program issues that require City Council action prior to the five-year review will be scheduled for policy guidance.	Street Classification: Residential streets. Speed Limit: The speed limit on the road must be 25 miles per hour or less, established in accordance with State law or City Council action. Speed Survey: A speed survey must show that 67 percent of the motorists exceed the 25mph speed limit. Street Width: The road must have a paved width of 40 feet or less and no more than two traffic lanes. Street Characteristics: Speed humps shall not be located on sharp horizontal curves.

COMPARISON OF SPEED HUMP POLICIES FROM VARIOUS MUNICIPALITIES

MUNICIPALITY	POLICY	CRITERIA
City of Thousand Oaks	No Formal Policy	
City of Ventura	No Formal Policy	
City of Westlake Village	Petition: A request may be made in writing by any resident, any homeowner's association, or may be initiated by the City Council. The City will publish notice of a public hearing and have a mail notice to all property owners within 300' of the street segment involved. Installation: Speeds humps are still considered experimental roadway features. Therefore, additions, alterations, or removals or any or all speedhumps may occur at any time. Speed Hump Cost: If the installation is approved by the City Council and if funding is available, the City will design and install the speed humps. Policy Review: The request will be presented to the City Council at a noticed public hearing. After receiving testimony, the City Council will decide if the requested speed humps will be installed.	Street Classification: Residential streets. Speed Limit: The speed limit on the street must be 25 miles per hour established in accordance with State law or City Council action. Speed Survey: A speed survey must show that more than 67% of the motorists exceed the 25 mile per hour speed limit. Street Width: The street must have a paved width of 40 feet or less. The street must have no more than two traffic lanes. Traffic Volume: The average traffic volume must be greater than 1,000 vehicles, total in both directions, in a 24-hour period on an average weekday. Street Characteristics: The street segment on which speed humps are proposed must be at least 1/4 mile long. The street must generally have a longitudinal grade of 5% or less, although grades exceeding 5% may be acceptable for relatively short road segments.
County of Ventura	Petition: Requires 67% of property owners along the street(s) must approve. Installation: Additions, alterations, or removals of any or all speed humps/cushions may be directed at any time Emergency Response: The County must notify Ventura County Fire Protection District, the Sheriff's Department, and the California Highway Patrol. Speed Hump Cost: Must be paid by the property owners who sign the required petition. Policy Review: The Transportation Department will reassess the speed-hump/cushion program and report to the Board of Supervisors at approximately five-year intervals.	Street Classification: Residential and local roads only. Speed Limit: Only residential or local roads of 25mph or less. Speed Survey: More than 67 percent of motorist exceed the 25mph speed limit. Street Width: Must have a paved width of 40 feet or less and no more than two traffic lanes. Traffic Volume: The average week day traffic volume must exceed 1,000 vehicles in a 24-hour period. Street Characteristics: No speed hump/cushion may be installed on any street with: Severe horizontal or vertical curves, inadequate sight distance to the humps/cushions, excessive street downgrades.



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager

MEETING DATE: June 30, 2026

SUBJECT: *Council Member Town Hall and Panel Policy (City Council Direction)*

RECOMMENDATION

Review and adopt the Town Hall and Panel Policy establishing guidelines for City sponsored and Council member hosted town community meetings, including the use of City resources and compliance.

DISCUSSION

The City Council directed staff to develop the Town Hall & Panel Policy because the City has not previously had a standardized framework governing how town halls or panel discussions are to be initiated, supported, or managed. Without a formal policy, staff and Council Members have relied on ad hoc processes, resulting in inconsistencies related to scheduling, use of City resources, noticing requirements, accessibility expectations, and legal compliance. The Council's request for a policy reflects a desire for clarity, fairness, and predictability for both elected officials and the public. Establishing uniform procedures will help ensure transparency, avoid misunderstandings regarding City involvement, and provide a consistent experience for community members.

The policy provides this needed structure by organizing all event types such as City-sponsored town halls, independently hosted Council Member community meetings, and hybrid/co-sponsored events into a clear, navigable framework. It defines the purpose of such events as promoting civic dialogue and community education while ensuring compliance with the Brown Act, ADA accessibility standards, and restrictions on political activity when City resources are used.

The policy also outlines the governance roles of the Council, Mayor, City Manager, and City Attorney. City-sponsored events require authorization under established channels, whereas independently hosted Council Member meetings may proceed without Council approval if held under standard public rental terms and without City staffing or branding. This distinction clarifies when City resources are appropriately used and ensures neutrality in publicly supported activities.

Operational standards are further established for scheduling, facilities, and resource allocation. The policy introduces a quarterly rotation to give each Council Member equitable access to City sponsored events and requires a minimum six-week lead time to allow staff

to manage event logistics, communications, and livestreaming. Kent Hall is designated as the default venue for City sponsored town halls, with independent organizers able to rent public facilities under standard terms. The policy also details staff roles, including noticing by the City Clerk, A/V support for livestreaming, communications through official City channels, and ADA accommodations.

Another significant component is Brown Act compliance. The policy clarifies when an event becomes a public meeting specifically when a majority of the City Council may attend or discuss City business and sets expectations for agenda posting, public comment, and avoidance of serial meetings. These standards help ensure legal compliance and prevent inadvertent violations.

Finally, the policy establishes rules for content neutrality, panelist selection, moderation, decorum, accessibility, safety, and required disclaimers. City-sponsored events must remain informational and balanced, with no campaigning or advocacy for or against candidates or ballot measures when City resources are used. Requirements regarding respectful conduct, recording by the public, and risk management review further ensure professional and inclusive event environments.

Overall, the Council's request for this policy and its adoption will provide a consistent, legally compliant, and transparent framework for community engagement efforts moving forward.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 9 - Communication and Relationships

OPTIONS

1. Take no action;
2. Provide alternative direction to staff.

FISCAL IMPACT

The policy formalizes the use of City resources any fiscal impact is expected to be moderate, predictable, and manageable within existing resources.

Prepared by: Norma Cervantes, Assistant to the City Manager

ATTACHMENT(S)

- A. Draft Town Hall & Panel Policy



CITY OF OJAI TOWN HALL & PANEL POLICY

I. POLICY PURPOSE

To establish a clear, consistent framework for City Council member driven town halls and panel discussions that:

- Encourage civic dialogue and community education;
- Clarify when City resources are used and what support is provided;
- Ensure compliance with the Brown Act, ADA, and other applicable regulations;
- Maintain neutrality and professionalism in public forums.

II. SCOPE

This policy applies to:

- **CITY SPONSORED TOWN HALLS & PANEL:** Events supported with City staff, facilities, livestream, and branding.
- **COUNCIL MEMBER HOSTED COMMUNITY MEETINGS:** Independently organized meetings by one Councilmember (or more) that use publicly available spaces under standard rental terms, with no City staffing or livestream.
- **HYBRID EVENTS:** Co-sponsored events with external organizations, where City resources may or may not be used.

III. DEFINITIONS

- **TOWN HALL:** An open public meeting primarily for community questions, updates, and dialogue.
- **PANEL DISCUSSION:** A moderated event featuring multiple subject matter experts or stakeholders discussing a defined topic.
- **CITY SPONSORED:** Supported by City staff, City communications channels, livestream/recording, and/or use of City logo/brand.
- **COUNCIL MEMBER HOSTED (INDEPENDENT):** Organized by a Council member without City staff support or City branding. Venue rental and logistics mirror standard public use.

- **QUORUM:** Three or more Council members present (or any majority of the body), which triggers Brown Act public meeting requirements if City business is discussed.

IV. GOVERNANCE & AUTHORITY

- **CITY SPONSORED EVENTS REQUIRE:** Council direction or City Manager authorization per Council action, with scheduling managed by staff.
- **COUNCIL MEMBER HOSTED EVENTS DO NOT REQUIRE COUNCIL APPROVAL:** if conducted under standard public space rental conditions and without City resource involvement.
- **LEGAL & COMPLIANCE REVIEW:** City Attorney (or designee) reviews event formats, notices, and materials as needed for Brown Act, ADA, electioneering restrictions, and risk management.

GUIDING PRINCIPLES

If City resources (staff, livestream, branding, security, translation, etc.) are involved, Council should provide direction and the City Manager should have clear authorization to proceed within adopted policy parameters. This policy does not require Council approval where staff conducts an informational meeting regarding City programs and policies that is not a town hall.

V. SCHEDULING & ROTATION (CITY SPONSORED)

- **ROTATION:** Offer each Council member a **quarterly** slot (or as Council determines), ensuring equitable access.
- **CALENDAR LEAD TIME:** Minimum **6 weeks'** notice to staff for planning and promotion.
- **FREQUENCY & CAPACITY:** Staff to propose annual calendar aligned with budget and availability of Kent Hall and streaming resources.

VI. VENUE & FACILITIES

- **KENT HALL:** is the default location for City-Sponsored events, barring exceptions approved by the City Manager.
- **COUNCIL MEMBER HOSTED:** These events may rent Kent Hall or other publicly available spaces under standard public rental terms and fees, with no City staffing or livestream support (unless specifically authorized).
- **ROOM SETUP:** Standard auditorium/theater or panel setup; podium; accessible seating; and assistive listening devices where available.

VII. CITY RESOURCE SUPPORT FOR CITY SPONSORED EVENTS

- **STAFFING:** City Manager team including City Clerk (or designee) for notice/agenda; and A/V crew for livestream..

- **LIVE STREAM/RECORDING:** Provided via City platforms; recordings archived in accordance with City retention schedules.
- **COMMUNICATIONS:** Event announcement via City website, calendar, social media channels, press advisories as needed.
- **ACCESSIBILITY:** ADA-compliant physical and digital access (ramps, seating, captioning for livestream, assistive devices, reasonable accommodations).

VIII. COUNCIL MEMBER HOSTED (INDEPENDENT) EVENTS

- **DISCLOSURE:** Clearly state:

“This event is hosted by me, [Name], as an independent community meeting. It is not an official City of Ojai sponsored event. I am hosting this event in my individual capacity and not in my official capacity as a member of the Ojai City Council.”

- **BRANDING:** No use of City logo or official branding. Council member may use personal channels for promotion.
- **STAFFING/LIVESTREAM:** Not provided by City. If Kent Hall is used, standard rental fees and rules apply.
- **COMPLIANCE:** If City business may be discussed and **three or more Councilmembers** plan to attend—or if the topic is likely to attract a quorum of City Council—**Brown Act noticing** must occur (see Section IX).

IX. BROWN ACT & NOTICING

- **TRIGGER:** If a majority (quorum) of Council may attend, or if discussion could reasonably involve City business among a majority, **notice and agenda** must comply with the Brown Act (e.g., posting 72 hours in advance for regular meetings; special meeting rules if applicable).
- **TWO OR FEWER COUNCIL MEMBERS:** If only one or two Council members attend a community meeting, Brown Act is typically **not** triggered; however, avoid serial discussions that could create a de facto meeting.
- **TOPIC SENSITIVITY:** If a topic is of clear interest to more than two Council members, staff should **notice it** as a public meeting when City resources or discussion of City business is anticipated.
- **REMOTE PARTICIPATION:** If applicable, follow Brown Act teleconferencing requirements for City Sponsored meetings.
- **PUBLIC COMMENT:** Provide reasonable time limits (e.g., 2–3 minutes per speaker) and a process for written comments.

NOTE: This policy is not a substitute for legal advice. The City Attorney should review event specific plans to confirm compliance.

X. CONTENT NEUTRALITY & POLITICAL ACTIVITY

- **CITY SPONSORED EVENTS:** Must be strictly informational or dialog based about City programs, services, and community issues; **no campaigning** or advocacy for/against candidates or ballot measures using City resources.
- **PANEL BALANCE:** Aim for viewpoints balance and subject matter expertise; disclose affiliations and potential conflicts where relevant.

XI. PANEL FORMATION & MODERATION (CITY SPONSORED)

- **PANELIST SELECTION:** Staff collaborates with the hosting Council member to propose a balanced roster (e.g., 3–5 panelists).
- **MODERATOR:** Neutral moderator (City staff or contracted facilitator) to maintain decorum and time management.
- **RUN OF SHOW:** Typical format: 5-min welcome; 10-min City updates; 35–45-min panel discussion; 30–40-min public Q&A; 5-min wrap-up.
- **MATERIALS:** Fact sheets; links; slide deck; all posted online post-event.

XII. DECORUM & RULES OF ENGAGEMENT

- **BEHAVIOR:** Respectful conduct required; no harassment, threats, discriminatory speech, or disruptions. Security or moderator may address disruptions.
- **TIME MANAGEMENT:** Facilitator enforces time limits for panel responses and public comments.
- **RECORDING BY PUBLIC:** Allowed subject to space and safety; must not obstruct access or disrupt proceedings.
- **ACCESSIBILITY & INCLUSION:** Priority seating for persons with disabilities; avenues for submitting questions in advance; remote participation when livestream allows.

XIII. RISK, SAFETY, AND INSURANCE

- **CITY SPONSORED:** City risk management review; security presence determined by expected attendance and topic sensitivity.
- **INDEPENDENT:** Organizer responsible for complying with venue rules, insurance (if required), and safety protocols.

XIV. PROMOTION & COMMUNICATIONS

- **CITY SPONSORED:** Announced via official channels (website, social media channels), with neutral messaging and clear topic outline.
- **INDEPENDENT:** Organizer uses personal channels; **must include disclaimer** that it is not City-sponsored and avoid City branding.

XV. COSTS & FEES

- **CITY SPONSORED:** Funded by City within approved budget (venue, staffing, A/V, interpretation). Extraordinary costs (e.g., special security) need City Manager approval.
- **INDEPENDENT:** Standard public rental fees apply; organizer bears all costs.

XVI. REQUESTS & APPROVALS (CITY SPONSORED)

- **SUBMISSION:** Council members submit a “Town Hall/Panel Request” to the City Clerk **≥6 weeks** in advance, including topic, desired date/time, format, and anticipated panelists.
- **REVIEW:** City Manager (with Clerk and Attorney) confirms compliance, staffing, and schedule fit; Mayor may be consulted for calendar equity.
- **APPROVAL:** Included on Council agenda (if direction needed) or proceed under delegated authority per adopted policy.

XVII. TEMPLATES & REQUIRED NOTICES

- **CITY SPONSORED DISCLAIMER** (if sensitive topics):

“This City of Ojai event focuses on community information and dialogue. Campaigning or advocacy for candidates or ballot measures is not permitted.”

- **INDEPENDENT EVENT DISCLAIMER:**

“Hosted by Name as an independent community meeting. Not an official City of Ojai event. City staff will not be providing logistics or livestream. [Name] is hosting this event in their individual capacity and not in their official capacity as a member of the Ojai City Council.””

- **BROWN ACT NOTICE HEADER (for City-Sponsored or noticed meetings):**

“City of Ojai – Notice of Public Meeting (Town Hall/Panel).”

Include date/time, location, accessibility/language access statement, agenda outline, and contact for accommodations.