



AGENDA

CITY COUNCIL REGULAR MEETING

TUESDAY, MARCH 10, 2026, 6:00 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.

AGENDA PACKET - This link is to the complete Agenda Packet in PDF.

[ZOOM LINK - March 10, 2026 - Regular Meeting](#)

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

- 1. City Hall Campus Master Plan Update – Ojai Valley Green Coalition**
[PowerPoint - Reimagining Ojai City Hall Campus](#)

COMMISSION REPORTS

CITY MANAGER'S REPORT

PUBLIC COMMUNICATIONS

Public Communications is the time set aside during the meeting for members of the public to address the City Council on items of City business other than scheduled agenda items. Matters raised at this time may be briefly discussed by the Council, and will generally be referred to staff and/or placed on a subsequent agenda. Under State law, other than for emergency items, no action can be taken.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be considered routine and will be enacted by one motion in the form listed. There will be no discussion of these items unless, before the vote on the motion to adopt, specific items are removed from the Consent Calendar for separate motions.

2. Minutes - City Council Meetings held February 24, 2026

RECOMMENDATION: Approve.

[Minutes - 02-24-2026 - Joint Special Meeting with HPC](#)

[Minutes - 02-24-2026 - Regular Meeting](#)

[Minutes - 02-24-2026 - Special Meeting for Closed Session](#)

3. City of Ojai Warrants for February 9, 2026 – February 22, 2026

RECOMMENDATION: Receive and file.

[Administrative Report - Warrant Report](#)

[Attachment A - Warrant Register Report](#)

[Attachment B - Disbursement by Category](#)

[Warrant Cover Letter](#)

4. Adoption of Ordinance No. 972 Amending Title 3 of the Ojai Municipal Code to Add a New Chapter 9 Establishing a Public Safety Commission (*City Council Direction*)

RECOMMENDATION: Conduct second reading, waiving the reading of the full text, and adopt Ordinance No. 972 amending the Municipal Code to establish a Public Safety Commission, by reading of the title as stated below:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, AMENDING TITLE 3 OF THE OJAI MUNICIPAL CODE TO ADD A NEW CHAPTER 9 ESTABLISHING A PUBLIC SAFETY COMMISSION AND PROVIDING FOR NOMINATION AND INITIAL TERMS OF MEMBERS TO THE PUBLIC SAFETY COMMISSION, AND PROVIDING ORGANIZATIONAL REQUIREMENTS AND ROLES AND RESPONSIBILITIES OF THE PUBLIC SAFETY COMMISSION.

[Administrative Report - Adoption of Ordinance 972 - Public Safety Commission](#)

[Attachment A - Ordinance No. 972](#)

[Attachment B - Redline pg. 4 - Ordinance No. 972](#)

5. Minutes - Planning Commission Meeting held January 21, 2026

RECOMMENDATION: Receive and file.

[Minutes - 01-21-26 PC Regular Meeting](#)

DISCUSSION

6. **2025 Annual Citywide Pavement Rehab Project (ST-3006) – Award of Contracts (City Council Direction)**

RECOMMENDATION:

1. Authorize the City Manager to execute Public Works Contract No. 2026-02 with J&H Engineering General Constructors, Inc. (J&H) for the construction of ST-3006 in an amount not-to-exceed \$3,419,491.50, and authorize a contingency in the amount of \$513,000 (approximately 15%) for a total authorized expenditure of \$3,932,491.50; and authorize the City Manager to execute future contract change orders to the contract for unforeseen additional work up to the authorized contingency amount; and
2. Authorize the City Manager to execute Public Works Professional Services Agreement No. 2026-03 with Phoenix Civil Engineering, Inc. (Phoenix), for the construction management of ST-3006 in an amount not to exceed \$390,068 and authorize a contingency in the amount of \$39,000 (approximately 10%) for a total authorized expenditure of \$429,068; and
3. Authorize the City Manager to execute Amendment No. 2 to Public Works Professional Services Agreement No. 2024-10 with Phoenix for paving design services for the 2026 Pavement Rehabilitation Project, to extend the term for the second, one-year extension period and to increase the not-to-exceed amount by \$385,552 for a new not-to-exceed amount of \$639,090; and
4. Accept the determination by staff that the project is categorically exempt from the California Environmental Quality Act (CEQA).

[Administrative Report - 2025 Annual Citywide Pavement Rehab Project ST-3006](#)

[Attachment A - Street Map for Project No. ST-3006](#)

[Attachment B - Public Works Contract No. 2026-02 with J&H](#)

[Attachment C - PSA No. 2026-03 with Phoenix for Construction Management Services](#)

[Attachment D - PSA No. 2024-10 Original Agreement with Phoenix](#)

[Attachment E - PSA No. 2024-10A Amendment No. 1 with Phoenix](#)

[Attachment F - PSA No. 2024-10B Amendment No. 2 with Phoenix 2026 Pavement Design ST-](#)

3007

[Attachment G - CEQA Exemption Filing for Project No. ST-3006](#)

7. **Consider Approval of the Purchase of a Single Family Residential Property abutting City Hall Campus Located at 503 South Ventura Street; Accessor Parcel Number 023-0-090-040; General Plan Designation – Medium Residential; Zoning Designation – R-1 (City Council Direction)**

RECOMMENDATION: Adopt Resolution No. 2026-6 authorizing the City Manager to move forward with the purchase of the single-family residential property located at 503 South Ventura Street; for the price of \$850,000, on an as-is basis, subject to negotiation of a Purchase and Sale Agreement in a form approved by the City Attorney's Office.

[Administrative Report - Purchase of Property - 503 South Ventura Street](#)

[Attachment A - Resolution No. 2026-6](#)

[Attachment A - Exhibit 1 - Property Description](#)

8. **Mid-Year Budget Adjustment - City Attorney/Legal Services Budget (City Council Direction)**

RECOMMENDATION: Approve mid-year budget adjustment to City Attorney/Legal Services budget in the amount of \$541,978 for Fiscal Year 2025/2026.

[Administrative Report - Legal Services Mid-Year Budget Update](#)

9. Green Coalition Proposal – City Hall Campus (Requested by Rule and Gilman)

RECOMMENDATION:

1. Approve the Ojai Valley Green Coalition (OVGC) request for \$41,352 in supplementary funding to support public programming, site restoration activities, and site activation efforts at the City Hall Campus (Eco Center) from March 11 through June 30, 2026;
2. Approve a budget adjustment and appropriation allocating \$41,352 from General Fund unprogrammed reserves to fund this proposal; and
3. Authorize the City Manager to execute a Professional Services Agreement with the OVGC in a form approved by the City Attorney.

[Administrative Report - OVGC Proposal City Hall Campus](#)

[Attachment A - OVGC Supplementary Funding Proposal for City Campus](#)

10. Council Member Town Hall and Panel Policy (Requested by Gilman and Rule)

RECOMMENDATION: 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 - DRAFT Town Hall and Panel Policy](#)

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS

ADJOURNMENT

Posted March 6, 2026, at 12:00 p.m.

Bridget Mara, Acting Chief Deputy City Clerk

WRITTEN PUBLIC COMMENTS

Written public comments will be published here for public access. Please see PUBLIC COMMENT OPTIONS below for 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 electrónico 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

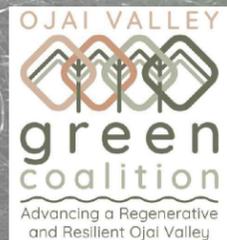
Applicants and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308. No City Council Member may accept, solicit, or direct a contribution of more than \$500 from any party or agent for 12 months subsequent to the date a final 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.

REIMAGINING OJAI CITY HALL CAMPUS: THE OJAI ECO CENTER



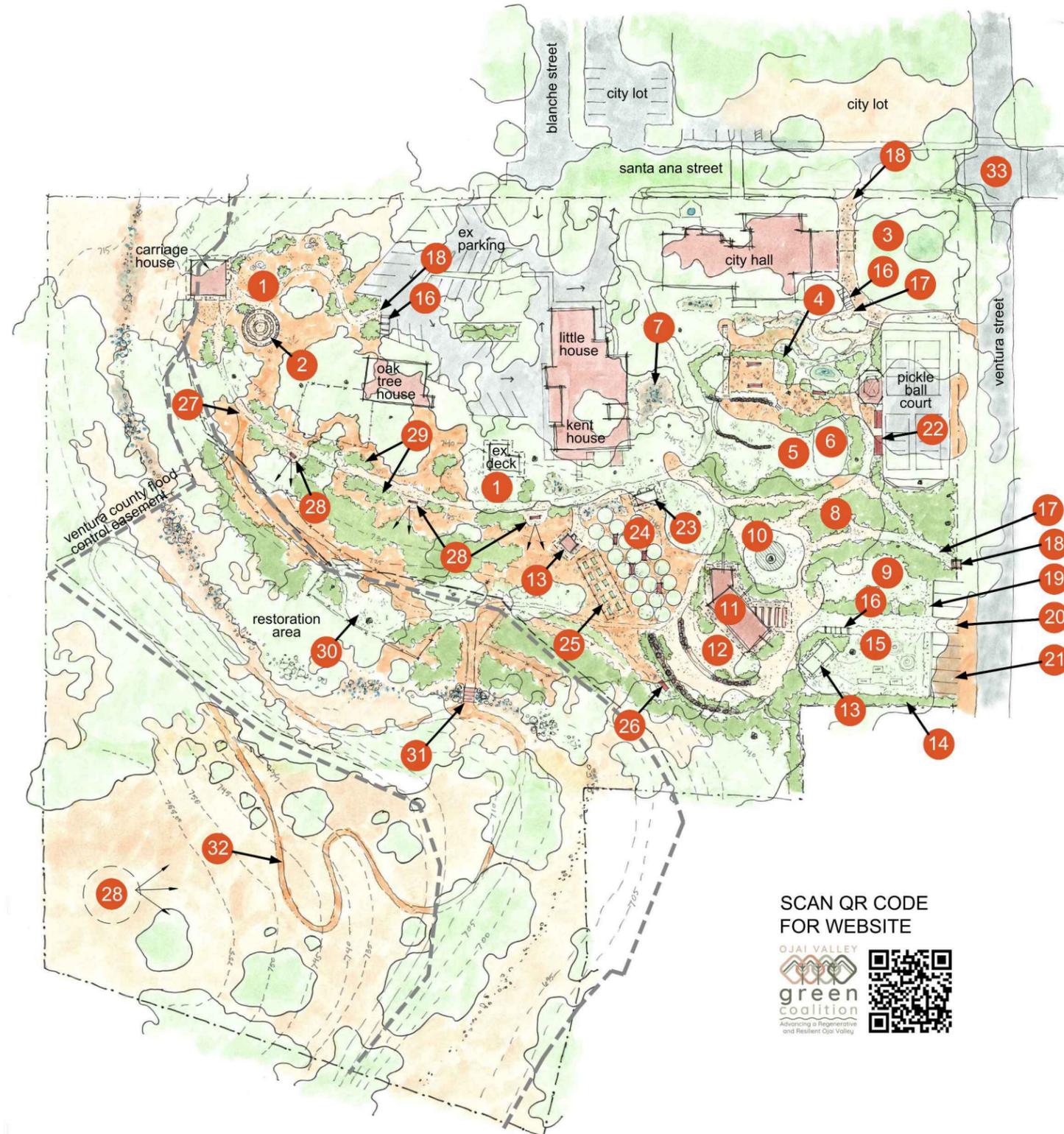
A CITY CAMPUS FOR EVERYONE
OJAI CITY COUNCIL
MARCH 10, 2026
6 PM

THE ECO CENTER CONCEPTUAL LANDSCAPE PLAN

PROJECT VISION:

THE HISTORIC 8-ACRE CITY HALL CAMPUS PROPERTY HAS THE POTENTIAL TO SERVE AS AN ESSENTIAL ECOLOGICAL HUB FOR OJAI. IT IS WONDERFUL TO HAVE A PLACE IN THE HEART OF TOWN THAT OFFERS REFUGE TO NON-HUMAN AND HUMAN MEMBERS OF OUR SMALL COMMUNITY! THE SITE HAS THE POTENTIAL TO PROVIDE A PLACE FOR CHILDREN AND ADULTS TO GAIN APPRECIATION FOR OUR ECOSYSTEM, AND TO LEARN HOW TO STEWARD AND TEND THE SITE IN A SUSTAINABLE AND REGENERATIVE MANNER. WE CAN WALK THE TRAILS, GARDEN TOGETHER, GATHER AND MEET WITH FRIENDS AND FAMILY, AND THEN TAKE THE EXPERIENCE AND KNOWLEDGE GAINED BACK TO OUR OWN HOMES AND COMMUNITIES. THIS SITE CAN SERVE AS AN INVITING PLACE FOR RESIDENTS, AND VISITORS ALIKE TO JOIN US IN HARMONIOUS WAYS.

- | | |
|---|-----------------------------|
| 1 FLEX/PLAY SPACES | 22 BENCH SEAT |
| 2 AMPHITHEATRE | 23 RESTROOM |
| 3 EVENT LAWN | 24 ORCHARD W/ PICNIC TABLES |
| 4 EXISTING FORMAL GARDENS | 25 COMMUNITY GARDEN BEDS |
| 5 FLEX AREA/PICNIC | 26 PICNIC TABLE |
| 6 EXISTING BADMINTON COURT | 27 RESTORATION SIGNAGE |
| 7 RAINGARDENS | 28 VIEW POINT W/ BENCH |
| 8 DEMONSTRATION GARDENS | 29 POLLINATOR GARDENS |
| 9 FLEX AREA | 30 SHADED AREA |
| 10 OAK TREE SEATING AREA | 31 CREEK CROSSING |
| 11 PROPOSED GARDEN HOUSE - OPTION A | 32 RESTORATION TRAIL |
| 12 VIEW TERRACE | 33 NEW CROSSWALK |
| 13 NEW SHED (2 LOCATIONS) | |
| 14 HEDGE SCREENING | |
| 15 EX COMPOST AREA | |
| 16 BIKE RACK | |
| 17 ADA PATH (6' WIDE) | |
| 18 ENTRY NODE | |
| 19 BIOSWALE | |
| 20 ENTRY NODE & MAINTENCE PATH FOR VEHICLES | |
| 21 PARKING INC. ADA SPACES | |



GARDEN HOUSE, KITCHEN & TERRACE



STRAWBALE CONSTRUCTION



NIGHT ON THE TERRACE



COMMUNITY KITCHEN



CREATIVE EVENTS

SITE STRUCTURES



EX. CARRIAGE HOUSE



EX. ARBOR



RESTROOMS



CREEK CROSSING BRIDGE



PARKING & BIOSWALE

SITE FEATURES



DEMONSTRATION GARDENS



POP-UP EVENTS



SIGNAGE

TREE REPURPOSING PROGRAM



INTERIOR WOOD

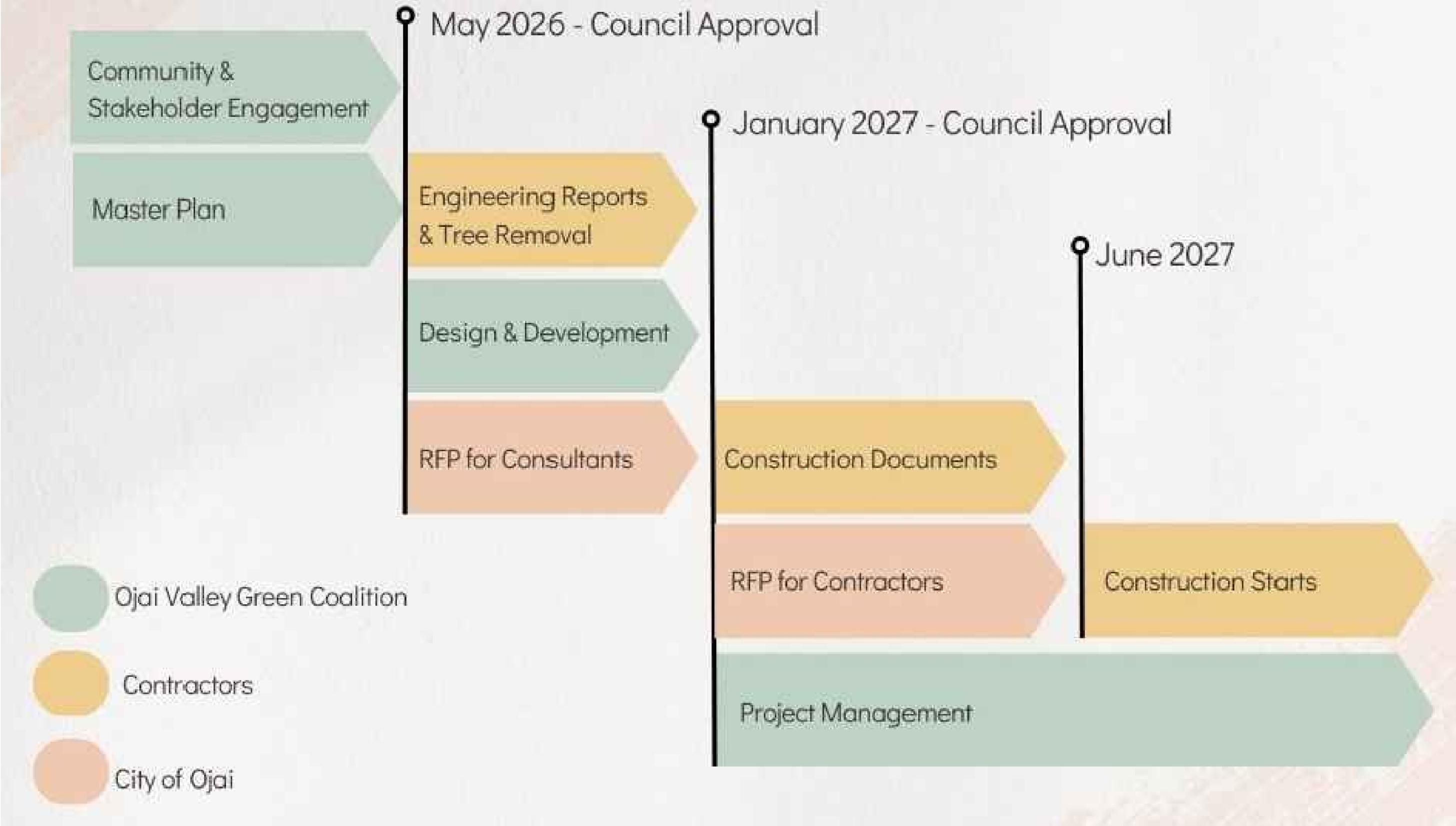


NATURE PLAY LOGS & MULCH



BENCH SEATING

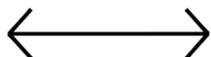
OJAI ECO CENTER TIMELINE



NEXT STEPS: DESIGN DEVELOPMENT (MAY 2026 - JANUARY 2027)

OJAI VALLEY GREEN COALITION PROJECT LEAD & LANDSCAPE ARCHITECT

- clearing & removal plans
- tree repurposing program
- site design & hardscape plans
- planting & irrigation plans
- signage design
- lighting plans
- consultant coordination

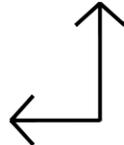


EXPERT ADVISORS

PAX ENVIRONMENTAL
restoration area

SAGE STONEMAN
strawbale & cob construction

CONSULTANT TEAM



ARCHITECT
garden house
restroom & sheds
carriage house restoration

CIVIL ENGINEER
grading & drainage
site plan & circulation
parking & bioswale
rain gardens

STRUCTURAL ENGINEER
garden house, restroom & sheds
arbor
carriage house restoration
creek crossing bridge
walls

GEOTECH
soils testing & reports

PRE-CONSTRUCTION MGMT
budgeting & scheduling
value engineering





MINUTES

**CITY COUNCIL AND HISTORIC PRESERVATION COMMISSION
JOINT SPECIAL MEETING
TUESDAY, FEBRUARY 24, 2026, 4:00 PM
KENT HALL - CITY HALL CAMPUS - 111 W SANTA ANA ST, OJAI, CA**

Mayor Pro Gilman called the Special Joint Meeting to order at 4:05 p.m.

ROLL CALL

The following members were present: Mayor Gilman, Mayor Pro Tem Mang, and Council Members Rule, Lang, and Whitman; Historic Preservation Commission (HPC) Chair McHatton, Vice Chair Sims, Commissioners Walker, Aikens, Bisaccia, and Niessen

Also present: City Manager Harvey, City Attorney Burgess, Assistant to the City Manager Cervantes, Community Development Director Seibert, Principal Planner Macaluso, and Acting Deputy City Clerk Mara

Absent: Historic Preservation Commissioner Moore.

PLEDGE OF ALLEGIANCE

Acting Deputy City Clerk Mara led the Pledge of Allegiance.

DISCUSSION ITEM

1. Joint Meeting with City Council and Historic Preservation Commission (*City Council Direction*)

Chair McHatton requested to have an HPC popup booth at any City event, through the Mayor this is agreed upon by all Council.

Chair McHatton requested a joint meeting with the Planning Commission to discuss design guidelines. Director Seibert stated he would bring this to the Planning Commission.

Chair McHatton suggested a welcome basket for any new business in the Arcade or any other historic district location, so the new business understands the city codes regarding the historic district. Council Member Rule recommended a legal review before moving forward.

HPC will be bringing forward awards to recognize organizations, people or locations that honor the historic values in the City of Ojai.

Chair McHatton requested that when the Historic Resources Group (HRG) comes to Council that they are given priority by staff and Council. Mayor Gilman requested the HPC to remind Council of the priority when it comes to Council.

Chair McHatton requested the Historic Resource Reports (HRR) fees be reduced or removed and add it back into the City Budget. Mayor and Council agreed to consider and asked to bring it back to the Council for consideration with a dollar amount to consider for next year's budget.

Chair McHatton requested to have the HPC/CC Ad Hoc meeting continue to December 31, 2026, with meeting at the three and six month spots with hopefully being done by June 30, 2026, and continue to have Mayor Gilman attend the meetings. Council Member Rule requested the City Attorney clarify how long an Ad Hoc can meet. City Attorney Burgess stated it can be extended another six (6) months without being considered a permanent committee with a clearly defined stop date.

HPC requested to add signage giving historical information on the Ojai Railroad with 20-25 signs that would be placed along the Ojai Bike Trail and would run down from Ojai to Foster Park; the County of Ventura is interested in collaborating with this project.

HPC requested approval from Council to move forward with the signage project. Council has already approved the seed money for the first four signs. HPC will continue to reach out to get sponsors to get money to move forward with the remaining signs. Mayor Gilman requested staff to move forward. City Manager Harvey asked HPC to bring the first four signs back when they are final for review. Public Works will assist HPC in getting the encroachment permits from the County.

ADJOURNMENT

Mayor Gilman adjourned the meeting at 5:23 p.m.

Bridget Mara, Acting Deputy City Clerk
Approved:



MINUTES

CITY COUNCIL REGULAR MEETING TUESDAY, FEBRUARY 24, 2026, 6:00 PM KENT HALL – CITY HALL CAMPUS – 111 W SANTA ANA ST, OJAI, CA

Mayor Pro Gilman called the meeting to order at 6:10 p.m.

ROLL CALL

The following members were present: Mayor Gilman, Mayor Pro Tem Mang, and Council Members Rule, Lang, and Whitman.

Also present in the Kent Hall Council Chambers: City Manager Harvey, City Attorney Burgess, Assistant to the City Manager Cervantes, Community Development Director Seibert, Finance Director Cho (via zoom), Human Resources Manager Holman, Recreation Manager Rivera, and Acting Deputy City Clerk Mara.

PLEDGE OF ALLEGIANCE

Acting Deputy City Clerk Mara led the Pledge of Allegiance.

APPROVAL OF AGENDA

MOTION: It was moved by Council Member Lang, seconded by Council Member Whitman, to approve the Agenda. Mayor Gilman moved Item 11 up after Item 7, followed by Items 12 and 13.

The motion carried unanimously.

PRESENTATIONS

1. Ojai Valley Fire Safe Council

COMMISSION REPORTS - None

CITY MANAGER'S REPORT

City Manager Harvey provided an oral report.

Assistant to the City Manager provided an update on the General Plan Survey for Economic Diversification.

PUBLIC COMMUNICATIONS

The Council received comments from the public.

CONSENT CALENDAR

2. Minutes of the City Council

RECOMMENDATION: Approve Minutes of the February 10, 2026, Special and Regular Meetings.

3. City of Ojai Warrants for January 26, 2026 - February 8, 2026

RECOMMENDATION: Receive and file.

4. Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of January 31, 2026

RECOMMENDATION: Receive and file.

5. Adoption of Ordinance No. 971 Requiring the Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interests

RECOMMENDATION: Conduct second reading, waiving the reading of the full text, and adopt Ordinance No. 971 amending the Municipal Code to require Electronic Filing of Campaign Disclosure Statement and Statements of Economic Interests, by reading of the title as stated below:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, AMENDING CHAPTER 2-1 OF TITLE 2 OF THE OJAI MUNICIPAL CODE TO ADD A NEW ARTICLE 5 REQUIRING ELECTRONIC FILING OF CAMPAIGNDISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTERESTS.

6. Confirm Appointment to Fill Mid-Term Vacancy on the Arts Commission

RECOMMENDATION: Confirm nomination of applicant Carolyn Wagner as Arts Commissioner to fill a mid-term vacancy (term ending May 2026).

Council Member Lang pulled Item 6 and Council Member Mang pulled Item 3.

MOTION: It was moved by Council Member Lang, seconded by Mayor Gilman, to approve Items 2, 4, and 5.

The motion carried unanimously.

MOTION: It was moved by Mayor Gilman, seconded by Council Member Lang, to approve Item 3.

The motion carried 4-0-1 (Rule abstaining).

MOTION: It was moved by Council Member Lang, seconded by Mayor Gilman, to approve Item 6.

The motion carried unanimously.

DISCUSSION

7. City Council Goal Tactics Cost Estimates & Updates (City Council Direction)

City Council reviewed the Goals and Tactics, provided feedback, and directed staff to bring the item back on a future agenda to consider first and second tiers.

11. Community Pool Options (City Council Direction)

MOTION: It was moved by Mayor Gilman, seconded by Council Member Rule, to authorize staff to move forward with the proposal with Ojai Union School District and to come back with a salary schedule, sponsorship schedule for salary schedule modification, fee schedule update scholarship program update including the Ojai Valley as a one-year pilot program, and by adding the YMCA for swim lessons for the first year to transition into the Parks and Recreation Department in the following year.

The motion carried unanimously.

12. Letters of Opposition to Federal Oil and Gas Leasing Proposals Affecting Los Padres National Forest and Central California Public Lands (Requested by Mayor Gilman)

MOTION: It was moved by Council Member Lang, seconded by Mayor Gilman, to approve staff's recommendation to:

1. Approve the attached Letter Related to the United States Forest Service's proposed Amendment to the Los Padres National Forest Land Management Plan Opposing New Oil and Gas Leases within the Los Padres National Forest;
2. Approve the attached Letter of Opposition to the Bureau of Land Management (BLM) to the Draft Supplemental Environmental Impact Statement (SEIS) within the Bakersfield Field Office planning area;
3. Authorize the Mayor to sign the letters on behalf of the City Council; and
4. Direct staff to submit the letters to:
 - a. USDA Forest Service and Bureau of Land Management, respectively
 - b. U.S. Senators Alex Padilla and Adam Schiff
 - c. U.S. Representatives Salud Carbajal and Julia Brownley
 - d. Jayson Braude, Kiley & Associates
 - e. Ventura County Board of Supervisors

The motion carried unanimously.

13. Upgrade Microsoft 365 License from G3 to G5 to Enhance Audit Logging per Kroll Report Recommendation (Operational Need)

MOTION: It was moved by Council Member Rule, seconded by Mayor Gilman, to approve staff's recommendation to authorize the City Manager to approve renewal of the City's existing Microsoft 365 G3 licenses as Microsoft 365 G5 licenses fulfilling the Kroll Report recommendation that the City upgrade its Microsoft 365 licensing.

The motion carried unanimously.

8. City of Ojai Style Guide and Branding Elements (City Council Direction)

MOTION: It was moved by Mayor Gilman, seconded by Council Member Lang, to approve logo 2A teal without moon and font X Calunna.

The motion carried 3-2 (Mang and Whitman dissenting).

**9. Amendment No. 1 to Tripepi Smith Contract – Expanded Scope and Budget
(City Council Direction)**

MOTION: It was moved by Mayor Gilman, seconded by Council Member Lang, to approve ongoing work on the city logo and budget book as proposed and to put out a 30-day RFP to have local artists submit a proposal to do the State of the City video and pull from Tripepi Smith.

The motion carried unanimously.

10. Introduction of Ordinance No. 972 which would Establish a Public Safety Commission (City Council Direction)

MOTION: It was moved by Council Member Rule, seconded by Mayor Gilman, to approve staff's recommendation to:

1. Introduce, for first reading by title only with further reading waived, Ordinance No. 972 amending Title 3 of the Ojai Municipal Code to add a new Chapter 9 establishing a Public Safety Commission and providing for nomination and initial terms of members to the Public Safety Commission, and providing organizational requirements and roles and responsibilities of the Public Safety Commission, with direction to staff to review Section 3-9.05 and revise the language to ensure the Commission can meet as needed.
2. Direct staff to return to the City Council for second reading and adoption of the Ordinance.

The motion carried 3-2 (Whitman and Mang dissenting).

COUNCIL MEMBER'S REPORTS

None

FUTURE AGENDA ITEMS

None

ADJOURNMENT

Mayor Gilman adjourned the meeting at 9:00 p.m.

Bridget Mara, Acting Deputy City Clerk
Approved:



MINUTES

CITY COUNCIL SPECIAL MEETING TUESDAY, FEBRUARY 24, 2026, 9:00 PM KENT HALL - CITY HALL CAMPUS - 111 W SANTA ANA ST, OJAI, CA

Mayor Pro Gilman called the Special Meeting to order at 9:02 p.m.

ROLL CALL

The following members were present: Mayor Gilman, Mayor Pro Tem Mang, and Council Members Rule, Lang, and Whitman.

Also present: City Manager Harvey, City Attorney Burgess, Community Development Director Seibert, and Acting Deputy City Clerk Mara.

PLEDGE OF ALLEGIANCE

Acting Deputy City Clerk Mara led the Pledge of Allegiance.

APPROVAL OF AGENDA

It was moved by Council Member Lang, seconded by Mayor Gilman, to approve the Agenda as posted. The motion carried unanimously.

CLOSED SESSION

The City Council recessed into Closed Session to discuss the following matter:

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code § 54956.9(d)(2) and (e)(2))**
Significant exposure to litigation in one matter, based on the following existing facts and circumstances known to a potential plaintiff: approval of Zoning Clearance No. 2CL 24-107 for a project located at 242 E. Ojai Avenue.

The City Council reconvened from Closed Session.

CITY ATTORNEY'S REPORT OUT OF CLOSED

City Attorney Burgess stated there was no action taken in Closed Session.

ADJOURNMENT

Mayor Gilman adjourned the meeting at 10:27 p.m.

Bridget Mara, Acting Deputy City Clerk
Approved:



Administrative Report

TO: Honorable City Council
FROM: Ben Harvey, City Manager
Brenda Cho, Finance Director
MEETING DATE: March 10, 2026
SUBJECT: City of Ojai Warrants for February 09, 2026 – February 22, 2026

RECOMMENDATION

Receive and file.

DISCUSSION

Disbursement Warrant Check Numbers: 80221-80278

Payroll Warrant Check Numbers: 38374-38375

Number of Direct Deposits: 76

City of Ojai Disbursement Warrants for General Fund and Special Revenue Funds	\$	613,339.76
Payroll – February 19, 2026		<u>127,494.12</u>
Total	\$	740,833.88

CITY COUNCIL GOALS ALIGNMENT

Goal No. 8 - Financial Stability

OPTIONS

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

FISCAL IMPACT

There is no fiscal impact associated with this action. The list of warrants is presented for informational purposes only and reflects payments previously authorized and budgeted.

Prepared by: Scott Avila

ATTACHMENT(S)

- A. Check Register
- B. Disbursement by Category

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
80221	7 Day Tire LLC Oil Change for Trolley	02/12/2026	112.00
80222	Agromin Organic Compost for City Parks	02/12/2026	3,560.72
80223	AllConnected, Inc. December 2025 Auxiliary Support & January 2026 IT Support	02/12/2026	6,476.25
80224	Aqua-Flo Supply Supplies for Citywide Maintenance	02/12/2026	1,973.73
80225	California State Disbursement Unit February 2026 Payroll Expense	02/12/2026	82.15
80226	Capco Analytical Services December 2025 Storm Water Testing	02/12/2026	115.00
80227	Chakra Investments, Inc. Libbey Park Signs	02/12/2026	1,139.87
80228	County of Ventura February 2026 Soule Park Pickleball Monthly Rent	02/12/2026	515.00
80229	Craig Young Construction Reimbursement for City Storm Drain Project	02/12/2026	26,180.73
80230	Dance Ojai Recreation Class - Dance Workshops	02/12/2026	221.00
80231	Daniels Tire Service Inc. Public Works Truck Tire Repair	02/12/2026	853.89
80232	Emmanuel A Mendez February 2026 City Transit Wash	02/12/2026	1,750.00
80233	Firestick Pottery Recreation Class - Pottery	02/12/2026	105.00
80234	GoGov, Inc. Annual Customer Relationship Management Platform	02/12/2026	7,104.00
80235	Darrell Gooden Recreation Class - Kung Fu for Adults & Youth	02/12/2026	637.00

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
80236	Green Globe HVAC Inc Kent Hall HVAC Repair	02/12/2026	4,050.00
80237	Kelly Cleaning & Supplies, Inc. February 2026 Janitorial Services	02/12/2026	3,404.33
80238	Terry Kvasnik Recreation Class - Parkour & Qi Gong Classes	02/12/2026	1,162.20
80239	Meiners Oaks Hardware Supplies for Citywide Maintenance	02/12/2026	920.10
80240	Metropolitan Life Insurance Company February 2026 Payroll Expense	02/12/2026	796.87
80241	Ojai Auto Supply December 2025 & January 2026 Supplies for Trolley Maintenance	02/12/2026	2,091.14
80242	Ojai True Value Hardware Supplies for Citywide Maintenance	02/12/2026	127.09
80243	Prudential Overall Supply Public Works Cleaning Supplies & Clothing Allowance	02/12/2026	712.82
80244	Shine A Light Theatre Arts Grant Check Reissue	02/12/2026	4,000.00
80245	Solid Waste Solutions Inc. January 2026 Hazardous Waste Program	02/12/2026	1,815.75
80246	State Water Resources Control Board Annual Waste Discharge Fee	02/12/2026	563.00
80247	Traffic Technologies, Inc. Libbey Park Signs	02/12/2026	919.34
80248	Trail Rides of Ojai DBA Infinite Horsemanship Recreation Class - Horsemanship Lessons	02/12/2026	598.50
80249	Trails By Potter, LLC Recreation Class - Pickleball	02/12/2026	482.62
80250	County of Ventura Environmental Filing Fee	02/12/2026	50.00

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
80251	Katya Welborn Recreation Class - Tennis	02/12/2026	3,802.50
80252	Western NRG Inc February 2026 IT Email Security	02/12/2026	65.00
80253	Amy Farah Weiss February 2026 OTT Trailer Rental	02/19/2026	500.00
80254	AT&T January 2026 Telephone	02/19/2026	286.32
80255	Canon Financial Services, Inc. February 2026 Copy Machine Lease	02/19/2026	996.42
80256	Casitas Municipal Water District December 2025 Water	02/19/2026	5,068.60
80257	Christy Billings Employee Reimbursement	02/19/2026	139.40
80258	DocuProducts Quarterly Copy Machine Printing Costs	02/19/2026	2,832.11
80259	Emmanuel A Mendez February 2026 City Transit Wash	02/19/2026	475.00
80260	Help of Ojai Inc. Case Management Services Cabin Village	02/19/2026	72,360.00
80261	Hometown Trolley Supplies for Trolley Maintenance	02/19/2026	450.54
80262	Lindy Palmer Employee Training Travel Expense	02/19/2026	191.00
80263	MGT Impact Solutions, LLC SB 90 Claim Services	02/19/2026	375.00
80264	Ruth Miller Reimbursement for OTT Trailer Repairs	02/19/2026	348.50
80265	Juan Morales Employee Training Travel Expense	02/19/2026	398.41

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
80266	MV Cheng & Associates Inc. January 2026 Finance Consulting Services	02/19/2026	9,067.50
80267	Ojai Business Center Inc Office Supplies	02/19/2026	142.26
80268	Ojai Valley News 2026 Annual Subscription & Legal Ads	02/19/2026	934.93
80269	Colleen O'Mara Honorarium Speaking Fee	02/19/2026	200.00
80270	Phoenix Group Info Systems December 2025 Parking Citations	02/19/2026	236.43
80271	Ready Refresh by Nestle February 2026 Drinking Water	02/19/2026	340.73
80272	So Cal Gas January 2026 Gas	02/19/2026	2,715.39
80273	Ventura County Animal Services October - December 2025 Animal Services Agreement	02/19/2026	18,507.36
80274	Ventura County Auditor-Controller December 2025 Parking Citation County Fees	02/19/2026	100.00
80275	Ventura County Sheriff's Dept January 2026 Patrol & Traffic Services	02/19/2026	320,337.78
80276	Westridge Market Inc Supplies for City Council Meetings	02/19/2026	1,666.00
80277	Jackie Rojas Employee Training Travel Expense	02/19/2026	191.00
80278	Empowerment Works, Inc. Arts Grant Check Reissue	02/19/2026	4,000.00
ACH	Ameriflex: Claims ACH February 2026 Payroll Expense	02/09/2026	632.00
ACH	Christopher Reno February 2026 Trolley Repair	02/13/2026	475.00

Check Register

Check Summary By Check Number



<u>Check No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
ACH	Ameriflex: Admin Fee ACH February 2026 Payroll Expense	02/17/2026	116.00
ACH	Ameriflex: Claims ACH February 2026 Payroll Expense	02/18/2026	155.00
ACH	Mission Square 457 ACH February 2026 Payroll Expense	02/19/2026	9,875.74
ACH	IRS ACH February 2026 Payroll Expense	02/20/2026	46,965.96
ACH	EDD ACH February 2026 Payroll Expense	02/20/2026	7,831.34
ACH	CalPERS Retirement ACH February 2026 Payroll Expense	02/20/2026	28,040.44
			613,339.76
ACH	Payroll Pay Period 2/02/2026 - 2/15/2026	02/19/2026	127,494.12
	Wire & Paper Check Total		127,494.12
		Grand Total	\$ 740,833.88

City of Ojai
Disbursement by Category

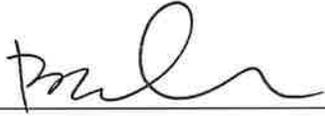
Category	Amount
Advertisement	934.93
Ojai Valley News	934.93
Grants (Reissue)	8,000.00
Empowerment Works, Inc.	4,000.00
Shine A Light Theatre	4,000.00
Lease and Rentals	2,011.42
Amy Farah Weiss	500.00
Canon Financial Services, Inc.	996.42
County of Ventura	515.00
Payroll and Benefits	221,989.62
Ameriflex: Admin Fee ACH	116.00
Ameriflex: Claims ACH	787.00
California State Disbursement Unit	82.15
CalPERS Retirement ACH	28,040.44
EDD ACH	7,831.34
IRS ACH	46,965.96
Metropolitan Life Insurance Company	796.87
Mission Square 457 ACH	9,875.74
Pay Period 2/02/2026 - 2/15/2026	127,494.12
Professional/Contract Services	444,950.01
7 Day Tire LLC	112.00
Agromin	3,560.72
AllConnected, Inc.	6,476.25
Capco Analytical Services	115.00
Christopher Reno	475.00
Colleen O'Mara	200.00
County of Ventura	50.00
Daniels Tire Service Inc.	853.89
Emmanuel A Mendez	2,225.00
Green Globe HVAC Inc	4,050.00
Help of Ojai Inc.	72,360.00
Kelly Cleaning & Supplies, Inc.	3,404.33
MGT Impact Solutions, LLC	375.00
MV Cheng & Associates Inc.	9,067.50
Phoenix Group Info Systems	236.43
Solid Waste Solutions Inc.	1,815.75
State Water Resources Control Board	563.00
Ventura County Animal Services	18,507.36
Ventura County Auditor-Controller	100.00
Ventura County Sheriff's Dept	320,337.78
Western NRG Inc	65.00
Recreation Classes	7,008.82
Dance Ojai	221.00
Darrell Gooden	637.00
Firestick Pottery	105.00
Katya Welborn	3,802.50
Terry Kvasnik	1,162.20
Trail Rides of Ojai DBA Infinite Horsemanship	598.50
Trails By Potter, LLC	482.62

City of Ojai
Disbursement by Category

Reimbursements and Refunds	27,449.04
Christy Billings	139.40
Craig Young Construction	26,180.73
Jackie Rojas	191.00
Juan Morales	398.41
Lindy Palmer	191.00
Ruth Miller	348.50
Subscription and Software	7,104.00
GoGov, Inc.	7,104.00
Supplies	13,315.73
Aqua-Flo Supply	1,973.73
Chakra Investments, Inc.	1,139.87
DocuProducts	2,832.11
Hometown Trolley	450.54
Meiners Oaks Hardware	920.10
Ojai Auto Supply	2,091.14
Ojai Business Center Inc	142.26
Ojai True Value Hardware	127.09
Prudential Overall Supply	712.82
Ready Refresh by Nestle	340.73
Traffic Technologies, Inc.	919.34
Westridge Market Inc	1,666.00
Utilities	8,070.31
AT&T	286.32
Casitas Municipal Water District	5,068.60
So Cal Gas	2,715.39
Grand Total	740,833.88

Warrant Register for the Meeting Date March 10, 2026

Per Section 37208 of the Government Code, I hereby certify that the referenced demands conform to the approved budget except as noted and have been paid. These demands are hereby submitted to the City Council for receipt and file.

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

Brenda Cho, Finance Director



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Bethany Burgess, City Attorney

MEETING DATE: March 10, 2026

SUBJECT: Adoption of Ordinance No. 972 Amending Title 3 of the Ojai Municipal Code to Add a New Chapter 9 Establishing a Public Safety Commission (*City Council Direction*)

RECOMMENDATION

Conduct second reading, waiving the reading of the full text, and adopt Ordinance No. 972 amending the Municipal Code to establish a Public Safety Commission, by reading of the title as stated below:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, AMENDING TITLE 3 OF THE OJAI MUNICIPAL CODE TO ADD A NEW CHAPTER 9 ESTABLISHING A PUBLIC SAFETY COMMISSION AND PROVIDING FOR NOMINATION AND INITIAL TERMS OF MEMBERS TO THE PUBLIC SAFETY COMMISSION, AND PROVIDING ORGANIZATIONAL REQUIREMENTS AND ROLES AND RESPONSIBILITIES OF THE PUBLIC SAFETY COMMISSION.

DISCUSSION

The City Council introduced Ordinance No. 972 at its meeting held February 24, 2026. The Ordinance will establish a Public Safety Commission to act in an advisory nature to the City Council on various issues related to public safety in the community.

At its February 24, 2026, City Council meeting, Council requested that Section 3-9.05 of the ordinance be revised to remove the prohibition from having meetings more frequently than monthly. The revised version allows meetings on a monthly basis, but does not prohibit more frequent meetings. Meetings will be required on at least a quarterly basis. With the revised wording, the Commission would be able to call Special Meetings in the same manner as other City Boards and Commissions.

Background

On October 21, 2025, the City Council provided direction to staff to draft an ordinance establishing an advisory commission that would provide the City Council with structured community input on various public safety matters within the City's jurisdiction.

The proposed ordinance would create a Public Safety Commission that serves in an advisory capacity to the City Council. The ordinance does the following:

- Establishes a five member Public Safety Commission with four of the inaugural members being nominated through a nominating commission made up of the Mayor and a rotating City Council Member. The remaining member would be nominated by the Mayor.
- Following appointment of the inaugural Commission, future nominations would be made in the same manner as other appointments to City Boards and Commissions.
- As currently drafted, up to two members may reside outside of the City limits, but within the Ojai Area of Interest.
- The nominating committee may give preference to applicants demonstrating specialized knowledge or expertise in the Commission's subject matter.
- The inaugural Commission would have staggered terms, with three members being appointed for up to four years and two being appointed for up to two years. All members would be eligible for reappointment following completion of the initial terms.
- As with other City Commissions, Commissioners serve at the will of the Council and may be removed by a majority of Council members following a public process.
- Officers will be selected annually and meetings will be held at least quarterly, but may be held on a monthly basis.
- No compensation will be provided to Commissioners.
- The Commission will follow Rosenberg's Rules of Order and the City's Board and Commissions Handbook.

Powers and Duties of the Public Safety Commission

The proposed Ordinance provides the following duties and responsibilities for the Public Safety Commission:

- *Community Programs Support:* Make recommendations to City Council regarding neighborhood watch and Citizens Emergency Response Team (CERT) programs, and other public-facing programs and initiatives of the Ventura County Sheriff's Office and Ventura County Fire Department.
- *Public Safety Awareness:* Develop methods for increasing public safety awareness by recommending the most effective means of community communication and outreach.
- *Recognition Programs:* Recommend annual commendations by City Council for private residents and public employees who make significant contributions to public safety within the community.
- *Transportation Infrastructure Safety:* Receive community complaints/concerns, review and make recommendations regarding parking regulations, sidewalk conditions and accessibility, speed limits and enforcement, crosswalk safety and visibility, and traffic control measures to enhance pedestrian and vehicular safety.

- *Fire Safety Initiatives:* Fire hardening and fire safety related initiatives to improve community resilience and preparedness within the City’s jurisdiction.
- *Other:* Provide other recommendations to City Council on issues involving public safety in the community as directed or requested by the City Council.

The Public Safety Commission would not exercise any adjudicatory authority, have responsibility for investigating specific incidents, address complaints regarding specific individuals, or interfere with the City’s public safety agencies. Additionally, the Commission would not have authority to direct staff to perform work unless approved by the City Manager. Staff Liaisons to the Public Safety Commission would include the Public Works Director, the Police Chief and the Fire Division Chief (though presence of staff liaison members will vary dependent on subject matter being covered in the particular meeting).

Environmental Determination

The Ordinance is exempt from the California Environmental Quality Act (CEQA), in accordance with CEQA Guidelines Section 15378, because it is not a “project” as defined under CEQA. Pursuant to Section 15378(b)(5) of the CEQA Guidelines, a “project” does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment. The Ordinance is purely administrative or organizational in nature as it involves the organization or establishment of a new City Commission, and will not result in physical changes in the environment.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 5 - Public Safety

FISCAL IMPACT

The establishment of a new City advisory commission would have no additional fiscal impact, as staff support would be accommodated through the adopted Fiscal Year 25-26 budget. However, should the City Council decide to provide the new commission with a budget, funds for the budget would need to be appropriated from unprogrammed City General Fund balance.

Prepared by: Bethany Burgess, City Attorney

ATTACHMENT(S)

- A. Ordinance No. 972 – Public Safety Commission
- B. Redline pg. 4 – Ordinance No. 972

CITY OF OJAI

ORDINANCE NO. 972

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, AMENDING TITLE 3 OF THE OJAI MUNICIPAL CODE TO ADD A NEW CHAPTER 9 ESTABLISHING A PUBLIC SAFETY COMMISSION AND PROVIDING FOR NOMINATION AND INITIAL TERMS OF MEMBERS TO THE PUBLIC SAFETY COMMISSION, AND PROVIDING ORGANIZATIONAL REQUIREMENTS AND ROLES AND RESPONSIBILITIES OF THE PUBLIC SAFETY COMMISSION

WHEREAS, the City Council recognizes the importance of fostering a safe, resilient, and well-informed community; and

WHEREAS, the City prioritizes community engagement and public comment on matters of importance to the City and its residents; and

WHEREAS, the Commission will serve as an advisory body to provide informed recommendations to the City Council regarding public safety matters; and

WHEREAS, the Public Safety Commission will provide an opportunity to allow the public to engage with the City in matters of public safety, including, but not limited to, traffic and vehicular safety, wildfire preparedness, and other public safety matters; and

WHEREAS, the City faces increasing challenges related to traffic congestion, vehicular accidents, and pedestrian safety that require comprehensive planning and community input; and

WHEREAS, the City is located in an area subject to wildfire risk and other emergencies, and the City Council is interested in policies that protect lives, property, and natural resources from hazards; and

WHEREAS, the City Council recognizes the value of community participation in reviewing, evaluating, and providing recommendations on public safety policies, programs, and initiatives; and

WHEREAS, establishing a Public Safety Commission will enhance transparency and community engagement in public safety matters.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, DOES ORDAIN, AS FOLLOWS:

SECTION 1. Recitals. The above set forth recitals and findings are true and correct and incorporated herein by reference, as if set forth in full.

SECTION 2. Code Amendment. Title 3 of the Ojai Municipal Code is hereby amended to add a new Chapter 9, entitled “Public Safety Commission” which shall read in its entirety as follows:

Chapter 9 Public Safety Commission

Sec. 3-9.01. Public Safety Commission Established.

- (a) There is hereby established a Public Safety Commission consisting of five members.
- (b) Commissioners shall be nominated and appointed through the following process:
 - (1) For the inaugural Commission, a nominating committee comprised of the Mayor and a rotating City Councilmember, as determined by the City Clerk, shall nominate four Commissioners for confirmation by the City Council, with each Councilmember having an opportunity to serve on a nominating committee. The Mayor shall nominate one Commissioner independently for confirmation by the City Council.
 - (2) For all subsequent appointments, a nominating committee comprised of the following three members shall nominate each Commissioner for confirmation by the City Council: the Mayor; a rotating City Councilmember, as determined by the City Clerk; and the Commission Chair, or the Vice-Chair if the Chair's office is under consideration within two months of the nomination.
 - (3) All nominations shall be subject to confirmation by a majority vote of the entire City Council.
 - (4) If any member of the nominating committee affirmatively declines to participate in the nomination process, then their seat shall be forfeit and the next person, as appropriate and as determined by the City Clerk shall participate on the nominating committee instead: the next rotating Councilmember, as determined by the City Clerk; the Chair, Vice-Chair, or Commission member; or the Mayor Pro Tem for the Mayor.
 - (5) The nominating committee shall agree on applicants to be interviewed. The nominating committee shall then interview such applicants, virtually or in person, before selecting a nominee for City Council confirmation.

- (6) The nominating committee must unanimously decide each nominee for confirmation by a majority vote of all members of the City Council. No nominee shall be submitted to the City Council for confirmation without unanimous support of the nominating committee.
 - (7) If a nominee fails to garner a majority vote of the full City Council, then the applicable nominating committee shall meet again to consider and propose a new nominee for confirmation by the City Council in accordance with the process in this section. This process shall repeat until a nominee is confirmed by a majority vote of the entire City Council.
 - (8) If a nominee fails to garner a majority vote of the full City Council, then the applicable nominating committee shall meet again to consider and propose a new nominee for confirmation by the City Council in accordance with the process in this section. This process shall repeat until a nominee is confirmed by a majority vote of the entire City Council.
 - (9) If a mid-term vacancy occurs, whether as a result of removal, resignation, or any other cause, the nominating committee may nominate their replacement to fill the remainder of the original term in accordance with the process in this section, which must be confirmed by a majority of the entire City Council. Where feasible, the members of the nominating committee used to nominate the member whose seat is vacated shall be used to nominate their replacement. Where members of such nominating committee are no longer in office or otherwise unavailable to serve on the nominating committee to fill the vacant seat, the seat shall be filled by the following, as appropriate: the next rotating Councilmember, as determined by the City Clerk; the Mayor Pro Tem if the Mayor is unable to serve on the nominating committee; or the sitting Chair, or the Vice-Chair if the Chair's office is under consideration within two months of the nomination.
- (c) All Commission appointments are non-political appointments. While it is preferred that all members of the Commission have primary residence and be domiciled within the City, a maximum of two members of the Commission may have primary residence and be domiciled outside the City. All members must live within the Ojai Area of Interest, as defined by the Ventura County Local Agency Formation Commission. In selecting nominees and making appointments, each nominating committee may give preference to applicants demonstrating specialized knowledge or expertise in the Commission's subject matter jurisdiction, as outlined in Section 3-9.07.

Sec. 3-9.02. Terms.

- (a) For the inaugural Commission, the first three members appointed shall serve an initial term of up to four years, and the remaining two members shall serve an initial term of up to two years. All inaugural Commissioners are eligible for reappointment. All subsequent Commission appointments shall be for a term of four years.
- (b) The terms of all members of the Commission shall expire at the second regular City Council meeting of May.
- (c) Members shall hold office upon the expiration of their terms until their successors have been nominated and confirmed. A person who has been appointed to fill a vacancy shall hold office for the remainder of the unexpired term.

Sec. 3-9.03. Compensation.

No member of the Commission shall receive compensation for their services as a member.

Sec. 3-9.04. Removal.

A Commissioner may be removed from office by the following process: two City Councilmembers must advise the City Manager of their intent to place an item on an upcoming City Council agenda to consider the removal of a Commissioner. The City Manager must then contact the Commissioner to advise him/her of that notification, and to provide the Commissioner with at least seven days' advance notice of any agendaized City Council discussion regarding the possible Commissioner removal. The Commissioner may choose to resign or object to the proposed action. Commissioners serve "at will" and may be removed for any reason. The Commissioner shall be given an opportunity to speak to the full City Council at the agendaized public meeting if they wish to do so, before consideration of their removal. After completing this process, any Commissioner may be removed by a majority of the entire City Council vote at a regular City Council meeting.

Sec. 3-9.05. Organization.

The Commission shall annually elect a Chair, Vice-Chair, a Secretary, and such other officers deemed necessary. In the absence or disability of either the Chair or Vice-Chair, the Commission may designate a Chair pro tempore. Regular meetings of the Commission shall be public and shall be held monthly for the first six months following the appointment and swearing in of the last Commissioner. Thereafter, the Commission may meet on a monthly basis, but shall meet at least once per calendar quarter.

Sec. 3-9.06. Minutes of Meetings.

Meeting minutes shall be kept of all Commission meetings, and copies thereof shall be delivered by the Secretary of the Commission, through the Commission Liaison, to the City Clerk for filing and distribution to the members of the Council within 15 days after the Commission's approval.

Sec. 3-9.07. Rules of Procedure.

Unless otherwise provided in this chapter, the Commission meetings shall be governed by Rosenberg's Rules of Order and the City's adopted Boards and Commissions Handbook. Three Commissioners shall constitute a quorum, without regard to residency, and a simple majority of the votes of a quorum as present shall be required to pass a motion.

Sec. 3-9.08. Powers and Duties.

The purpose of the Commission shall be to make advisory policy recommendations to the City Council on the matters outlined in this section. To this end, the Commission shall not exercise any adjudicatory authority, have responsibility to review or investigate specific incidents, address complaints regarding specific individuals, or interfere with the operational decisions of the City's contracted public safety agencies. The duties of the Commission include the following:

- (a) Make recommendations to the City Council regarding neighborhood watch and Citizens Emergency Response (CERT) programs, and other public-facing public safety programs and initiatives of the Ventura County Sheriff's Office and Ventura County Fire Department;
- (b) Develop and recommend methods for increasing public safety awareness to the City Council by recommending the most effective means of community communication and outreach;
- (c) Recommend annual commendations by City Council for private residents and public employees who make significant contributions to public safety within the community;
- (d) Review community concerns and make recommendations to the City Council on parking regulations, sidewalk conditions and accessibility, speed limits and enforcement, crosswalk safety and visibility, and traffic control strategies to improve both pedestrian and vehicle safety; and

- (e) Recommend to the City Council fire hardening and fire safety initiatives to improve community resilience and preparedness within the City's jurisdiction, including promoting fire safety education; and
- (f) Provide other recommendations to City Council on issues involving public safety in the community as directed or requested by the City Council.

Any recommendations submitted to the City Council shall be in writing, including a summary of public comments received on each particular recommendation.

Sec. 3-9.09. Authority Over City Officers, Employees, and Residents.

The Commission shall not interfere with the powers and duties of City officers or the management or operations of the City, and shall not direct City staff or require staff to perform work on behalf of the Commission. The Chair, or presiding officer in their absence, may consult with the City Manager and Staff Liaison regarding Commission requests for staff to perform work on behalf of the Commission. Requests not included in the annual budget approved by the City Council require City Council approval before commencement of the work. The Commission shall not adjudicate any matters regarding resident complaints about specific incidents or allegations against City officers, employees, or contractors. The Commission shall have no authority to compel attendance of persons before it.

SECTION 3. Environmental Determination. The City Council determines that based on the entire administrative record, the foregoing amendment to the Ojai Municipal Code is exempt from the California Environmental Quality Act (CEQA) for the following reasons. Pursuant to California Code of Regulations, Title 14, Section 15061(b)(3) of the CEQA Guidelines, CEQA review is not required if an activity is not a project as defined in Section 15378 of the CEQA Guidelines. In accordance with Section 15378(b)(5), a "project" for purposes of CEQA does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment. This ordinance is administrative in nature, and will not result in any direct or indirect physical changes in the environment. The adoption of this ordinance is therefore exempt from CEQA review pursuant to California Code of Regulations, Title 14, Sections 15060 and 15378, subdivision (b)(5) of the CEQA Guidelines.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions might be declared invalid or unconstitutional.

SECTION 5. Certification. The City Clerk shall cause this Ordinance to be published as required by law and shall cause a copy of this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City.

SECTION 6. Effective Date. This Ordinance shall take effect 30 days after its passage.

PASSED, APPROVED and ADOPTED this ___ day of _____, 2026.

CITY OF OJAI, CALIFORNIA

Andy Gilman, Mayor

Date: _____

ATTEST:

Steve Quilici, City Clerk

APPROVED AS TO FORM:

Bethany A. Burgess, City Attorney

I, Bridget Mara, Acting Deputy City Clerk of the City of Ojai, certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Ojai held on February 24, 2026, and adopted at a regular meeting held on _____, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bridget Mara, Acting Deputy City Clerk

Sec. 3-9.02. Terms.

- (a) For the inaugural Commission, the first three members appointed shall serve an initial term of up to four years, and the remaining two members shall serve an initial term of up to two years. All inaugural Commissioners are eligible for reappointment. All subsequent Commission appointments shall be for a term of four years.
- (b) The terms of all members of the Commission shall expire at the second regular City Council meeting of May.
- (c) Members shall hold office upon the expiration of their terms until their successors have been nominated and confirmed. A person who has been appointed to fill a vacancy shall hold office for the remainder of the unexpired term.

Sec. 3-9.03. Compensation.

No member of the Commission shall receive compensation for their services as a member.

Sec. 3-9.04. Removal.

A Commissioner may be removed from office by the following process: two City Councilmembers must advise the City Manager of their intent to place an item on an upcoming City Council agenda to consider the removal of a Commissioner. The City Manager must then contact the Commissioner to advise him/her of that notification, and to provide the Commissioner with at least seven days' advance notice of any agendaized City Council discussion regarding the possible Commissioner removal. The Commissioner may choose to resign or object to the proposed action. Commissioners serve "at will" and may be removed for any reason. The Commissioner shall be given an opportunity to speak to the full City Council at the agendaized public meeting if they wish to do so, before consideration of their removal. After completing this process, any Commissioner may be removed by a majority of the entire City Council vote at a regular City Council meeting.

Sec. 3-9.05. Organization.

The Commission shall annually elect a Chair, Vice-Chair, a Secretary, and such other officers deemed necessary. In the absence or disability of either the Chair or Vice-Chair, the Commission may designate a Chair pro tempore. Regular meetings of the Commission shall be public and shall be held monthly for the first six months following the appointment and swearing in of the last Commissioner. Thereafter, the Commission ~~shall meet no more than monthly~~ **may meet on a monthly basis**, but **shall meet** at least once per calendar quarter.



MINUTES
OJAI PLANNING COMMISSION
January 21, 2026

Call to Order

Chair Murphy called the *regular* meeting of the Ojai Planning Commission to order on Wednesday, January 21, 2026, at 6:00 p.m. (In-person and via teleconference).

Roll Call

On a call of the roll, the following Planning Commissioners were present in person: Chair Murphy, Vice Chair Chesley and Commissioner Rice Schmidt.

Absent: Commissioners Graham

Vacancy: One

City staff present and attended in person: Lucas Seibert, Community Development Director, Maura Macaluso, Principial Planner, Paul Early, Senior Counsel, and Shari Herbruck, Principal Planning and Building Technician.

Pledge of Allegiance Commissioner Rice Schmidt

Approval of the Agenda Director Seibert announced Item 3 will be stricken from the agenda as Vice Chair Chesley will need to recuse himself from the subject item and as a result there is a lack of a quorum to make any kind of vote to approve, deny, or continue.
The Commission approved the agenda as amended.

Public Communication Larry Steingold

Consent Item(s)

1. Minutes of the Regular Meeting of Planning Commission January 7, 2026

Motion: Vice Chair Chesley moved and Commissioner Rice Schmidt seconded the motion to approve January 7, 2026, regular PC meeting minutes as submitted.

The motion passed as follows:

AYES: Chesley, Murphy, Rice Schmidt

NOES: None

ABSTAIN: None

ABSENT: Graham

VACANCY: One

Public Hearing Item(s)

- 2. CONTINUE - Design Review Permit (DRP 25-010), and Conditional Use Permit (CUP 25-007) | for the remodel and expansion of an outdoor dining facility previously approved by the Planning Commission through Conditional Use Permit (CUP 07-05) at the rear of a newly establishing restaurant “Ojai Mountain Farm” located at 242 E. Ojai Avenue. Assessor’s Parcel Number 021-0-140-370. Submitted by: Patrick Housh, Paul Poirier + Associates Architects. Property Owner: Verna Joy Adams. Business Owner/Tenant: Tony Yanow, Ojai Mountain Farm.

Chair Murphy opened the Public Hearing and turned the time over to staff to explain the request for continuance.

Chair Murphy opened the item for comments
Speakers: In person Brian Aikens and Larry Steingold
Chair Murphy closed the comment period

Chair Murphy requested a motion.

Motion: Vice Chair Chesley moved and Commissioner Rice Schmidt seconded the motion to continue to a date uncertain the Design Review Permit (DRP 25-010) and Conditional Use Permit (CUP 25-007) for “Ojai Mountain Farm” at 242 E. Ojai Avenue.

The motion passed as follows:

- AYES: Chesley, Murphy, Rice Schmidt
- NOES: None
- ABSTAIN: None
- ABSENT: Graham

As per Director Seibert this item was stricken from the Agenda due to lack of a quorum.

- ~~3. Amendment to Design Review Permit (DRP 25-005) | Regarding an (Amendment) to previously approved renovation and restoration plans specifically related to elimination of previously proposed transom above entrance on the west elevation at 102 N. Signal Street. The building is a contributor to a California Register of Historical Resources (California Register) listed Downtown Ojai Historic District, Assessor’s Parcel Number: 021-0-140-330. Property Owner(s): Richard and Evan Badt. Representative/Applicant: Jeff Becker, The Becker Group, Inc.~~

Informational Item(s)

- 4. Future Agenda Items

The Commission received a report from Community Development Director Seibert.

Director Seibert requested a motion and vote to cancel the February 4, 2026, Planning Commission regular meeting.

Motion: Commissioner Rice Schmidt moved and Vice Chair Chesley seconded the motion to cancel the February 4, 2026, regular meeting of the Planning Commission.

The motion passed as follows:

- AYES: Chesley, Murphy, Rice Schmidt
- NOES: None
- ABSTAIN: None
- ABSENT: Graham

Director’s Report - Director’s Exemptions process reminder

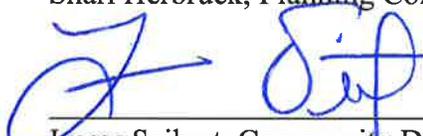
Commission Member Report – The Commission requested staff send the commission’s attendance list for the Ojai Valley Municipal Advisory Council (OVMAC).

City Council Liaison – Council Member Kim Mang substitute for Mayor Andy Gilman as Mayor was attending another City meeting.

Adjournment

There being no further business brought before the Commission, Chair Murphy adjourned the meeting 6:19 p.m.

Respectfully submitted by: 
 Shari Herbruck, Planning Commission Secretary

Reviewed by: 
 Lucas Seibert, Community Development Director

Approved by
 the Planning Commission: 
 Judy Murphy, Planning Commission Chair



Administrative Report

TO: Honorable City Council

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

MEETING DATE: March 10, 2026

SUBJECT: 2025 Annual Citywide Pavement Rehab Project (ST-3006) – Award of Contracts (*City Council Direction*)

RECOMMENDATION

1. Authorize the City Manager to execute Public Works Contract No. 2026-02 with J&H Engineering General Contractors, Inc. (J&H) for the construction of ST-3006 in an amount not-to-exceed \$3,419,491.50, and authorize a contingency in the amount of \$513,000 (approximately 15%) for a total authorized expenditure of \$3,932,491.50; and authorize the City Manager to execute future contract change orders to the contract for unforeseen additional work up to the authorized contingency amount; and
2. Authorize the City Manager to execute Public Works Professional Services Agreement No. 2026-03 with Phoenix Civil Engineering, Inc. (Phoenix), for the construction management of ST-3006 in an amount not to exceed \$390,068 and authorize a contingency in the amount of \$39,000 (approximately 10%) for a total authorized expenditure of \$429,068; and
3. Authorize the City Manager to execute Amendment No. 2 to Public Works Professional Services Agreement No. 2024-10 with Phoenix for paving design services for the 2026 Pavement Rehabilitation Project, to extend the term for the second one-year extension period and to increase the not-to-exceed amount by \$385,552 for a new not-to-exceed amount of \$639,090; and
4. Accept the determination by staff that the project is categorically exempt from the California Environmental Quality Act (CEQA).

DISCUSSION

Each year, the City's adopted budget allocates funding for annual pavement rehabilitation projects. For each program year, staff evaluates street conditions and prepares the necessary plans and specifications in accordance with the City's Five-Year Pavement Management Plan (PMP), which was adopted by the City Council in July 2023.

Since adoption of the PMP staff has successfully completed the final year of the prior PMP (Project No. ST-3001, 2022), Year 1 (Project No. ST-3005, 2024) and is now proceeding with award of Year 2 (Project No. ST-3006, 2025). In addition, staff is requesting City Council approval to initiate design for Year 3 (Project No. ST-3007, 2026) to maintain project continuity and ensure timely delivery of future improvements. After this project we

will have paved 40 lane miles out of 68, which is about 60% of the total lane miles in the City.

Project No. ST-3006 will also include storm drain improvements and sidewalk repairs at locations adjacent to the streets included in this project. A map of the streets in ST-3006 is provided in Attachment A.

Award of Public Works Contract No. 2026-02 for Construction (Recommendation #1)

Staff issued a notice inviting sealed bids on January 9, 2026, for ST-3006 which included a base bid and three (3) alternate bids. On February 5, 2026, the City opened five (5) bids for ST-3006 which are shown in the following table:

Name of Bidder	\$ Amount of Bid	
J&H Engineering, Camarillo, CA	<i>Schedule A Base Bid</i>	\$2,572,671.50
	<i>Schedule B (Sidewalk Impts)</i>	\$199,700.00
	<i>Schedule C (Storm Drain)</i>	\$527,020.00
	<i>Schedule D (Water Valve Adj.)</i>	\$120,100.00
	TOTAL	\$3,419,491.50
Toro Enterprises, Oxnard, CA	<i>Schedule A Base Bid</i>	\$2,938,627.00
	<i>Schedule B</i>	\$154,970.00
	<i>Schedule C</i>	\$563,795.00
	<i>Schedule D</i>	\$170,400.00
	TOTAL	\$3,827,792.00
Onyx Paving, Yorba Linda, CA	<i>Schedule A Base Bid</i>	\$3,286,335.00
	<i>Schedule B</i>	\$177,990.00
	<i>Schedule C</i>	\$730,075.00
	<i>Schedule D</i>	\$161,700.00
	TOTAL	\$4,356,100.00
Granite Construction Company, Ventura, CA	<i>Schedule A Base Bid</i>	\$3,725,342.00
	<i>Schedule B</i>	\$183,195.00
	<i>Schedule C</i>	\$449,278.00
	<i>Schedule D</i>	\$172,702.00
	TOTAL	\$4,530,517.00
C.A. Rasmussen, Valencia, CA	<i>Schedule A Base Bid</i>	\$4,451,410.00
	<i>Schedule B</i>	\$403,260.00
	<i>Schedule C</i>	\$844,120.00
	<i>Schedule D</i>	\$155,480.00
	TOTAL	\$5,854,270.00

Staff reviewed the low bid and all associated forms and has determined J&H to be the lowest responsive and responsible bidder to the solicitation. Therefore, staff recommends awarding a construction contract to J&H for the Schedule A (Base Bid) in the amount of \$2,572,671.50; Schedule B (Sidewalk Improvements) in the amount of \$199,700.00; Schedule C (Storm Drain Improvements) in the amount of \$527,020.00; Schedule D (Water Valve Adjustments) in the amount of \$120,100.00 for a total bid amount of \$3,419,491.50 and authorizing a contingency in the amount of \$513,000.00 (approximately 15%) for

unforeseen additional work is required for a total authorization of \$3,932,491.50. See Attachment B.

Award of Public Works Professional Services Agreement No. 2026-03 for Construction Management Services (Recommendation #2)

Section 8-4.21 of the Ojai Municipal Code generally requires the competitive award of professional services agreements expected to cost more than \$30,000, “except as otherwise designated by City Council.” City staff recommends the award of a non-competitive professional services agreement for construction management services to Phoenix Civil Engineering, Inc. on the basis that Phoenix, as the design engineering services provider for the road paving program, is intimately familiar with the project designs and is uniquely suited to manage and oversee the construction contractors performing such work to ensure that the work is performed in accordance with the construction plans. In its capacity as design engineer, Phoenix was deemed to be the most qualified firm to provide the road paving program’s design services.

If approved, Phoenix will provide construction management services throughout the duration of the project including preconstruction meetings, drawing review coordination, community outreach, weekly construction meetings, utility coordination, materials testing and observation and inspection, record drawings and close out, review of progress payments, preparation of change orders and preparation of responses to requests for information (RFI’s) for the project. A failure to approve this agreement would either necessitate delays in commencing the annual street paving program or potentially result in beginning this year’s annual paving work without a construction manager under contract to oversee the work on behalf of the City.

Therefore, staff recommend awarding Professional Services Agreement No. 2026-03 to Phoenix in the amount of \$390,068 and authorizing a contingency in the amount of \$39,000 (approximately 10%) for unforeseen additional work for a total authorization of \$429,068. Before the end of the term of this Agreement, the City will be issuing new competitive solicitations for design engineering and construction management services before the next year of contracts would be awarded. See Attachment C.

Design for ST-3007, 2026 Annual Pavement Rehab Project (Recommendation #3)

On August 27, 2024, City Council authorized the City Manager to execute Professional Services Agreement No. 2024-10 with Phoenix for pavement design services (Attachment D). The agreement authorized the City Manager to extend the agreement for up to two (2) additional one-year periods. Amendment No. 1 was approved in August of 2025 (Attachment E).

Therefore, to maintain project continuity and ensure timely delivery of future improvements, Staff recommends authorizing the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2024-10 to Phoenix Engineering, Inc. to extend the term through June 30, 2027, and increase the contract sum by the amount of \$385,552 for a new total not-to-exceed amount of \$639,090 (Attachment F).

Phoenix will provide engineering design services for the 2026 Pavement Rehab Project which includes project management, topographical surveying, geotechnical investigation and reporting, preparation of plans, and bid phase assistance.

CEQA Exemption (Recommendation #4)

The proposed improvements are limited to rehabilitation and replacement within the existing footprint and will not increase capacity or intensity of use, the project does not have the potential to result in significant environmental impacts. Accordingly, staff recommend that the City Council determine the projects to be categorically exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines, which provides a categorical exemption for the “operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.” Section 15301 of the CEQA Guidelines specifically identifies “existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities” as examples of the types of projects that may fall within this categorical exemption. See Attachment G.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 4 - Infrastructure Maintenance and Improvement

OPTIONS

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

FISCAL IMPACT

Current budget available for the Project is \$5,490,000. The Project will be funded by Measure C and Gas Tax funds. See below table for a breakdown of expenditures and revenues for the Project:

Project #	Annual Citywide Pavement Rehab Project Budget Remaining	
ST-3006	Construction Budget (Sch. A Base Bid + Sch. D Wtr Valve Adj.)	\$4,640,000.00
ST-3061	Misc. Conc & Sidewalk Repairs (Sch. B Sidewalk Repairs)	\$200,000.00
SW-3080	Storm Drain Budget (Sch. C Storm Drain Repairs)	\$400,000.00
ST-3007	Design for 2026	\$250,000.00
TOTAL PROJECT BUDGET REMAINING		\$ 5,490,000.00

Project #	Annual Citywide Pavement Rehab Project Expenditures	
ST-3006	Construction	\$3,419,491.50
ST-3006	Construction Contingency (15%)	\$513,000.00
ST-3006	Construction Management	\$390,068.00
ST-3006	Construction Management Contingency (10%)	\$39,000.00
ST-3007	Design for 2026	\$385,552.00
TOTAL PROJECT BUDGET		\$4,747,111.50
TOTAL SURPLUS		\$742,888.50

**Prepared by: Lindy Palmer, Public Works Director
Jackie Rojas, Administrative Analyst II**

ATTACHMENT(S)

- A. Street Map for Project No. ST-3006
- B. Public Works Contract No. 2026-02 with J&H
- C. Agreement No. 2026-03 with Phoenix for Construction Management Services, for ST-3006
- D. Agreement No. 2024-10 Original Agreement with Phoenix
- E. Agreement No. 2024-10A Amendment No. 1 with Phoenix
- F. Agreement No. 2024-10B Amendment No. 2 with Phoenix for 2026 Pavement Design, for ST-3007
- G. CEQA Exemption Filing for Project No. ST-3006

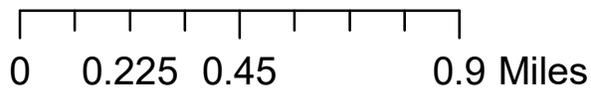
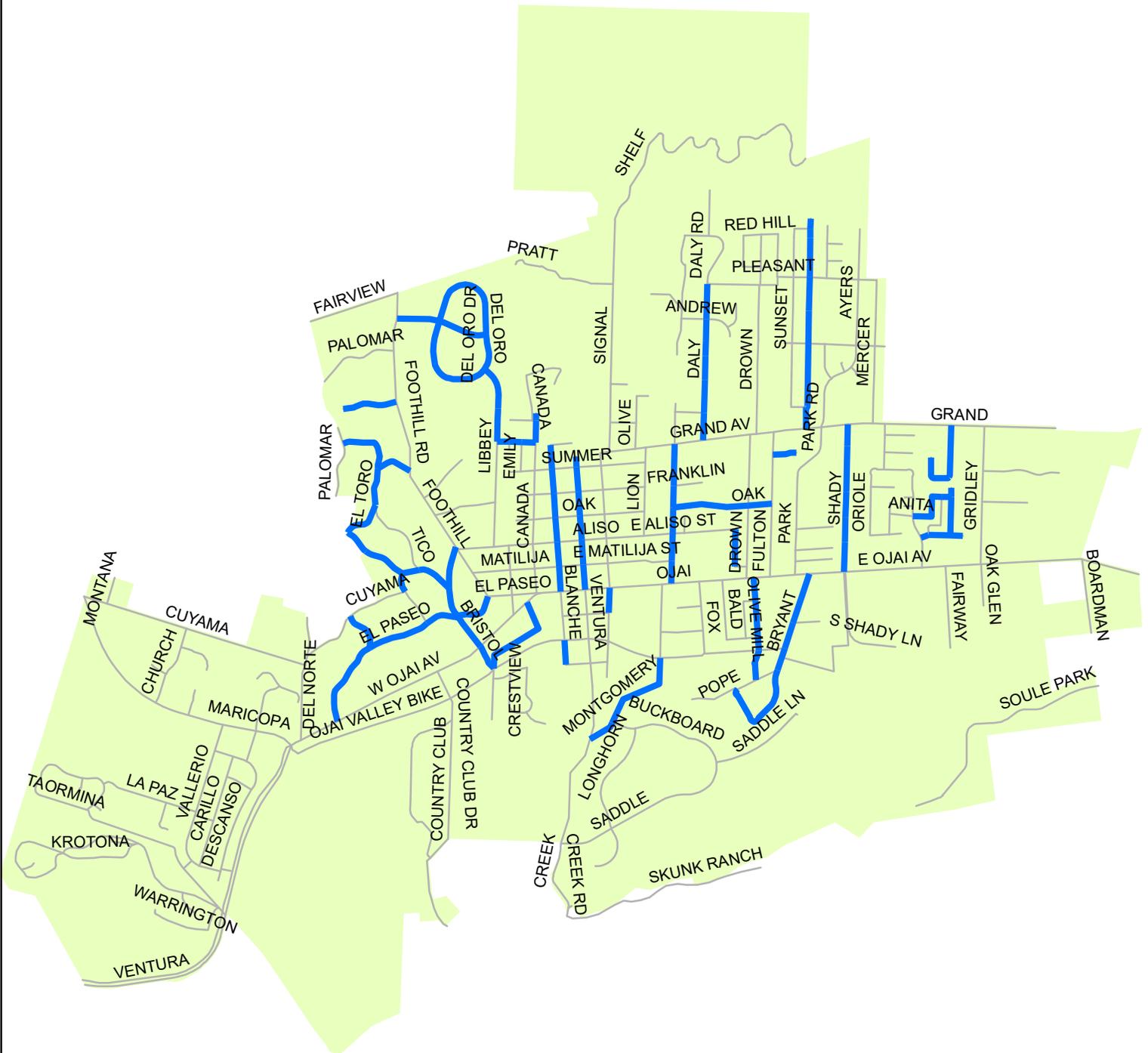
City of Ojai, CA

2025 M&R Implementation Year

ATTACHMENT A



-  2025
-  Road Centerline
-  City Limits



CITY OF OJAI

PUBLIC WORKS CONTRACT

This contract ("Contract") is effective as of March 10, 2026, and is between the CITY OF OJAI, a California general law city and municipal corporation ("City"), and J&H Engineering General Contractors, Inc., a California corporation ("Contractor"), collectively referred to as the "Parties."

Section 1. Recitals. This Contract is entered into with respect to the following facts:

- 1.1 City noticed and received bids for the work involved in Annual Resurfacing – Project No. ST-3006 ("Project"), which is more fully described in the Contract Documents.
- 1.2 The City Council of City determined that Contractor was the lowest responsive bidder and awarded to Contractor the bid.
- 1.3 Contractor has represented it is qualified to perform all of the work required to complete the Project.
- 1.4 Contractor has agreed to perform all such work in the time and manner set forth in the Contract Documents.
- 1.5 The City Council of City has determined that the public interest, convenience and necessity require the execution of this Contract and its implementation.

Section 2. Contract Documents. This Contract consists of the following documents ("Contract Documents"), all of which are made a part of this Contract:

- 2.1 Notice Inviting Bids
- 2.2 Instructions to Bidders
- 2.3 Bid Proposal, as accepted, including the Certificate of Bidders' Experience and Qualifications and the List of Subcontractors
- 2.4 Notice of Award
- 2.5 Notice to Proceed
- 2.6 This Contract
- 2.7 Verification of California Contractor's License
- 2.8 Contractor's Certificate Regarding Workers' Compensation
- 2.9 Security for payment (labor and materials)
- 2.10 Security for performance

- 2.11 Certificate(s) of Insurance
- 2.12 General Conditions/Specifications
- 2.13 Special Provisions
- 2.14 Plans and Standard Drawings
- 2.15 Prevailing Wage Scales
- 2.16 S. S. P. W. C.
- 2.17 Addenda Nos. _____
- 2.18 Other documents (list here)
 - Exhibit A – Compensation
 - Exhibit B – Insurance
 - Exhibit C – Not Used
 - Exhibit D – Adjustment for New Tariffs or Tariff Increases

Section 3. The Work.

- 3.1 The work (“Work”) to be performed by Contractor is described in the Contract Documents.
- 3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.
- 3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work.
- 3.4 Contractor must perform all of the Work in strict accordance with the Contract Documents.

Section 4. Time to Perform the Work.

- 4.1 Time is of the essence with respect to Contractor’s Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- 4.2 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

- 4.3 If Contractor is delayed by any cause beyond Contractor's control, City may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify City in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with Contractor's performance of the Work.

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations provided in the Contract Documents, City agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit A ("Compensation"), which is made a part of this Contract.
- 5.2 Contractor must furnish City with a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.
- 5.3 City will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. The Director of Public Works ("Director") may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.
- 5.4 If City disputes any item on a Pay Estimate, City will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 5.5 Except as to any charges for the Work performed that City disputes and the City's standard five-percent retention of the approved progress payment, City will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes City with a release of all undisputed Contract amounts, whichever occurs later. Federally funded projects will not have a five-percent retention.
- 5.6 In the event there is any claim specifically excluded by Contractor from the operation of any release, City may retain an amount not to exceed the amount of the excluded claim.

Section 6. Labor Code and Prevailing Wage Requirements.

- 6.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to City for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.
- 6.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or

type of worker needed to execute this Contract are available for download from the State website: <https://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>.

- 6.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City's Department of Public Works and available to Contractor and any other interested party upon request.
- 6.4 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 6.5 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to City for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 6.6 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.
- 6.7 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). City hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <https://www.dir.ca.gov/dlse/cmu/cmu.html>.
- 6.8 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a

“public work” only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors.”

- 6.9 If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

Section 7. Non-Discrimination. Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

Section 8. General Legal Compliance.

- 8.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Ojai Municipal Code.
- 8.2 Contractor must, at Contractor’s sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by City. Contractor is exempt from any City encroachment permit fee pursuant to Ojai Municipal Code Section 13.04.020.
- 8.3 Contractor must maintain a valid California Contractor’s License throughout the term of this Contract.

Section 9. Clayton and Cartwright Act Assignments. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

Section 10. Independent Contractor. Contractor is and will at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor’s officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent

that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City.

Section 11. Indemnification.

- 11.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 11.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any City indemnified party, then Contractor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the City indemnified party.
- 11.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the City Attorney's office to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.
- 11.4 Contractor agrees that settlement of any Claim will require the consent of City. City agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Contract.
- 11.5 Contractor's obligation to indemnify City applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of

Section 14. City Rights of Termination and to Complete the Work.

- 14.1 The occurrence of any of the following is a default by Contractor under this Contract:
 - 14.1.1 Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure its completion within the time specified or any permitted extension.
 - 14.1.2 Contractor fails to complete the Work on time.
 - 14.1.3 Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
 - 14.1.4 Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.
 - 14.1.5 Contractor fails to make prompt payment to any subcontractor or for material or labor.
 - 14.1.6 Contractor fails to abide by any applicable laws, ordinances or instructions of City in performing the Work.
 - 14.1.7 Contractor breaches or fails to perform any obligation or duty under the Contract.
- 14.2 Upon the occurrence of a default by Contractor, City will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to City for the correction or elimination of such default are made, as determined by City, City may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.
- 14.3 If the Engineer determines that the default should be cured in less than 10 days, then the written notice of default served on the Contractor will specify the shorter deadline for the Contractor to cure the default.
- 14.4 In event of a termination of this Contract, the City will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give City written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, City may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. Contractor and the surety will be liable to City for any and all excess costs or other damages incurred by City in completing the Work.

- 14.5 If City takes over the Work as provided in this Section, City may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.
- 14.6 If City takes over the Work, City may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by City in obtaining such materials, will be the responsibility of the Contractor.
- 14.7 If the Contractor does not cure a default within the time period required, then in lieu of terminating of the Contract, the City, in its sole discretion, may take action to cure the default and all costs incurred by City to cure the default will be deducted from any amount otherwise due to the Contractor.

Section 15. Project Documents. All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of City. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to City in its possession, but may retain copies of any of the Project Documents it may desire.

Section 16. General Provisions.

- 16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- 16.2 Assignment. Contractor may not assign this Contract without the prior written consent of City, which consent may be withheld in City's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 16.3 Binding Effect. This Contract is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and City prior to the execution of this Contract.
- 16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the City Council or City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 16.6 Electronic Signatures; Counterparts. This Contract and any amendment will be considered executed when the signature page of a party is delivered by electronic

transmission. Such electronic signatures will have the same effect as an original signature. The Contract may be executed in multiple counterparts.

- 16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.
- 16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.
- 16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Los Angeles.

[Signatures on the following page.]

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

CITY OF OJAI

Ben Harvey, City Manager

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

Bethany A. Burgess, City Attorney

CONTRACTOR

Amy McMullen, President

Sandra Janotta, Secretary

Ojai Business Tax Certificate Number: 15629

Expiration Date: 12/31/2026

EXHIBIT A

COMPENSATION

The total compensation under this Contract will not exceed the sum of \$3,419,491.50.

EXHIBIT B

INSURANCE

1. **General Requirements.** Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial General Liability	\$2,000 / \$4,000,000 (occurrence/aggregate)
Business Automobile Liability	\$1,000,000 combined single
Workers' Compensation	Statutory Requirements

2. **Insurance Rating.** All insurance required to be maintained by Contractor must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by City/District's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be provided on a per occurrence basis for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City of Ojai, its officers, employees and agents, and volunteers; blanket endorsements are acceptable. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
4. **Business Auto Coverage.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. Such insurance must include a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City of Ojai, its officers, employees and agents, and volunteers; blanket endorsements are acceptable.
5. **Workers Compensation.** If Contractor has any employees, Contractor must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Such insurance must include a waiver of subrogation endorsement in favor of the City of Ojai, its officers, employees, agents, and volunteers; a blanket endorsement is acceptable.

6. **Umbrella or Excess Liability Insurance.** If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella or excess liability policy must include a “drop-down provision” requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The policy must “follow form” to the underlying primary policy. Coverage must be applicable to all insureds under the primary policies. The insurance must contain or be endorsed to contain a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement for the benefit of City/District. The scope of coverage provided is subject to approval of City/District following receipt of the required proof of insurance.
7. **Contractor’s Limitations and Endorsements.** The Contractor’s insurance policies must not include any endorsements or provisions that limit coverage for the following risks: explosion, collapse, or underground hazards (XCU); products and completed operations; pollution liability; and contractual liability. These coverages must be specifically included without any exclusions, modifications, or restrictions that would limit the scope of protection otherwise afforded by the basic policies. Any endorsement or exclusion that reduces or eliminates coverage for the above-listed risks is unacceptable.
8. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City/District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City/District in its sole discretion. At the option of City/District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City/District’s additional insureds or Contractor will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
9. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Contractor must file with the City/District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or certified copies of policies as may reasonably be required by City/District. These certificates of insurance and endorsements must be in a form approved by the City/District’s legal counsel. Contractor must maintain current certificates and endorsements on file with City/District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination or cancellation of the required coverage, will be effective except upon 30 days’ prior written notice to City/District by certified mail, return receipt requested (except for nonpayment for which a 10-day notice is required). The delivery to City/District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City/District’s right to require compliance. In the event that Contractor’s policies are materially changed, Contractor must provide the City/District with at least 30 days’ prior written notice of the applicable changes. City/District reserves the right to require complete, certified copies of all required insurance policies at any time.

10. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City/District may, but is not obligated to, obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor. Alternatively, City/District may terminate the Agreement.
11. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Contractor's indemnity obligations under this Agreement. Contractor acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Contractor or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City/District in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City/District to compensate it for such losses.
12. **Required Insurance for Subcontractors.** Contractor agrees to ensure that any subcontractors providing services under this Agreement provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to review and monitor all such coverage and assumes responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.
13. **Right to Revise Insurance Specifications.** City/District reserves the right to change the amounts and types of insurance required by giving Contractor at least 90 days advance written notice of such change. If such change results in substantial additional cost to Contractor, the parties may renegotiate Contractor's compensation.
14. **Timely Notice of Claims.** Contractor must give City/District prompt notice of claims made of lawsuits initiated that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.

EXHIBIT C

NOT USED

EXHIBIT D

ADJUSTMENT FOR NEW TARIFFS OR TARIFF INCREASES

1. ENTITLEMENT TO ADJUSTMENT

1.1 If, after the date of Contractor's solicitation submission, the United States government imposes or increases tariffs that directly and demonstrably affect the unit pricing or availability of materials or equipment required for the Work, and such increases were unavoidable, and not reasonably foreseeable at the time of solicitation submission, Contractor may be entitled to an adjustment to the Contract Sum subject to the conditions and limitations set forth in this provision.

2. LIMITATIONS ON ENTITLEMENT

2.1 Reasonably Foreseeable Increases. Contractor shall not be entitled to any adjustment to the Contract Sum for new tariffs or tariff increases that were reasonably foreseeable at the time of solicitation submission. For purposes of this provision, "new tariffs or tariff increases that were reasonably foreseeable" include, without limitation:

a. Any increase in the applicable tariff or tariffs to a level which was already in effect, plus ten percent (10%), at any point during the past ten years;

b. Any new tariff or increase in tariff level that was Already Announced prior to solicitation submission, regardless of whether it had taken effect;

i. "Already Announced" includes, without limitation, the following circumstances:

A. Notice of a pertinent tariff, or tariff level, has been published by the United States International Trade Commission, or other federal agency, as of the solicitation submission date, regardless of whether the effective date of the tariff is prior to the solicitation date, or after. Publication includes, without limitation, notices on an agency website, the Harmonized Tariff Schedule, or in the Federal Register.

B. The President of the United States, a member of the President's cabinet, or one of the President's advisors, has stated the federal government will adopt a new or increased tariff, including without limitation making such a statement through a speech, interview, order, social media post, or otherwise, regardless of formality.

C. A reputable news organization has reported that the U.S. federal government is expected to adopt the new or increased tariff.

2.2 General Market Conditions.

a. Contractor shall not be entitled to any adjustment to the Contract Sum for changes in unit pricing attributable to market conditions other than new or increased U.S. tariffs, including but not limited to general inflation, supply chain disruptions, labor costs, currency fluctuations, or other market factors, except to the extent covered by the force majeure provision and other provisions in the contract documents.

b. New or increased tariffs imposed by foreign governments, and the effects any such new or increased foreign tariffs have on unit pricing or product availability are general market conditions and do not entitle Contractor to an adjustment in the Contract Sum. New or increased tariffs imposed by foreign governments are not an “acts of a public enemy” or “acts of a governmental entity not occasioned by the Contractor’s, subcontractor’s, or supplier’s conduct” and are considered foreseeable under the contract documents.

2.3 Tariff Avoidance; Duty to Mitigate. Upon learning of a new tariff, or tariff increase, Contractor shall make commercially reasonable efforts to avoid the new costs and mitigate any increased costs to City. Contractor shall, without limitation, determine if there are alternate suppliers that can furnish necessary materials or equipment at a lower cost to Contractor, for example, by sourcing materials or equipment from the United States, or a country subject to lower duties than the Contractor’s original intended supplier. If Contractor is able to identify a lower cost supplier through such efforts, Contractor shall procure supplies from that source before seeking an adjustment in the Contract Sum. Any adjustment to the Contract Sum shall be based on actual increased costs incurred by Contractor despite such efforts.

3. PROCEDURE FOR SEEKING ADJUSTMENT

3.1 Notice Requirement. Contractor shall notify City in writing within fourteen (14) calendar days after Contractor becomes aware or should reasonably have become aware of a new tariff or tariff increase that may entitle Contractor to an adjustment to the Contract Sum.

3.2 Documentation Required. Contractor’s request for adjustment shall include:

- a. Identification of the specific materials or equipment affected;
- b. Documentation of the original cost of the affected materials or equipment as included in Contractor’s solicitation submission;
- c. Documentation of the increased cost directly attributable to the tariff increase;
- d. Documentation demonstrating that the tariff increase was not reasonably foreseeable as defined in Section 2.1;
- e. Documentation demonstrating that the increased costs are not attributable to non-tariff market conditions as defined in Section 2.2; and
- f. Proposed adjustment to the Contract Sum.

4. AUDIT RIGHTS

4.1 Prior to agreeing to any adjustment to the Contract Sum, City shall have the right to audit Contractor’s books and records to verify that all conditions precedent to a price adjustment have been met.

4.2 Contractor shall provide City and City’s authorized representatives access to all books, records, documents, and other evidence pertaining to the request for adjustment, including but not limited to:

- a. Original purchase orders and supplier quotes;
- b. Subsequent purchase orders and supplier quotes showing increased costs;

- c. Correspondence with suppliers regarding tariff impacts;
- d. Documentation of tariff rates in effect at the time of solicitation submission and at the time of purchase; and
- e. Any other documentation reasonably requested by City to verify the entitlement to and amount of the requested adjustment.

4.3 Contractor shall maintain all such records for a period of not less than three (3) years after final payment.

5. DETERMINATION OF ADJUSTMENT AMOUNT

5.1 Any adjustment to the Contract Sum shall be limited to the actual increased cost directly attributable to the unforeseeable new tariff or tariff increase, without any additional markup for overhead and profit.

5.2 City reserves the right to reject any request for adjustment that does not meet the requirements of this provision or is not substantiated by sufficient documentation.

5.3 Nothing in this provision shall be construed to relieve Contractor of its obligation to complete the Work within the Contract Time or to entitle Contractor to any time extension due to new tariffs or tariff increases.

VERIFICATION OF CALIFORNIA

CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

<u>License Number</u>	<u>Class</u>	<u>Expiration Date</u>
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CONTRACTOR (PRINT OR TYPE)

Date

Signature

(Public Contract Code § 6100)

CERTIFICATE REGARDING

WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name (print or type)

Date

Signature

ATTACHMENT C

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF OJAI AND
PHOENIX CIVIL ENGINEERING, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 10th day of March, 2026 (“Effective Date”) by and between the CITY OF OJAI, a California municipal corporation (“City”) and Phoenix Civil Engineering, Inc., a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “B” and incorporated herein by this reference, but not exceeding the maximum contract amount of \$390,068. (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Finance Director. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Each invoice shall be accompanied by a memorandum summarizing, in narrative form, the work completed during the preceding month and the work anticipated to be

performed in the next billing cycle; and the memorandum shall also include a list of all issues, concerns and delays and the Consultant's method of addressing said concerns. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Administrator to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Administrator. Any greater increases, taken either separately or cumulatively, must be approved by the City Council, unless otherwise provided in the City's purchasing ordinance. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. Consultant shall adhere to all schedules and deadlines set forth in this agreement.

3.2 . The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Administrator in writing of the causes of the delay. The Contract Administrator shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Administrator such delay is justified. The Contract Administrator's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.3 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall begin on the Effective Date and continue in full force and effect until completion of the services but not exceeding one (1) year from the Effective Date,

4. COORDINATION OF WORK

4.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City:

City of Ojai
401 S Ventura St
Ojai, California 93023

Attention: Lindy Palmer, Public Works
Director

Tel. (805) 646-5581 ext 200
e-mail lindy.palmer@ojai.ca.gov

To Consultant:

Phoenix Civil Engineering, Inc.
535 E Main Street,
Santa Paula, CA 93060

Attention: Jon Turner, P.E.

Tel. (805) 658-6800
e-mail jturner@phoenixcivil.com

4.2 The above named is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.3 Contract Administrator. Lindy Palmer, Public Works Director, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Administrator").

4.4 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.5 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least \$1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(f) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Administrator. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City and its officers, employees, and agents, and each of them ("Indemnified Parties"), from and against any and all actions, claims, proceedings, damages to persons or property, liabilities, losses, costs, fees (including attorneys' fees), expenses, penalties, obligations, errors, omissions or forfeitures, whether actual or threatened (herein "claims or liabilities"), that may be asserted or claimed by any person, firm or entity arising out of or in connection with: (i) the negligent performance of the work, services, operations or activities provided herein of Consultant, its officers, directors, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"); (ii) Consultant's or indemnitors' reckless or willful misconduct; (iii) Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement; or (iv) Consultant's or indemnitors' violation or alleged violation of applicable law. However, the obligations set forth in the preceding sentence shall not extend to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. Notwithstanding anything else herein, if and to the extent this Agreement provides for the performance of any "design professional" services within the meaning of California Civil Code Section 2782.8, any design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The obligations set forth in this section shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subconsultants to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Administrator to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Administrator shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Administrator such reports concerning the performance of the services required by this Agreement or as the Contract Administrator shall require.

6.3 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Administrator or upon the termination of this Agreement, and Consultant shall have no

claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant breaches any requirement of this Agreement or otherwise fails to perform the services in accordance with this Agreement, Consultant shall be considered in default. In the event Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant and in the City’s reasonable discretion. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article upon provision of notice in writing stating the termination date and without providing any further opportunity to cure. Any failure on the part of the City to give notice of the Consultant’s default shall not be deemed to result in a waiver of the City’s legal rights or any rights arising out of any provision of this Agreement.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code §§ 905, *et. seq.*, and 910, *et. seq.*, in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, without cause, upon thirty (30) days’ written notice to Consultant. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the

terms of this Agreement; (ii) Consultant has given City 30 days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Administrator. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Administrator thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Administrator. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "B". In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default by the City, for any amount which may become due to the Consultant or to its successor or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Administrator (with her/his name and City title), City of Ojai, 401 South Ventura Street, Ojai, California 93023 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official,

officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF OJAI, a municipal corporation

Ben Harvey, City Manager

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Bethany A. Burgess, City Attorney

CONSULTANT:
Phoenix Civil Engineering, Inc.

Jon Turner, President

Roslynn Turner, Director of Strategic Alignment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF VENTURA

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES



Lindy Palmer
Public Works Director
City of Ojai
401 S. Ventura Street
Ojai, CA 93023

January 5, 2026

City of Ojai – ST-3006 Paving Project – Construction Phase Services

Dear Lindy-

I am pleased to provide you with this proposal to provide construction phase services for the 2025 Pavement Rehabilitation Project. Phoenix Civil Engineering, Inc. (Phoenix) will lead the project construction management team and will be assisted in the field by Union Materials Testing, Inc., (UMT). UMT will provide the in situ materials testing and construction QAP testing and compliance for the concrete and the asphalt concrete pavement as well as performing any subgrade soil testing as needed. Phoenix will provide coordination and observation services and will act as the liaison between the City Project Manager and the contractor. The proposal covers providing construction inspection, construction management, and materials testing services for the street project areas shown in Exhibit A.

Please let me know if you have any questions or would like to discuss my proposal.

Sincerely,

Jon Turner, PE
Principal Engineer

Scope of Services

Background/Project Understanding

Design plans have been completed based on the project areas delineated in the *Pavement Condition Assessment and PMP Reporting (Stantec June 26, 2023)* and through discussion with the City. This project involves 32 project areas throughout the City of Ojai. The pavement rehabilitation consists of hardscape removal, sidewalk installation, street dig outs, taper and full grind and overlay sections, cross gutter installation as well as numerous accessible ramp installations. The proposal covers construction services and materials testing for the rehabilitation of approximately 44,000 linear feet of pavement and multiple curb ramps improvements. Based on our discussions, I have prepared my proposal to include the following:

Phase 3

Task 301: Construction Management

As part of this task, Phoenix Civil Engineering, Inc. (Phoenix) will provide construction phase management assistance for the duration of the project. Phoenix will also provide management and coordination of the materials testing firm, Union Materials Testing, Inc., as subconsultants to Phoenix. Phoenix will provide construction phase onsite observation to the City for the project. This includes conducting the pre-construction meeting with the Contractor and City staff, reviewing the project shop drawing submittals, assisting in the preparation of the weekly construction meetings with the Contractor and the City, performing the construction observation, reviewing schedules, providing engineering design during construction, minor utility coordination, reviewing pay requests, preparation of project change orders and preparation of responses to requests for information. The project is estimated to take 80 Working Days to complete. It has three bid schedules and it is assumed that the Contractor will perform the work concurrently. The schedule is assumed to be as follows:

- Shop drawing review – Eight weeks
- Construction – Twenty-four weeks
- Project final punch list items – Six weeks

For a total of approximately 38 weeks of construction. It is anticipated that onsite observation will be full time during construction activities. It is assumed one (1) full time inspector and materials testing firm will be on-site each day for inspection and testing.

The following efforts are included in this task:

Preconstruction Meeting: Prepare for and conduct the project construction kick off meeting with the Contractor and City staff. The meeting will be held at City of Ojai Public Works Department or via Zoom. A summary of discussion topics and project deliverables will be provided.

Shop Drawing Review Coordination: Review and coordinate the project shop drawing submittals. It is anticipated that forty (40) submittals will be reviewed. For purposes of this proposal, it is assumed that one initial review and one subsequent review will be conducted for approval.

Response to Requests for Information: Respond to contractor's requests for information (RFIs). It is anticipated that up to twenty (20) requests for information will be prepared during the construction

phase. The responses will be coordinated by, originate and be sent from Phoenix Civil Engineering, Inc.

Project Construction Meetings: Weekly construction meetings will be held during the course of the project. It is assumed the Contractor will be required (per the specifications) to provide weekly and three (3) week look ahead schedules for discussion at the meetings. Phoenix will review the provided schedule and ensure the schedules are realistic and followed. The schedule updates will be an integral part of the project as they will be necessary for community outreach and ensure milestones are met. Phoenix will conduct the weekly project progress meetings, provide documentation, prepare the agenda and project weekly reports.

Construction Observation and Offsite Coordination: Provide full time construction inspection for the duration of the construction period (60 Working Days). Observation will be provided to verify compliance with the project permits, project Contract Documents, etc. The Phoenix Project Manager will provide assistance through phone calls and email correspondence when not onsite.

Change Order Requests (COR) and Change Orders: When requested by the City, Phoenix will process CORs and prepare change order paperwork. Phoenix will provide assistance on up to 20 change order requests and up to 3 change orders. It is assumed that up to 4 Drawings and up to 2 Specification sections may need to be modified, replaced, and/or added to the Contract Documents via change order. These changes will be made electronically to the IFC set of plans during the project.

Progress Payments: The Phoenix project manager will also review the monthly progress payment requests from the Contractor and provide a recommendation and packet to the City in the approved format.

Community Outreach: The construction phase support will also include providing the City with project coordination and communication between the contractor and City staff. Phoenix will coordinate with the utilities within the project areas on an as-needed basis. Communication with the utility agencies may be required during the project when existing utilities are to be raised or unidentified utilities are found. Community outreach may also be necessary during the course of the project. The project areas are in residential neighborhoods and commercial zones. Outreach will be needed to keep the community informed of project schedule, detours and no parking areas. It is assumed the City will send out notices or advertise the project information to the public; Phoenix will communicate the project progress and general information in-person and via email or telephone as needed during construction. Phoenix will be the primary point of contact and correspondence will be handled by Phoenix or the City at the City's direction.

Materials Testing and Observation: UMT will provide testing and inspection for PCC improvement soil density, Type II aggregates, concrete, ARAM, HMA overlay, and Type II slurry seal. Field compaction tests will be performed by UMT and reported on field reports summarizing the test locations, soil density, relative compaction values and other relevant field data.

UMT will provide a soil density field technician to test in-place relative compaction of subgrade and aggregate base for the ramps that are to be repaired or installed per the project bid documents. UMT will utilize a calibrated moisture density gauge to determine in place density and will compare the in-place density to the ASTM D1557 maximum density to calculate relative compaction.

Type II Aggregate testing includes sieve analysis and sand equivalent testing verifying accordance with project specifications and SSPWC Sec 302-4. Sampling man hours are included in the Type II Testing and Inspection task. This scope includes lab testing and reporting.

UMT will provide a certified field technician to sample and test concrete. Testing for slump and temperature. Casting 4x8 concrete compressive strength samples tested in accordance with Caltrans Test Methods. Early breaks will be reported per assigned break schedule.

ARAM testing inspection will include a field technician to observe rubber binder application, spreading of chips, and pneumatic tired rolling. The field technician will verify chip application rate using a calibrated tray to verify lbs/SY application rate as indicated in SSPWC 302-2. An additional inspector will arrive at the rubber plant to document rubber binder production (partial shift) and drive to the HMA plant to sample chips prior to the addition of the binder coating to obtain aggregate for future testing. Future testing will include cleanness value, LA Abrasion, sieve and durability index testing daily.

HMA Overlay testing and inspection will include laydown inspection during the paving process, along with in-place density testing to verify that minimum relative compaction specifications are met. The technician will document HMA temperatures, observe paving thickness during placement, and sample HMA for future testing. Future testing will include volumetric and stability testing two times per week, and two asphalt binder contents tests per shift.

Type II Slurry Seal testing and sampling will include a field technician to sample wet slurry from each truck two times per day off separate loads each shift. The technician will sample slurry testing consistency and fabricating wet track abrasion test samples (WTAT). The remaining bulk slurry sample will be transported to the lab for water content and percent residue by the ignition oven test method as indicated in SSPWC Sec 302-4. Spread rate and public works inspection is not included in the UMT testing and sampling scope and will need to be performed by Phoenix Civil Inspector.

Record Drawings and Close Out: Prepare record drawings of the completed project improvements based on the Contractor submitted red line markups. The contractor will keep a field set of plans current with red-line mark ups. This set of plans will be used for the creation of the final record drawings by Phoenix. The markups will include the changes during the construction (RFIs, change orders, etc.). Phoenix will provide a link to download the project documents at the conclusion of the project. This will include submittals, meeting summaries, RFIs, photo logs, and dwg files (formats include MW Word, PDF and Autodesk Civil 3D 2022).

THE FOLLOWING ADDITIONAL EFFORTS ARE IN THIS TASK:

- Project coordination with the City's contractor.
- Project coordination with the City Project Manager and outside Agencies.
- Project schedule and City coordination.
- City operation considerations during construction.
- Material submittal review and processing.
- Creation and maintenance of a submittal log documenting the submittal status.
- Request for information (RFI) review and processing.
- Creation and maintenance of a RFI log documenting the RFI status.
- Construction observation on a part time basis.
- Value Engineering during construction
- Meeting preparation and meeting summary completion.
- Electronic submittal transmittals to the subconsultants and City.
- Geotechnical materials observation and testing.
- Compilation of final observation report and materials results from the testing.
- Record Drawings

Deliverable: One electronic copy of all preliminary and final shop drawings that have been reviewed for conformance will be provided to the City. Project observation reports detailing the potential construction issues, onsite observation reports, coordination issues, photographs, etc. will be provided for the days when Phoenix is onsite. At the completion of the project construction phase a complete copy of all Phoenix generated project related correspondence will be provided to the City for their files. Record drawings will be provided to the City as PDF copies (full and half size sets) as well as the Autodesk Civil 3d 2022 files (.dwg) for their files. All documents will be provided through a download link.

Fee Estimate Summary

Fees

Work associated with Task 301 is listed below:

Task 301: Construction Management	\$390,068
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Assumptions

The following assumptions apply to this proposal:

- Payment of governmental and public agency fees, bonds, taxes, permit fees, application fees and review fees are not included. Any and all fees are the responsibility of the City of Ojai (client).
- Agency review times may vary and cannot be controlled.
- Phoenix Civil will not be responsible for damage to any unlocated or mislocated utilities due to incorrect information provided by the City.
- This proposed scope of work assumes that the subsurface soils and groundwater are free of hazardous substances and specifically excludes the search for, and evaluation of, hazardous materials in soil, water, or air.
- Additional large scale printing requested by the City, not included in the scope will be billed at \$0.8/SF without mark-up.
- Sub-consultants are marked up by 10%.
- It is assumed that the length of the construction phase will be 38 weeks, including 8 weeks for submittal review and mobilization.
- Construction observation is assumed to take place during standard industry work times M-F 7-4 or 8-5. Work outside of these hours will incur overtime expenses.
- All UMT field technicians have a 4-hour minimum charge on a portal-to-portal basis. Time over the 4-hour minimum will be rounded up to the nearest whole 8-hour shift on a portal-to-portal basis. Overtime will be charged after 8-hours, any shift starting before 5:00 a.m. and after 5:00 p.m. (first 4 hours at OT rate and any additional hour at DT rate) or on Saturdays. Double time is billed after 12 hours worked on any shift, on Sundays or Holidays.

EXHIBIT A

City of Ojai		
2025 Pavement Rehabilitation Project		
List of City Streets for Paving Improvements		
City Streets	From	To
El Paseo Rd	W Ojai Ave	Foothill Rd
Sierra Rd	El Paseo Rd	Cuyama Rd
Bristol Rd	W Ojai Ave	Foothill Rd
Topa Topa Dr	San Antonio St	W Ojai Ave
El Camino Rd/El Toro Rd	Palomar Rd	Palomar Rd
Palomar Rd	El Toro Rd	Bristol Rd
Chico Rd	Palomar Rd	Cuyama Rd
Foothill Lane	Foothill Rd	End
Vista Hermosa Dr	Foothill Rd	Del Oro Dr
Del Oro Dr	Vista Hermosa Dr	Vista Hermosa Dr
Libbey Ave	Del Oro Rd	Raymond St
Raymond St	Libbey Ave	Canada St
Canada St	Raymond St	North End at Channel
N Blanche St	W Ojai Ave	Pauline St
S Blanche St	Ojai Valley Trail	W Santa Ana St
N Ventura St	W Ojai Ave	End Street at Ojai Gardens
S Signal St	Ojai Ave / SR 150	E Topa Topa St
S Montgomery St	S Ventura St	Ojai Valley Bike Trail
N Montgomery St	E Ojai Ave	Grand Ave
E Oak St	N Montgomery St	N Fulton St
Daly Rd	Grand Ave	Pleasant Ave
Waite St	E Aliso St	BC towards Drown Ave
Williams Place	N Fulton St	End
Grandview Rd	Grand Ave	End
S Fulton St	E Ojai Ave	Bryant Circle
Bryant Circle	E Ojai Ave	Pope Lane (Via south loop)
Shady Lane	E Ojai Ave	Grand Ave
Los Alamos Dr/San Ramon Way	Grand Ave	Cul-de-sac
Anita Ave	Golden West Ave	Lark Ellen Ave
Lark Ellen Ave	North End	Gregory St
Gregory St	Golden West Ave	Gregory St East BC

EXHIBIT “B”

SCHEDULE OF COMPENSATION AND KEY PERSONNEL

Consultant’s designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement is: Jon Turner, President.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$390,068.



Professional Services Hourly Rate Sheet 2025

Engineering

Principal Engineer	\$204
Resident Engineer	\$180
Professional Engineer	\$170
Associate Engineer II	\$160
Associate Engineer I	\$150
Assistant Engineer	\$130

CADD

Senior Designer	\$146
Assistant Designer	\$118

General

Principal Construction Manager	\$204
Construction Inspector	\$170
Associate Construction Observer	\$150
Technical Assistant	\$98
Clerical/Administrative Assistant	\$70

Large quantities of printing; multiple sets of plans (0.60/ft²), specifications and reports (8.5x11 0.35/copy) will be billed at the listed rate without markup. Expenses and subconsultants will be marked up by 10%. Construction hours are assumed to be between 8am-5pm. Overtime and weekend rates for Construction Inspectors/Observers will be charged at 1.5x the rates shown above.



CITY OF OJAI
PROFESSIONAL SERVICES AGREEMENT
FOR
PAVEMENT DESIGN SERVICES
WITH
PHOENIX CIVIL ENGINEERING, INC.

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of August 27, 2024 (“**Effective Date**”), and is between the City of Ojai, a California municipal corporation and general law city (“**City**”) and Phoenix Civil Engineering, Inc., a California corporation (“**Consultant**”).

Section 1. Term of Agreement.

The term (“Term”) of this Agreement will be from the Effective Date to June 30, 2025, unless terminated sooner by City as provided in this section or otherwise extended by the mutual written agreement of the Parties. This Agreement may be extended for up two (2) one-year terms by the City Manager.

Section 2. Scope and Performance of Services.

- 2.1** Consultant agrees to perform the services set forth in Exhibit A (Scope of Services), which is made a part of this Agreement.
- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3** Consultant’s designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B (Key Personnel & Compensation), which is made a part of this Agreement.
- 2.4** Consultant must make every reasonable effort to maintain the stability and continuity of Consultant’s key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City’s written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5** Consultant must obtain City’s prior written approval before utilizing any subconsultants to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.6** Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- 2.7** City may inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when completed. Acceptance of any of Consultant’s work by City will not constitute a waiver of any of the provisions of this Agreement.
- 2.8** The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

Section 3. Additional Services and Changes in Services.

- 3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- 3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3 City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Familiarity with Services and Site.

- 4.1 By executing this Agreement, Consultant represents that Consultant:
 - (a) has thoroughly investigated and considered the Scope of Services to be performed;
 - (b) has carefully considered how the services should be performed;
 - (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- 4.2 If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Key Personnel & Compensation). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.
- 5.2 The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3 Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs,

subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.

- 5.4 City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.
- 5.5 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.
- 5.6 Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.
- 5.7 City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

Section 6. Required Documentation Prior to Performance.

- 6.1 Consultant may not perform any services under this Agreement until:
 - (a) Consultant furnishes proof of insurance as required under Exhibit C;
 - (b) Consultant provides City with a Taxpayer Identification Number;
 - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and
 - (d) City gives Consultant a written notice to proceed.
- 6.2 The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Time of Performance; Excusable Delays; Extensions.

- 7.1 Consultant must adhere to all schedules and deadlines set forth in this Agreement.
- 7.2 Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3 If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

Section 8. Cooperation by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. Project Documents.

9.1 All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.

9.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

Section 10. Confidential Information; Release of Information.

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

10.2 Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

10.3 If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

10.4 Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be

present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

- 10.5** All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

Section 11. Consultant's Books and Records.

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.
- 11.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 11.3** Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 12. Status of Consultant.

- 12.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- 12.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.

- 12.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

- 13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.
- 13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.
- 13.3 Employment Laws.** Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

Section 14. Unauthorized Aliens.

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 and following), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

Section 15. Conflicts of Interest.

- 15.1** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 and following), and California Government Code section 1090.
- 15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.

- 15.3** If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.
- 15.4** City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

Section 16. Indemnification.

- 16.1** Consultant agrees that it will, to the fullest extent permitted by law, defend, indemnify, and hold harmless City from all Services Claims and Operations Claims (each defined below) related to the performance by Consultant of this Agreement as provided in this section. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to defend, indemnify, and hold harmless City as set forth in this section.
- 16.2** For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors and any other persons for whom Consultant is legally responsible.
- 16.3** With respect to the performance of professional services under this Agreement where the law establishes a professional standard of care for such services, Consultant agrees to indemnify, and hold harmless City from and against all liabilities, damages, losses, and costs, including but not limited to reimbursement of reasonable attorney's fees and all other costs of defense, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant (collectively, "**Services Claims**").
- 16.4** With respect to the acts and operations of Consultant under this Agreement other than the performance of professional services, Consultant agrees to defend, indemnify, and hold harmless City from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees and all other costs of defense, to the extent caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant, and excepting only those claims, damages, liabilities, losses, and costs caused by City's sole negligence or willful misconduct (collectively, "**Operations Claims**").
- 16.5** Consultant must notify City within five days of receipt of notice of any Operations Claims or Services Claims made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.6** Consultant's duty to defend Operations Claims is a separate and distinct obligation from Consultant's duty to indemnify City for any Operations Claims. With respect to Operations Claims, Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by City, immediately upon tender to Consultant of an Operations Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Operations Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals.

- 16.7** Consultant agrees that settlement of any Operations or Services Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.
- 16.8** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.9** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.
- 16.10** The parties acknowledge and agree that design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which allows for claims only to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional, and also places limitations on the costs of defense that may be charged to a design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code. The parties further acknowledge and agree that the provisions of this Section 16 are to be interpreted and applied to the fullest extent permitted by Civil Code section 2782.8.
- 16.11** The provisions of this section will survive the expiration or earlier termination of this Agreement in accordance with the applicable provisions of Exhibit C (Insurance).

Section 17. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C (Insurance), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 19. Default; Limitations on Liability.

19.1 In the event that Consultant is in default under the terms of this Agreement, City will have

no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.

- 19.2 Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3 City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 20. Termination of Agreement.

- 20.1 City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.
- 20.2 Consultant may terminate this Agreement at any time upon 30 days' prior written notice of termination to City.
- 20.3 Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.
- 20.4 Consultant acknowledges City's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Agreement.

Section 21. Notices.

- 21.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City:

City of Ojai
401 S Ventura St
Ojai, California 93023

Attention: Lindy Palmer

Tel. (805) 646-5581 ext 222
e-mail: lindy.palmer@ojai.ca.gov

To Consultant:

Phoenix Civil Engineering, Inc.
535 E. Main Street
Santa Paula, CA 93060

Attention: Jon Turner

Tel. (805) 658-6800
e-mail: jturner@phoenixcivil.com

- 21.2 Notice will be deemed effective on the date personally delivered or electronically transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 21.3 Any party may change its notice information by giving notice to the other party in

compliance with this section.

Section 22. General Provisions.

- 22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.
- 22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.
- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Electronic Signatures; Counterparts.** This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. This Agreement may be executed in multiple counterparts.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Ventura.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

CITY OF QJAI



Ben Harvey, City Manager

ATTEST:



Weston Montgomery, Chief Deputy City Clerk

CONSULTANT:

PHOENIX CIVIL ENGINEERING, INC., A CALIFORNIA CORPORATION



Jon Turner, Principal Civil Engineer



Roslynn Turner, Director of Strategic Alignment

Ojai Business Tax Certificated No. 17581 / Expiration Date: 12/31/24

EXHIBIT A

SCOPE OF SERVICES

[Attached]



Phoenix Civil Engineering, Inc.

535 East Main Street Santa Paula, California 93060 805.658.6800
info@phoenixcivil.com www.phoenixcivil.com

Lindy Palmer
Public Works Director
City of Ojai
401 S. Ventura Street
Ojai, CA 93023

August 8, 2024

City of Ojai – 2025 Paving Rehabilitation Project – Engineering Design Services

Dear Lindy-

I am pleased to provide you with this proposal for civil engineering design services assisting you with the 2025 Pavement Rehabilitation Project within the City of Ojai. This proposal is for civil engineering services to provide plans, specifications and an opinion of probable cost to rehabilitate the streets identified in the *Pavement Condition Assessment and PMP Reporting (Stantec June 26, 2023)* and adopted Capital Improvement Projects (Exhibit A). The proposed streets are listed in Exhibit B, and total approximately 45,000 LF. It is understood that the City may elect to design the PMP 2025 project into two separate projects (2025 and 2026) to help with the overall project finances. This will be decided at a later date, but before the design project commences. Phoenix Civil Engineering, Inc. (Phoenix) will be assisted by Metz Surveying Inc. (Metz) to provide the topographical survey, Cotton Shires and Associates, Inc. (CSA) will provide geotechnical engineering and exploration, and Union Materials Testing, Inc. (UMT) will provide materials testing.

I appreciate the opportunity to submit this proposal to assist you with City projects. I have attached our Professional Services Rate sheet. Subconsultant costs will be marked up 10%.

Please let me know if you have any questions or would like to discuss my proposal.

Sincerely,



Jon Turner, PE
Principal Engineer

Scope of Services

Phase 1

Task 101: Project Management

This task will involve the design team meeting with the City staff to have discussions about the proposed rehabilitation and design options, reviewing overall project schedule and coordination efforts between the City and design team. The project design team will walk the streets to verify the scope of work and the limits. Phoenix will coordinate with the City to coordinate the areas of concern within the pavement rehabilitation areas. Two field meetings at the site are expected to view the existing conditions and review City staff concepts for proposed rehabilitation. Existing issues and proposed rehabilitation types will be discussed for each location. This task will also research the existing utilities through the USA Digalert Database. Listed utilities will be contacted for as-built information. If the information is not obtained within the design window, only surface utilities noted by the survey will be noted.

The following efforts are included in this task:

- Discuss the project aspects and data sharing components for the work.
- Field site walks.
- Utility research through Digalert
- Obtain any City provided data for the efforts of the design team (record drawings).
- Two site walks.
- Develop plan for CSA and UMT exploration.

Deliverable: Site meetings with City will be summarized and (.pdf) will be provided documenting design decisions.

Task 102: Topographical Survey

Metz Surveying will perform a topographic survey of the above-mentioned project areas (Exhibit A). The topographic survey will collect topographic site features and surface utilities using a combination of Trimble R8-4 GPS and Trimble SX-12 Scanner/Robotic total station equipment. Ground elevations will be provided throughout the site, from the centerline to the edge of pavement. Elevations will be obtained along the edge of pavement, top of curb, flow line, gutter edge and right-of-way/property line.

The survey will consist of elevations and/or locations of above ground utilities within the City right of way, trees (4" diameter at breast height and greater), ditches/swales and drainage structures, as well as signing, fences, and striping features. The initial survey will capture ROW/property line data for proposed ramp improvements. Once it is determined which proposed ramps are within the City's ROW, an additional detailed survey will be completed for those ramp areas. The ramp fee is not included in this proposal and will be added at a later date.

The survey will be tied horizontally to the California State Plane coordinate system (NAD83) and vertically to the Ventura County Public Works Benchmark network (NAVD 88)

The topographic survey will be delivered at 1" = 40' scale in AutoCAD 2024 Civil3D format, with contours generated at one-foot intervals. A DTM (Digital Terrain Model) will be provided for the project site along with Point Cloud Data in either RCP or LAS format.

All survey work performed by Metz Surveying will be under the direct supervision of a Professional Land Surveyor licensed in the state of California. Metz Surveying adheres to all required prevailing wage requirements.

The following efforts are included in this task:

- Provide topographical survey file (.dwg format).
- Provide property line and right of way delineation.

Deliverable: This task will be used in the design. No deliverable is associated with this task.

Task 103: Geotechnical Investigation and Report

Cotton, Shires and Associates, Inc. (CSA) will characterize soil materials at the site and develop geotechnical recommendations and design criteria for the proposed improvements.

The following efforts are included in this task:

Subsurface Exploration: CSA will explore the project sites with asphalt cores and hand-excavated borings that will extend to depths of about 3 feet below the ground surface. We anticipate that up to eighteen (18) borings will be excavated within designated City roadways.

We will mark the sites and proposed exploration locations prior to exploration. CSA will require that any information regarding existing utility locations that may be held by the City, or personnel familiar with the sites, be provided to CSA in advance of our field program to assist in determining possible utility conflicts. Bulk samples of subgrade earth materials will be obtained and logged by our field geologist or engineer. The borings will be backfilled with excavated cuttings or gravel and capped at the surface with concrete dyed black. We assume that no testing for soil contaminants are required.

It is assumed that ready access will be granted to us and that a no cost encroachment permit from the City for the field exploration (if required) will be issued to the design team.

Laboratory Testing:

Representative samples from the exploration program will be tested for insitu moisture content, grain size distribution, and R-value to provide a basis for geotechnical design of the proposed pavement improvements. UMT's Oxnard Laboratory is accredited by Caltrans and AASHTO to conduct the referenced testing.

Asphalt Coring

UMT will provide two field technicians and a trailer mounted coring rig to core through the existing asphalt. Bulk subgrade samples will be obtained, via hand auguring to a maximum depth of 36-inches. UMT will backfill bore holes with gravel or road base, and patch asphalt core hole with non-shrink grout. UMT will visit the jobsite twice to mark locations and mark dig alert. UMT will notify and verify that dig alert was notified and marked successfully.

Geotechnical Evaluation and Reporting: CSA will formulate geotechnical conclusions and design criteria, and develop geotechnical recommendations for the proposed pavement improvements. CSA will prepare a report that will include summaries of findings, conclusions, evaluations, and recommendations for the following items:

- Site exploration and geotechnical map, boring summary, and laboratory test results;
- Soil and groundwater (if encountered) conditions at the site;
- Site preparation and grading and compaction requirements for fill placement;
- Suitability of onsite soil for use as compacted fill; and
- Design criteria for flexible pavements, which includes evaluation of suitable pavement subgrade materials characterized by R-value testing.

CSA will provide a written technical report with supporting illustrations, containing our findings, conclusions, evaluations, and recommendations.

Deliverable: The geotechnical recommendation report will be used in Tasks 104-106 for the design efforts. Following initial review by Phoenix, the geotechnical recommendation report will be provided to the City in electronic (.pdf) format for review and comment.

Task 104: 30% Plans Preparation

After completion of Tasks 101 through 103, a preliminary layout and design will be created. Plan sheets reflecting the proposed pavement rehabilitation. This will include the general street layout from the aerial topography as the detailed survey may not be completed yet. Initial geotechnical research will be used for the design intent, final geotechnical results will be used in later tasks. This phase will begin the design and discuss any potential design conflicts or ideas Phoenix may have with the City. Technical specifications for the improvements will be prepared and included in Word format to be included with the City front end documents. The City will provide the current front end documents. The project specifications will reference Standard Specifications for Public Works Construction (SSPWC). A bid schedule for the different items of work will be prepared.

The following efforts are included in this task:

- Development of project improvement design plans.
- Preparation of technical specifications for the improvements.
- Review meetings to discuss the comments.

Deliverable: A PDF set of 30% plans and draft technical specifications will be provided to the City Project Manager for their review and distribution to the City team. One electronic copy of the project deliverables package (.pdf) will be provided electronically.

Task 105: 60% Plans Preparation

Once the City review comments have been received relating to the 30% deliverable package, the project plans and technical specifications will be completed to a 60% design, incorporating the review comments. At this stage the Opinion of Probable Construction Cost (OPCC) will be prepared.

The following efforts are included in this task:

- Incorporation of City staff review comments on the 60% deliverable package.

- Preparation of the plans and specifications to a 60% level.
- Preparation of the draft OPCC.

Deliverable: A PDF set of 60% plans, draft technical specifications and OPCC will be provided to the City Project Manager for their review and distribution to the City team. One electronic copy of the project deliverables package (.pdf) will be provided electronically.

Task 106: Final Plans and Technical Specification Deliverable

Once the City review comments have been received relating to the 60% deliverable package, the project plans, technical specifications and OPCC will be finalized, incorporating the review comments. The final set of deliverables will be in a bid ready set format for the City to begin the construction bid advertising process.

The following efforts are included in this task:

- Incorporation of City staff review comments on the final deliverable package.
- Finalization of the plans, specifications and OPCC.

Deliverable: A PDF set of final plans, technical specifications and OPCC will be provided to the City Project Manager for distribution to the City team. One electronic copy of the project deliverables package (.pdf) will be provided electronically.

Phase 2

Task 201: Bid Phase Assistance

This task will provide bid phase services to the City once the 2025 Paving Project Contract Documents developed for the paving construction project are approved by the City. Bid phase services include reviewing and responding to contractor requests for information, attendance at and conducting a prebid meeting/site visits on behalf of the City, reviewing construction bids and providing a recommendation of award to the City for the Council meeting.

Deliverable: Request for information responses and the recommendation of award letters will be provided to the City for their files as well as one electronic copy of the files (MSWord and .pdf).

Fee Estimate Summary

Work associated with Tasks 101 through 201 is estimated to cost \$253,538. A breakdown of the level of effort is listed below:

Task 101:	Project Management	\$6,152
Task 102:	Topographical Survey	\$82,936
Task 103:	Geotechnical Investigation and Report	\$48,696
Task 104:	30% Plans and Technical Specification Deliverable	\$30,116
Task 105:	60% Plans and Technical Specification Deliverable	\$39,008
Task 106:	Final Plans and Technical Specification Deliverable	\$32,748
Task 201:	Bid Phase Assistance	\$13,882

Assumptions

The following assumptions apply to this proposal:

- The City will be responsible for payment of any and all fees associated with any required permits, inspections, agency reviews, encroachment permits, traffic controls or filings.
- Outside Agency review times may vary and cannot be controlled.
- The proposed scope of field exploration services does not include location of underground utilities (other than that provided by USA). Phoenix Civil or subconsultants will not be responsible for damage to any unlocated or mislocated utilities due to incorrect information provided by the utility.
- This proposed scope of work assumes that the subsurface soils and groundwater are free of hazardous substances and specifically excludes the search for, and evaluation of, hazardous materials in soil, water, or air.
- Large scale printing requested by the City other than any quantity specified will be billed at cost.
- Sub-consultants are marked up by 10%.
- Construction phase services and record drawing preparation are not included in this proposal. These services can be negotiated once the design is complete.
- Agency review times may vary and cannot be controlled.
- It is assumed this rehabilitation project will not require a SWPPP.
- All UMT field technicians have a 4-hour minimum charge on a portal-to-portal basis. Time over the 4-hour minimum will be rounded up to the nearest whole 8-hour shift. OT will be charged after 8-hours, or starting before 5:00 a.m. and after 5:00 p.m (first 4 hours at OT rate and any additional hour at DT rate). or on Saturdays. Double time is billed after 12 hours worked on any shift, on Sundays or Holidays. UMT rates may change in accordance with their Local Union 12.
- Prevailing wage rates will apply for all exploration subcontractor services.
- Any delays/standby time due to conditions beyond our control such as site access restrictions, obstructions at boring locations, etc. will be invoiced additionally on a time- and-expenses basis.
- Environmental, Structural and Electrical services are not included.
- Encroachment permits will be acquired or provided by the City and all permit fees will be paid by the City.
- Legal work (including use easement, ROW entry agreements and other legal documents) not included. Ready access to the site and proposed exploration areas will be available.
- Survey of detailed ramp areas and design will be part of a future proposal and are not included here.

EXHIBIT A

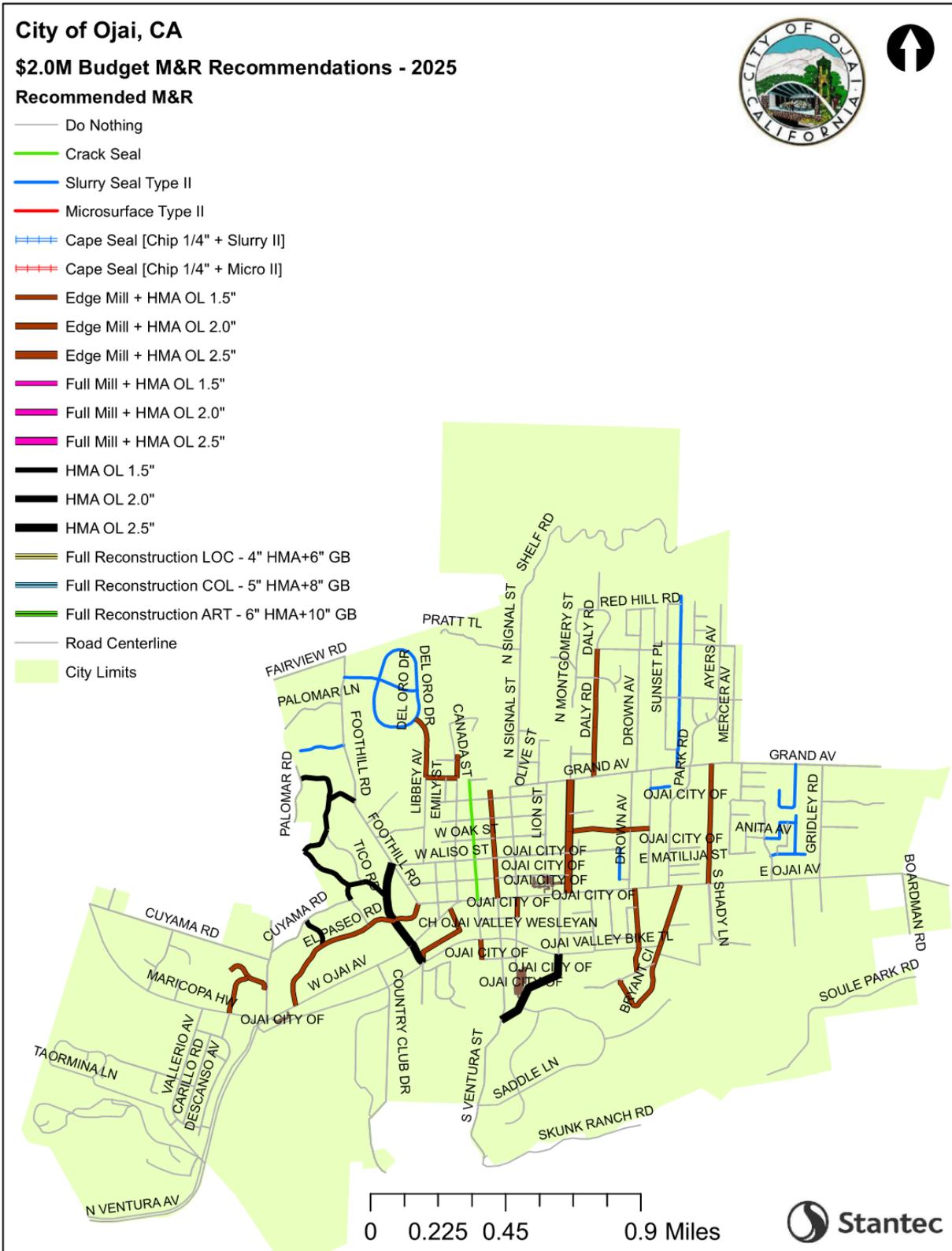


EXHIBIT B

City of Ojai		
2025 Pavement Rehabilitation Project		
List of City Streets for Paving Improvements		
City Streets	From	To
N Carillo Rd	Hwy 33	Creekside Way
Creekside Way	West end	East end
El Paseo Rd	W Ojai Ave	Foothill Rd
Sierra Rd	El Paseo Rd	Cuyama Rd
Bristol Rd	W Ojai Ave	Foothill Rd
Topa Topa Dr	San Antonio St	W Ojai Ave
El Camino Rd/El Toro Rd	Palomar Rd	Palomar Rd
Palomar Rd	El Toro Rd	Bristol Rd
Chico Rd	Palomar Rd	Cuyama Rd
Foothill Lane	Foothill Rd	End
Vista Hermosa Dr	Foothill Rd	Del Oro Dr
Del Oro Dr	Vista Hermosa Dr	Vista Hermosa Dr
Libbey Ave	Del Oro Rd	Raymond St
Raymond St	Libbey Ave	Canada St
Canada St	Raymond St	North End at Channel
N Blanche St	W Ojai Ave	Pauline St
S Blanche St	Ojai Valley Trail	W Santa Ana St
N Ventura St	W Ojai Ave	End Street at Ojai Gardens
S Signal St	Ojai Ave / SR 150	E Topa Topa St
S Signal Parking Lot	Ojai Public Works	
S Montgomery St	S Ventura St	Ojai Valley Bike Trail
E Matilija	South Side Parking lot	and Alleys
N Montgomery St	E Ojai Ave	Grand Ave
E Oak St	N Montgomery St	N Fulton St
Daly Rd	Grand Ave	Pleasant Ave
Waite St	E Aliso St	BC towards Drown Ave
Williams Place	N Fulton St	End
Grandview Rd	Grand Ave	End
S Fulton St	E Ojai Ave	Bryant Circle
Bryant Circle	E Ojai Ave	Pope Lane (Via south loop)
Shady Lane	E Ojai Ave	Grand Ave
Los Alamos Dr/San Ramon Way	Grand Ave	Cul-de-sac
Anita Ave	Golden West Ave	Lark Ellen Ave
Lark Ellen Ave	North End	Gregory St
Gregory St	Golden West Ave	Gregory St East BC

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement is, Jon Turner, Principal Civil Engineer.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$253,538.00.

FEE SCHEDULE

(Complete or attached Separate Schedule)

KEY PERSONNEL:

Name	Title/Position	Rate (Per Hour)

SUBCONSULTANTS:

Name	Title/Position	Rate (Per Hour)



Professional Services Hourly Rate Sheet 2025

Engineering

Principal Engineer	\$204
Resident Engineer	\$180
Professional Engineer	\$170
Associate Engineer II	\$160
Associate Engineer I	\$150
Assistant Engineer	\$130

CADD

Senior Designer	\$146
Assistant Designer	\$118

General

Principal Construction Manager	\$204
Construction Inspector	\$170
Associate Construction Observer	\$150
Technical Assistant	\$98
Clerical/Administrative Assistant	\$70

Large quantities of printing; multiple sets of plans (0.60/ft²), specifications and reports (8.5x11 0.35/copy) will be billed at the listed rate without markup. Expenses and subconsultants will be marked up by 10%. Construction hours are assumed to be between 8am-5pm. Overtime and weekend rates for Construction Inspectors/Observers will be charged at 1.5x the rates shown above.

EXHIBIT C
INSURANCE

1. **Required Insurance.** Before commencing any services, Consultant must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with at least the minimum coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000 / \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements
Professional Liability	\$1,000,000

2. **Insurance Rating.** All insurance required to be maintained by Consultant must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by City's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be provided on a per occurrence basis for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, employees and agents, and volunteers. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. Such insurance must include both a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement, both in favor of the City, its officers, employees, agents, and volunteers.
5. **Workers' Compensation.** If Consultant has any employees, Consultant must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Such insurance must include a waiver of subrogation endorsement in favor of City, its officers, employees, agents, and volunteers.
6. **Professional Liability (Errors & Omissions) Insurance.** The professional liability insurance must cover the services to be performed under this Agreement. The coverage must be provided on a "claims made" basis. Consultant must maintain continuous coverage

through a period not less than three years after the completion of the services required under this Agreement.

- 7. Umbrella or Excess Liability Insurance.** If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella or excess liability policy must include a “drop-down provision” requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The policy must “follow form” to the underlying primary policy. Coverage must be applicable to all insureds under the primary policies. The insurance must contain or be endorsed to contain a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement for the benefit of City. The scope of coverage provided is subject to approval of City following receipt of the required proof of insurance.
- 8. Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
- 9. Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or certified copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City’s legal counsel. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination or cancellation of the required coverage, will be effective except upon 30 days’ prior written notice to City by certified mail, return receipt requested (except for nonpayment for which a 10-day notice is required). The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City’s right to require compliance. In the event that Consultant’s policies are materially changed, Consultant must provide the City with at least 30 days’ prior written notice of the applicable changes. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 10. Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant’s expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.

- 11. Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- 12. Required Insurance for Subconsultants/Subcontractors.** Consultant agrees to ensure that any subconsultants/subcontractors providing services under this Agreement provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to review and monitor all such coverage and assumes responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.
- 13. Right to Revise Insurance Specifications.** City reserves the right to change the amounts and types of insurance required by giving Consultant at least 90 days advance written notice of such change. If such change results in substantial additional cost to Consultant, the parties may renegotiate Consultant's compensation.
- 14. Timely Notice of Claims.** Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.

AMENDMENT NO. 1

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Agreement No. 2024-10 (Amendment) is entered into between the City of Ojai, a California general law city and municipal corporation (City), and Phoenix Civil Engineering, Inc., collectively referred to as the Parties. The effective date of this Amendment is August 22, 2025.

RECITALS

A. On August 27, 2024, the City Council awarded Professional Services Agreement No. 2024-10 with Phoenix Civil Engineering, Inc., for construction management services for the 2025 Pavement Rehabilitation (ST-3006) in an amount not-to-exceed \$253,538.00, effective August 27, 2024, expiring June 30, 2025 (Agreement).

B. All capitalized terms not defined in this Amendment have the meaning set forth in the Agreement.

Section 1. Amendment. The Agreement is amended to modify the following:

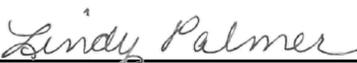
Section 1 is amended to read as follows:

“The term (“Term”) of this Agreement will be for a period commencing on the Effective Date and will terminate upon completion of Consultant’s services.”

Section 2. Continuation of Terms of Agreement. Except as expressly modified by the terms and provisions of this document, the remaining terms and provisions of the Agreement remain in full force and effect.

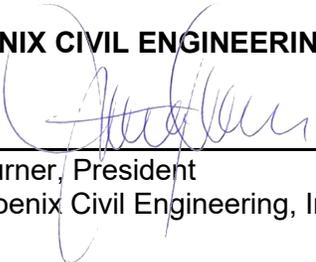
THE AUTHORIZED REPRESENTATIVES of the Parties have caused this Amendment, Agreement No. 2024-10A, to be executed as of the Effective Date.

CITY OF OJAI



Lindy Palmer, Acting City Manager on behalf of Ben Harvey, City Manager

PHOENIX CIVIL ENGINEERING, A CALIFORNIA CORPORATION



Jon Turner, President
for Phoenix Civil Engineering, Inc.

**AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT
FOR PAVEMENT DESIGN SERVICES**

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR PAVEMENT DESIGN SERVICES No. 2024-10 (“**Amendment No. 2**”) by and between the **CITY OF OJAI**, a California municipal corporation (“**City**”) and **Phoenix Civil Engineering, Inc.**, a California corporation (“**Consultant**”) is effective as of the 10th day of March, 2026 (“**Effective Date**”). All capitalized terms not defined in this Amendment shall have the meaning set forth in the Agreement.

RECITALS

A. On August 27, 2024, the City Council awarded Professional Services Agreement No. PW 2024-10 with Phoenix Civil Engineering, Inc., for pavement design services in an amount not-to-exceed \$253,538, and a term ending June 30, 2025 with the option for the City Manager to extend the Agreement for up to two additional one-year terms (the “**Agreement**”).

B. On August 22, 2025, the City approved Amendment No. 1 (PW No. 2024-10A), extending the Agreement until the completion of Consultant’s services then required under the Agreement, which such work was completed in January 2026.

C. City and Consultant now desire to amend the Agreement until June 30, 2027, as originally contemplated under the Agreement and to extend the term for a new term ending June 30, 2027 and to increase the agreement not-to-exceed amount by \$385,552 for a new total compensation amount not-to-exceed \$639,090 in order to support the City’s 2026 paving design activities.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

A. **Section 1, Term of Agreement, is hereby replaced in its entirety with the following:**

The term (“**Term**”) of this Agreement will be from the Effective Date to June 30, 2027, unless terminated sooner by City as provided in this section or otherwise extended by the mutual written agreement of the Parties.

B. **Section 5.1, Compensation and Payment, is hereby replaced in its entirety with the following:**

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant for Consultant’s services required under this Agreement an amount not to exceed \$639,090 based on rates established in Exhibit B. The total compensation,

including reimbursement for actual expenses, may not exceed the amount set forth in this Section 5.1, unless additional compensation is approved in writing by City.

C. C. Section 2 of Exhibit B, Key Personnel & Compensation, is hereby replaced in its entirety with the following:

Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed \$639,090.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

7. **Incorporation of Recitals.** The recitals stated above are hereby incorporated by reference and made a part of this Agreement as if fully restated herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF OJAI, a municipal corporation

Ben Harvey, City Manager

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Bethany A. Burgess, City Attorney

CONSULTANT:
Phoenix Civil Engineering, Inc.

Jon Turner, President

Roslynn Turner, Director of Strategic Alignment



Phoenix Civil Engineering, Inc.

535 East Main Street Santa Paula, California 93060 805.658.6800
info@phoenixcivil.com www.phoenixcivil.com

Lindy Palmer
Public Works Director
City of Ojai
401 S. Ventura Street
Ojai, CA 93023

February 9, 2026

City of Ojai – 2026 Paving Rehabilitation Project – Engineering Design Services

Dear Lindy-

I am pleased to provide you with this proposal for civil engineering design services assisting you with the 2026 Pavement Rehabilitation Project within the City of Ojai. This proposal is for civil engineering services to provide plans, specifications and an opinion of probable cost to rehabilitate the streets identified in the *Pavement Condition Assessment and PMP Reporting (Stantec June 26, 2023)* and adopted Capital Improvement Projects (Exhibit A). The streets to be included in this design proposal are listed in Exhibit B (as modified by the City from the Stantec document), and total approximately 37,000 LF. Additional sidewalk repairs in the Descanso neighborhood have been identified by the City to be included in this project. Approximately 520 LF (2075 SF.) of sidewalk repairs will be designed as part of this project. Associated storm drains within the project area will be identified for repairs and rehabilitation based on a future condition assessment by the City prior to paving (approximately 15). Phoenix has included approximately 50 areas within the project area that require accessible curb ramp rehabilitation or full design and replacement. Phoenix Civil Engineering, Inc. (Phoenix) will be assisted by Benner and Carpenter, Inc. (B&C) to provide the topographical survey, Cotton Shires and Associates, Inc. (CSA) will provide geotechnical engineering pavement material recommendations based on field exploration, and Union Materials Testing, Inc. (UMT) will provide laboratory materials testing and field exploration as a subconsultant to CSA.

I appreciate the opportunity to submit this proposal to assist you with City projects. I have attached our Professional Services Rate sheet. Subconsultant costs will be marked up 10%.

Please let me know if you have any questions or would like to discuss my proposal.

Sincerely,

Jon Turner, PE
Principal Engineer

Scope of Services

Phase 1

Task 101: Project Management

This task will involve the design team meeting with the City staff to discuss the proposed rehabilitation and design options, reviewing overall project schedule and coordination efforts between the City and design team. The project design team will walk the streets to verify the scope of work and the limits. Phoenix will coordinate with the City to coordinate the areas of concern within the pavement rehabilitation and sidewalk repair areas. Two field meetings at the site are expected to view the existing conditions and review City staff concepts for proposed rehabilitation. Existing issues and proposed rehabilitation types will be discussed for each location. This task will also research the existing utilities through the USA Digalert database. Listed utilities will be contacted for as-built information. If the information is not obtained within the design window, only surface utilities noted by the survey will be noted.

The following efforts are included in this task:

- Discuss the project aspects and data sharing components for the work.
- Field site walks.
- Utility research through Digalert
- Obtain any City provided data for the efforts of the design team (record drawings).
- Two site walks.
- Develop plan for CSA and UMT exploration.

Deliverable: Site meetings with City will be summarized and (.pdf) will be provided documenting design decisions.

Task 102: Topographical Survey

B&C Surveying will perform a topographic survey of the above-mentioned project areas (Exhibit A). The topographic survey will collect topographic site features and surface utilities. Ground elevations will be provided at intervals throughout the project streets, from the centerline to the edge of pavement. Elevations will be obtained along the edge of pavement, top of curb, flow line, gutter edge and right-of-way/property line.

The survey will consist of elevations and/or locations of above ground utilities, trees (4" diameter at breast height and greater), ditches/swales and drainage structures, as well as signing, fences, and striping features. The initial survey will capture ROW/property line data for proposed ramp improvements. Curb ramps that remain in the project will not have topographical survey information, but will be detailed using photographs and dimensions on the photos. This style has been used on previous pavement design projects for the City as a cost saving measure.

The survey will be tied horizontally to the California State Plane coordinate system (NAD83) and vertically to the Ventura County Public Works Benchmark network (NAVD 88)

The topographic survey will be delivered at 1" = 40' scale in AutoCAD 2024 Civil3D format, with contours generated at one-foot intervals.

The following efforts are included in this task:

- Provide topographical survey file (.dwg format).
- Provide property line and right of way delineation.

Deliverable: This task will be used in the design. No deliverable is associated with this task.

Task 103: Geotechnical Investigation and Report

Cotton, Shires and Associates, Inc. (CSA) will characterize earth materials at the site and develop geotechnical recommendations and design criteria for the proposed improvements. In preparing this proposal, CSA reviewed the City of Ojai Citywide Pavement Condition Assessment and PMP Reporting and spreadsheet prepared by Stantec dated June 26, 2023, and reviewed previous reports prepared by CSA for the City's Rehabilitation program as well as regional geological information contained in the CSA in-house files.

The following efforts are included in this task:

Subsurface Exploration: CSA will explore the project sites with asphalt cores and hand-excavated borings that will extend to depths of about 3 feet below the ground surface. CSA anticipates that up to eighteen (18) borings will be excavated within designated City roadways.

CSA will mark the sites and proposed exploration locations prior to exploration. CSA will require any information regarding existing utility locations that may be held by Phoenix, the City, or personnel familiar with the sites, be provided to CSA in advance of our field program to assist in determining possible utility conflicts. Bulk samples of subgrade earth materials will be obtained and logged by the CSA field geologist or engineer. The borings will be backfilled with excavated cuttings or gravel and capped at the surface with concrete dyed black. CSA assumes that no testing for soil contaminants are required.

CSA assumed that ready access will be granted to them and that an encroachment permit from the City for the field exploration (if required) will have no fee and will be issued to CSA or Phoenix directly.

Laboratory Testing:

Representative samples from the exploration program will be tested for insitu moisture content, grain size distribution, and R-value to provide a basis for geotechnical design of the proposed pavement improvements. UMT's Oxnard Laboratory is accredited by Caltrans and AASHTO to conduct the referenced testing.

Asphalt Coring

UMT will provide two field technicians and a trailer mounted coring rig to core through the existing asphalt. Bulk subgrade samples will be obtained, via hand auguring to a maximum depth of 36-inches. UMT will backfill bore holes with gravel or road base, and patch asphalt core hole with non-shrink grout. UMT will visit the jobsite twice to mark locations and mark dig alert. UMT will notify and verify that dig alert was notified and marked successfully.

Geotechnical Evaluation and Reporting: CSA will formulate geotechnical conclusions and design criteria, and develop geotechnical recommendations for the proposed pavement improvements. CSA will prepare a report that will include summaries of findings, conclusions, evaluations, and recommendations for the following items:

- Site exploration and geotechnical map, boring summary, and laboratory test results;
- Soil and groundwater (if encountered) conditions at the site;
- Site preparation and grading and compaction requirements for fill placement;
- Suitability of onsite soil for use as compacted fill; and
- Design criteria for flexible pavements, which includes evaluation of suitable pavement subgrade materials characterized by R-value testing.

CSA will provide a written technical report with supporting illustrations, containing our findings, conclusions, evaluations, and recommendations.

Deliverable: The geotechnical recommendation report will be used in Tasks 104-106 for the design efforts. Following initial review by Phoenix, the geotechnical recommendation report will be provided to the City in electronic (.pdf) format for review and comment.

Task 104: 30% Plans Preparation

After completion of Tasks 101 through 103, a preliminary layout and pavement designs will be created. Plan sheets will be prepared reflecting the proposed pavement rehabilitation, sidewalk improvements and ramp modification/installation. This will include the general street layout from the aerial topography as the detailed survey may not be completed yet. Initial geotechnical research will be used for the design intent, final geotechnical results will be used in later tasks. This phase will begin the design and discuss any potential design conflicts or ideas Phoenix may have with the City. Technical specifications for the improvements will be prepared and included in Word format to be included with the City front end documents in Task 105. The City will provide the current front end documents. The project specifications will reference Standard Specifications for Public Works Construction (SSPWC). A bid schedule for the different items of work will be prepared.

The following efforts are included in this task:

- Development of project improvement design plans.
- Preparation of technical specifications for the improvements.
- Prepare list of proposed ramp improvements.
- Prepare list of proposed storm drain improvements.
- Review meetings to discuss the comments.

Deliverable: A PDF set of 30% plans and draft technical specifications will be provided to the City Project Manager for their review and distribution to the City team. One electronic copy of the project deliverables package (.pdf) will be provided electronically.

Task 105: 60% Plans Preparation

Once the City review comments have been received relating to the 30% deliverable package, the project plans and technical specifications will be completed to a 60% design, incorporating the review comments. At this stage the Opinion of Probable Construction Cost (OPCC) will be prepared.

The following efforts are included in this task:

- Incorporation of City staff review comments on the 60% deliverable package.
- Preparation of the plans and specifications to a 60% level.
- Preparation of the draft OPCC.

Deliverable: A PDF set of 60% plans, draft technical specifications and OPCC will be provided to the City Project Manager for their review and distribution to the City team. One electronic copy of the project deliverables package (.pdf) will be provided electronically.

Task 106: Final Plans and Technical Specification Deliverable

Once the City review comments have been received relating to the 60% deliverable package, the project plans, technical specifications and OPCC will be finalized, incorporating the review comments. The final set of deliverables will be in a bid ready set format for the City to begin the construction bid advertising process.

The following efforts are included in this task:

- Incorporation of City staff review comments on the final deliverable package.
- Finalization of the plans, specifications and OPCC.

Deliverable: A PDF set of final plans, technical specifications and OPCC will be provided to the City Project Manager for distribution to the City team. One electronic copy of the project deliverables package (.pdf) will be provided electronically.

Phase 2

Task 201: Bid Phase Assistance

This task will provide bid phase services to the City once the Contract Documents developed for the 2026 pavement project are approved by the City. Bid phase services include reviewing and responding to contractor requests for information, attendance at and conducting a prebid meeting/site visits on behalf of the City, reviewing construction bids and providing a recommendation of award to the City for the Council meeting.

Deliverable: Request for information responses and the recommendation of award letters will be provided to the City for their files as well as one electronic copy of the files (MSWord and .pdf).

Fee Estimate Summary

Work associated with Tasks 101 through 201 is estimated to cost \$385,552.

Task 101:	Project Management	\$6,348
Task 102:	Topographical Survey	\$216,550
Task 103:	Geotechnical Investigation and Report	\$47,448
Task 104:	30% Plans and Technical Specification Deliverable	\$32,320
Task 105:	60% Plans and Technical Specification Deliverable	\$38,340
Task 106:	Final Plans and Technical Specification Deliverable	\$31,740
	Design Total:	\$372,746
Task 201:	Bid Phase Assistance	\$12,806
	Total:	\$385,552

Assumptions

The following assumptions apply to this proposal:

- The City will be responsible for payment of any and all fees associated with any required permits, inspections, agency reviews, encroachment permits, traffic controls or filings.
- Outside Agency review times may vary and cannot be controlled.
- The proposed scope of field exploration services does not include location of underground utilities (other than that provided by USA). Phoenix Civil or subconsultants will not be responsible for damage to any unlocated or mislocated utilities due to incorrect information provided by the utility.
- This proposed scope of work assumes that the subsurface soils and groundwater are free of hazardous substances and specifically excludes the search for, and evaluation of, hazardous materials in soil, water, or air.
- Large scale printing requested by the City other than any quantity specified will be billed at cost.
- Sub-consultants are marked up by 10%.
- Construction phase services and record drawing preparation are not included in this proposal. These services can be negotiated once the design is complete.
- It is assumed this rehabilitation project will not require a SWPPP.
- All UMT field technicians have a 4-hour minimum charge on a portal-to-portal basis. Time over the 4-hour minimum will be rounded up to the nearest whole 8-hour shift. OT will be charged after 8-hours, or starting before 5:00 a.m. and after 5:00 p.m (first 4 hours at OT rate and any additional hour at DT rate). or on Saturdays. Double time is billed after 12 hours worked on any shift, on Sundays or Holidays. UMT rates may change in accordance with their Local Union 12.
- Prevailing wage rates will apply for all exploration subcontractor services.
- Any delays/standby time due to conditions beyond our control such as site access restrictions, obstructions at boring locations, etc. will be invoiced additionally on a time- and-expenses basis.
- Environmental, Structural and Electrical services are not included.
- Encroachment permits will be acquired or provided by the City at no cost.
- Legal work (including use easement, ROW entry agreements and other legal documents) not included. Ready access to the site and proposed exploration areas will be available.

EXHIBIT A

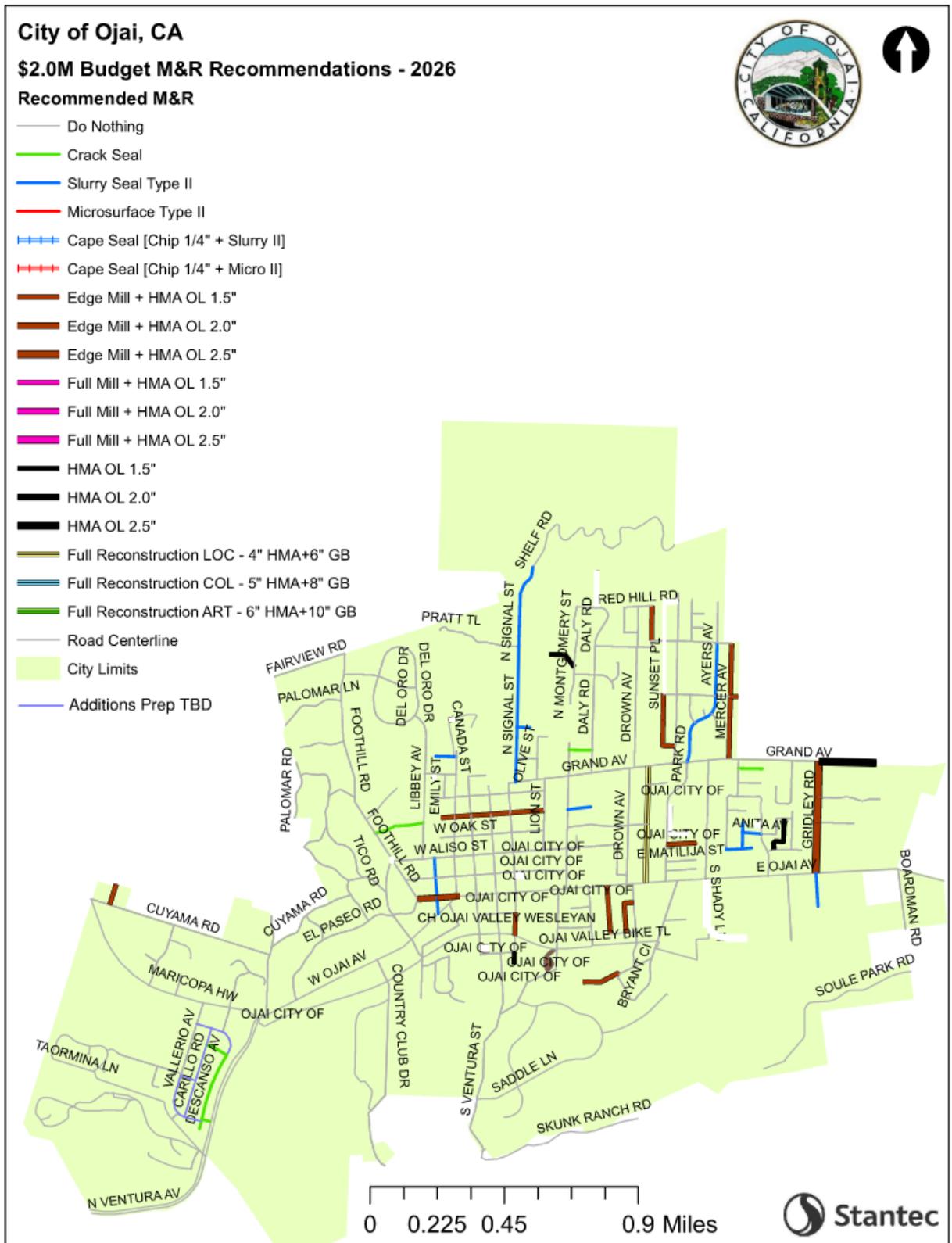


EXHIBIT B

City of Ojai		
2026 Pavement Rehabilitation Project		
List of City Streets for Paving Improvements		
City Streets	From	To
Montana Rd (County Coordination)	Cuyama Rd	?
Descanso Ave	South End	Valle Rio Ave
Laredo Ln	Descanso Ave	S Carillo Rd
Valle Rio Ave Dead End	Descanso Ave	End
W Eucalyptus St	Foothill Rd	Mallory Way
McKee St	Canada St	End
N Signal St (north of dam)	Grand Ave	North of dam
N Signal St	Grand Ave	Shelf Rd
France Circle	N Signal St	Cul-de-Sac
Douglas St	N Montgomery St	end
Buena Vista Dr	N Montgomery St	Daly Rd
Meadowbrook Rd	Red Hill Rd	Pleasant Ave
Sunset Pl	Mountain View Ave	Grandview Ave
Park Rd/Ayers Ave	Grand Ave	Pleasant Ave
Mercer Ave	Grand Ave	Pleasant Ave
Mountain View Ave	Mercer Ave	End
Eucalyptus St	W End	Lion St
Franklin Dr	N Montgomery St	End
Rincon St	W Aliso St	W Ojai Ave/150
El Paseo Rd	Foothill Rd	Canada St
Skate Park Parking Lot	Fox St	Ojai Ave
N Fulton St	E Ojai Ave	Grand Ave
E Aliso St	Park Rd	End
Del Prado Ct	Golden West Ave	End
Sunnyglenn Ave	Oriole St	Cul de sac
Martindale Ave	Sunnyglenn Ave	Cul de sac
Anita Ave	Martindale Ave	Goldenwest Ave
Alley East Side	Gregory St	Anita Ave
Gridley Rd	E Ojai Ave 150	Grand Ave
Grand Ave	Gridley Rd	Just before Orange Rd
S Montgomery St Parking (Libbey Bowl)	Bike Trail	S Exit
S Signal St	E Topa Topa St	Bike Trail
S Signal St	E Santa Ana St	end
Bald St	E Ojai Ave	Pearl St
Olive Mill Ln	Pearl St	S Fulton St
Pope Ln	Bryant Circle	End
Oak Glen Ave	E Ojai Ave	End
Valle Rio Ave	La Paz Dr	Descanso Ave
La Paz Dr	Valle Rio Ave	S Carillo Rd
S Carillo Rd	Descanso Ave	Valle Rio Ave
Oak Glen Ave	E Ojai Ave	End



Professional Services Hourly Rate Sheet 2026

Engineering

Principal Engineer	\$210
Resident Engineer	\$185
Professional Engineer	\$175
Associate Engineer II	\$165
Associate Engineer I	\$154
Assistant Engineer	\$134

CADD

Senior Designer	\$154
Assistant Designer	\$122

General

Principal Construction Manager	\$210
Construction Inspector	\$175
Associate Construction Observer	\$154
Technical Assistant	\$100
Clerical/Administrative Assistant	\$75

Large quantities of printing; multiple sets of plans (0.60/ft²), specifications and reports (8.5x11 0.35/copy) will be billed at the listed rate without markup. Expenses and subconsultants will be marked up by 10%. Construction hours are assumed to be between 8am-5pm. Overtime and weekend rates for Construction Inspectors/Observers will be charged at 1.5x the rates shown above.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

COUNTY OF VENTURA

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

COUNTY OF VENTURA

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE
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State of California - Department of Fish and Wildlife
2025 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

ATTACHMENT G

RECEIPT NUMBER: 56-12242025-239
STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY CITY OF OJAI	LEAD AGENCY EMAIL lindy.palmer@ojai.ca.gov	DATE 12/24/2025
COUNTY/STATE AGENCY OF FILING VENTURA	DOCUMENT NUMBER 2025100014534	

PROJECT TITLE
2025 ANNUAL CITYWIDE PAVEMENT REHAB PROJECT ST-3006

PROJECT APPLICANT NAME CITY OF OJAI	PROJECT APPLICANT EMAIL lindy.palmer@ojai.ca.gov	PHONE NUMBER ((805))646-5581 EXT 204
PROJECT APPLICANT ADDRESS 401 S VENTURA STREET	CITY OJAI	STATE CA
		ZIP CODE 93023

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report (EIR) \$4,123.50 \$ _____
 Mitigated/Negative Declaration (MND)(ND) \$2,968.75 \$ _____
 Certified Regulatory Program (CRP) document - payment due directly to CDFW \$1,401.75 \$ _____
 Exempt from fee
 Notice of Exemption (attach)
 CDFW No Effect Determination (attach)
 Fee previously paid (attach previously issued cash receipt copy)

 Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$ _____
 County documentary handling fee \$ _____ \$50.00
 Other \$ _____

PAYMENT METHOD:

- Cash
 Credit
 Check
 Other

TOTAL RECEIVED \$ 50.00

SIGNATURE X <i>Elizabeth Cant</i>	AGENCY OF FILING PRINTED NAME AND TITLE <i>Deputy County Clerk; Recorder.</i>
---	--

MICHELLE ASCENCION
 Ventura County Clerk and Recorder
 By: _____ Deputy

Filed in County Clerk's Office
 Michelle Ascencion
 Ventura County Clerk-Recorder

2025100014534

12/24/2025 Pages: 2
 11:17 AM
 VEN Fees: \$50.00
 DocType: FISH
 ARANE



Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 13044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Ventura
800 S. Victoria Ave.
Ventura, CA 93009

From: (Public Agency): City of Ojai
401 S. Ventura St
Ojai, CA 93023
(Address)

Project Title: 2025 Annual Citywide Pavement Rehab Project ST-3006

Project Applicant: City of Ojai

Project Location - Specific:
Various Streets within the City of Ojai

Project Location - City: Ojai Project Location - County: Ventura

Description of Nature, Purpose and Beneficiaries of Project:
The project will provide asphalt resurfacing treatment, handicap ramps, and necessary striping after paving is completed throughout the City using a combination of local and other funding sources.

Name of Public Agency Approving Project: City of Ojai

Name of Person or Agency Carrying Out Project: City of Ojai

- Exempt Status: (check one):
[] Ministerial (Sec. 21080(b)(1); 15268);
[] Declared Emergency (Sec. 21080(b)(3); 15269(a));
[] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[X] Categorical Exemption. State type and section number: Class 1, Section 15301 (c)
[] Statutory Exemptions. State code number:

Reasons why project is exempt:
This project calls for an asphalt overlay to be performed on existing streets within Ojai City limits. As the use of these facilities remains the same, the project qualifies as a class 1 exemption.

Lead Agency
Contact Person: Lindy Palmer Area Code/Telephone/Extension: (805) 646-5581 Ext 204

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No
Signature: Lindy Palmer Date: 12/8/2025 Title: Public Works Director

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR:
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



Ventura County

Michelle Ascencion , County Clerk-Recorder & Registrar of Voters
800 S. Victoria Ave.
Ventura, CA 93009
(805) 654-2263 (Clerk/Vitals)
(805) 654-3665 (Recorder)

Receipt: 25-114082

Product	Name	Extended
FISH	FISH AND WILDLIFE FILING	\$50.00
	# Pages	1
	Document #	2025100014534
	Document Info:	CITY OF OJAI
	Filing Type	NOE
	State Fee Prev Charged	false
	No Handling Fee	false
Total		\$50.00
Tender (Check)		\$50.00
Payor	CITY OF OJAI	
Check Number	80007	
Paid By		

Thank you for your order.

1

Note: If payment was by credit card with Vital Check, balance shown is for internal purposes only.



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Bethany Burgess, City Attorney
Lucas Seibert, Community Development Director

MEETING DATE: March 10, 2026

SUBJECT: Consider Approval of the Purchase of a Single Family Residential Property abutting City Hall Campus Located at 503 South Ventura Street; Accessor Parcel Number 023-0-090-040; General Plan Designation – Medium Residential; Zoning Designation – R-1 (*City Council Direction*)

RECOMMENDATION

Adopt Resolution No. 2026-6 authorizing the City Manager to move forward with the purchase of the single-family residential property located at 503 South Ventura Street; for the price of \$850,000, on an as-is basis, subject to negotiation of a Purchase and Sale Agreement in a form approved by the City Attorney's Office.

DISCUSSION

Title to the subject site is currently vested in Jessica A. McCrea, Successor Trustee of the McCrea Trust. The site was owned by Ronald R. McCrea beginning in 1995 and was conveyed into the McCrea Trust in 2008. The house on the property and barn towards the front of the property were constructed circa 1920, and sit on an 8,712-square-foot lot. The main house towards the rear is approximately 1,316 square feet of living space, with 2 bedrooms and 1 bathroom. The building closer to Ventura Street has been used and referred to as a barn and is approximately 850 square feet in area.

The property features surface parking and a modest yard, and it is not currently listed for sale; instead the real estate agent representing the owner approached the City about potentially purchasing the subject site. Note, there was a single car garage onsite which was converted to living space for the main residence to the rear. Code Compliance had been working with the owner at the time to resolve, but during the recent pandemic, the City's Code Compliance enforcement was abandoned and never restarted. The site is currently identified as non-conforming due to insufficient covered parking onsite.

The site is abutting the City Hall Campus to the south (it is surrounded by City-owned property on multiple sides) and provides logical planning sense for the City to take ownership. Furthermore, the City Council has identified a goal to explore opportunities for workforce housing and, if purchased by the City, this site would certainly be in consideration for such future housing opportunities.

The City completed a Phase I environmental study. The report recommends that no further environmental investigation is needed for the current use of the property; however, if renovation or demolition is planned, a comprehensive asbestos-containing materials (ACM) survey and a lead-based paint (LBP) survey should be conducted to confirm the presence or absence of these materials and prevent potential exposure before commencing demolition activity. Additionally, because the property is located in a high radon zone, radon testing may be considered, especially if the site will be used for residential purposes. The Phase I environmental site assessment was completed by *The Phase One Group* and will be available upon execution of a Purchase and Sale Agreement.

The site was also appraised through an AS-IS approach and a hypothetical AS-IF approach. The appraisal supports the City's purchase price. Upon execution of the Purchase and Sale Agreement, the appraisal will also be publicly available. The appraisal of the subject property was prepared by Hoffman, Vance and Worthington, Inc.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 1 - Affordable Housing

OPTIONS

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

FISCAL IMPACT

The City has a portion of unprogrammed General Fund balance of approximately \$5.8 million for this fiscal year (2025/2026). The City Council could authorize the allocation of a portion of this surplus to fund the purchase of this property. The cost of Hoffman, Vance and Worthington, Inc. to perform the appraisal is "AS-IS" and "AS-IF" at a not-to-exceed amount of \$5,000. The cost of the Phase I report prepared by the Phase I Group is at a not-to-exceed amount of \$2,100. If the City successfully closes on the purchase, the City will incur additional closing costs including a portion of the escrow costs and other nominal closing costs.

Prepared by: Lucas Seibert, Community Development Director

ATTACHMENT(S)

- A. Resolution No. 2026-6 with Exhibit 1 – Property Description

CITY OF OJAI

RESOLUTION NO. 2026-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI, AUTHORIZING THE ACQUISITION OF 503 SOUTH VENTURA STREET, OJAI, CALIFORNIA, AND AUTHORIZING DESIGNATED CITY STAFF TO EXECUTE THE PURCHASE AND SALE AGREEMENT, CLOSING DOCUMENTS, AND CERTIFICATE OF ACCEPTANCE

WHEREAS, the Ojai City Council desires to acquire real property located at 503 South Ventura Street, Ojai, California, Assessor's Parcel Number 023-0-090-040, the legal description of which is attached hereto as Exhibit A (the "Property"); and

WHEREAS, the City is authorized to acquire the Property under Government Code section§ 37350; and

WHEREAS, the City offered to purchase the property on an "AS-IS" basis for the amount of \$850,000 and such offer has been negotiated and agreed to in principal with the owner of the Property; and

WHEREAS, the City's purchase will be subject to negotiation and execution of a mutually acceptable purchase and sale agreement in a form approved by the City Attorney and satisfaction of any conditions precedent contained therein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. Approval of Acquisition. The City Council authorizes the acquisition of the Property subject to the negotiation of a mutually agreeable Purchase and Sale Agreement in a form approved by the City Attorney for the amount of \$850,000, plus closing costs.

SECTION 3. Authorization to Execute Sale and Escrow Documents. The City Council authorizes the City Manager or his designee to execute the Purchase and Sale Agreement, necessary escrow documents, and closing documents needed to conclude the purchase of said Property.

SECTION 4. Authorization to Execute Certificate of Acceptance. The City Council authorizes the City Manager or his designee to execute a certificate of acceptance on behalf of the City.

SECTION 5. Appropriation. The City Council hereby appropriates \$850,000 to pay for the purchase of the Property from the City's General Fund, along with necessary closing costs, to be reimbursed to the extent lawful by all available sources funding.

SECTION 6. CEQA. The City’s acquisition of the Property, is exempt from review under the California Environmental Quality Act (“CEQA”) and in accordance with CEQA Guidelines, California Code of Regulations, Title 14, Section 15332 as the site is less than five acres, within the City limits and substantially surrounded by existing urban uses, has no habitat value for special status species on site, its acquisition will not significantly affect traffic, noise, air quality, or water quality, and the site has all necessary utilities available. None of the exceptions to the CEQA categorical exemptions under CEQA Guidelines Section 15300.2 apply either as the site is not on a designed state scenic highway, is not a listed hazardous waste site, and its acquisition will not cause a cumulative significant environmental impact, nor create a significant environmental impact due to unusual circumstances as none exist, nor cause a substantial adverse change in the significance of a historical resource as none exist on site. Additionally, the acquisition of the property is covered by the common sense exemption from CEQA established in CEQA Guidelines Section 15061, as it can be seen with certainty that there is no possibility that acquisition of the Property may have a significant effect on the environment.

SECTION 7. Certification. The City Clerk shall certify to the adoption of this Resolution.

SECTION 8. Effective Date. This Resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED _____, 2026.

CITY OF OJAI, CALIFORNIA

Andy Gilman, Mayor

Attested to on _____.

Steve Quilici, City Clerk

Approved as to form:

Bethany A. Burgess, City Attorney

I, Bridget Mara, Acting Deputy City Clerk of the City of Ojai, certify that Resolution No. 2026-6 was adopted by the Ojai City Council at a regular meeting held March 10, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bridget Mara, Acting Deputy City Clerk

EXHIBIT 1
Legal Description

For [APN/Parcel ID\(s\): 023-0-090-040](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OJAI, COUNTY OF VENTURA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTH ONE-HALF OF LOT C, IN THE CITY OF OJAI, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS THE SAME IS DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, MAP SHOWING SURVEY MADE FOR A. A. VAN CUREN, AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN [BOOK 1, PAGE 37](#) OF RECORD OF SURVEYS (LICENSED SURVEYORS RECORDS) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1 1/4 INCH IRON PIPE SET IN THE WEST LINE OF THE CREEK ROAD AND AT THE SOUTHEAST CORNER OF LOT C OF THE A. A. VAN CUREN SUBDIVISION AS DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED MAP SHOWING SURVEY MADE FOR A. A. VAN CUREN, AND [RECORDED IN BOOK 1, PAGE 37](#) OF LICENSED SURVEYOR'S RECORDS, RECORDS OF SAID VENTURA COUNTY; THENCE,

1ST: NORTH 3° 57' WEST 75 FEET TO A STATION IN THE WEST LINE OF SAID CREEK ROAD; THENCE,

2ND: SOUTH 84° 15' WEST 122.50 FEET TO A STATION IN THE EAST LINE OF LOT D OF SAID SUBDIVISION; THENCE,

3RD: SOUTH 5° 45' EAST 75 FEET TO A STATION IN THE NORTH LINE OF LOT F OF SAID SUBDIVISION; THENCE,

4TH: NORTH 84° 15' EAST 120.30 FEET ALONG THE NORTH LINE OF LOT F TO THE POINT OF BEGINNING.



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Bethany Burgess, City Attorney

MEETING DATE: March 10, 2026

SUBJECT: Approval of Mid-Year Budget Adjustment – City Attorney/
Legal Services Budget (*City Council Direction*)

RECOMMENDATION

Approve mid-year budget adjustment to City Attorney/Legal Services budget in the amount of \$541,978 for Fiscal Year 2025/2026.

DISCUSSION

During the City Council meeting that took place on February 10, 2026, the City Council considered adjustments to the Fiscal Year 2025/2026 budget. As part of this mid-year budget adjustment request, the City Council considered a request to increase the City's City Attorney/Legal Services budget from \$688,800 to \$1,398,800 (an increase of \$710,000), based on the City's Fiscal Year 2024/2025 unaudited actual expenditures for legal services. During the discussion on this item, the City Council requested that the new City Attorney firm review the City's legal expenditures for the current Fiscal Year and provide recommendations as to the amount by which the City Attorney/Legal Services budget should be increased.

Based on a review of legal invoice information from calendar year 2025 and 2026 to date, the City Attorney is recommending an increase to the City Attorney/Legal Services budget in the amount of \$541,978. If approved, this will result in a total approved Legal Services budget of \$1,230,778. This request is based on the following information.

As of the date of this report, the City has expended \$484,778 of the previously budgeted amount of \$688,800. In addition to this amount, the City has incurred fees for legal services in the amount of approximately \$163,300 for services provided by Aleshire & Wynder LLP for January and February 2026, and there is one remaining, unpaid invoice for Meyers Nave in the amount of \$7,700 from January.

In addition to fees for services already performed, this budget request anticipates monthly legal expenses from the new City Attorney firm in the amount of \$85,000 per month for the remainder of this fiscal year. It also includes an estimate of \$135,000 for legal services that will be provided by special counsel firms, inclusive of services performed related to the pending transient occupancy tax audit appeals (estimated at \$60,000), services provided

in representation of the City in *Santa Barbara Channelkeepers v. State Water Resources Control Board, et al.*, Los Angeles Superior Court Case No. 19STCP01176 (estimated at \$65,000), and any remaining transitional services from the previous City Attorney firm (estimated at \$10,000). The requested amount also includes an additional \$100,000 for unanticipated legal services associated with new litigation filed against the City and work associated with special projects requested by City Council.

As additional background, the City's Legal Services expenditures for the past three fiscal years are as follows:

Fiscal Year 2022/2023: \$536,023
Fiscal Year 2023/2024: \$537,159
Fiscal Year 2024/2025: \$1,360,975

CITY COUNCIL GOALS ALIGNMENT

N/A (See Explanation Below)

This item is in support of all of the City Council goals, as legal review will likely be required for nearly every action included on the City Council Goals and Tactics.

OPTIONS

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

FISCAL IMPACT

If approved, this item will increase the City's Legal Services budget by an additional \$541,978. This item will not necessarily result in specific legal expenditures, but will ensure that funds have been allocated and appropriated for legal services requested by City Council or the City Manager. Funds would be provided from the City's unallocated General Fund reserve.

Prepared by: Bethany Burgess, City Attorney

ATTACHMENT(S) - None



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager

MEETING DATE: March 10, 2026

SUBJECT: Green Coalition Proposal – City Hall Campus (*Requested by Mayor Gilman and Council Member Rule*)

RECOMMENDATION

1. Approve the Ojai Valley Green Coalition (OVGC) request for \$41,352 in supplementary funding to support public programming, site restoration activities, and site activation efforts at the City Hall Campus (Eco Center) from March 11 through June 30, 2026;
2. Approve a budget adjustment and appropriation allocating \$41,352 from General Fund unprogrammed reserves to fund this proposal; and
3. Authorize the City Manager to execute a Professional Services Agreement with the OVGC in a form approved by the City Attorney.

DISCUSSION

OVGC, which is leading the development of the City Campus (Eco Center) Master Plan, proposes a program that starts in March 2026 and extends through June 2026 that combines community workshops, ecological restoration, and ongoing activation of the site. The initiative includes 22 public events, extensive site cleanup, restoration planting, educational programming, and coordination with Phase 1 tree-removal and material-reuse activities. The intent of the proposed work is to increase regular public use of the campus as a strategy to deter future encampment activity, strengthen the campus' emerging role as a nature-based educational resource, reduce fire risk through the removal of invasive vegetation and hazardous fuels, and build sustained community engagement in support of the long-term site plan.

To accomplish these goals, OVGC outlines a scope of work divided into subcontractor services, direct OVGC activities, and administrative costs. Subcontractor services total \$25,960 and include site cleanup conducted by The C.R.E.W., restoration planting and fence repair managed by Pax Environmental, composting workshops, tree demonstrations and walks, procurement of irrigation and fence materials, native plant restoration events, and a series of ecological gardening workshops delivered by their educational partners. Direct OVGC work totals \$8,500 and encompasses coordination of Phase I tree-removal material reuse, four monthly site tours, six months of marketing and outreach, and the development of educational media products such as videos, handouts, and web-based resources. OVGC also requests \$6,892 for program administration, representing a 20

percent allocation for overall project management and oversight. In total, the requested funding amounts to \$41,352.

The proposed activities would be delivered between March 11 and June 30, 2026, with the possibility of renewal beginning in July should the City Council wish to continue the program's momentum and community benefits

CITY COUNCIL GOALS ALIGNMENT

Goal No. 7 - Climate Resiliency

OPTIONS

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

FISCAL IMPACT

The total cost of the proposal is \$41,352, and a budget adjustment is required to appropriate this amount from the General Fund's unprogrammed reserves to support the proposed programming and site work. The approval of the request would not create any ongoing financial obligation for the City. Any extension or continuation of these efforts beyond June 2026 would return to the City Council for separate consideration.

Prepared by: Norma Cervantes, Assistant to the City Manager

ATTACHMENT(S)

- A. OVGC City Hall Proposal

OJAI VALLEY GREEN COALITION
 Q1/Q2 2026 SUPPLEMENTARY FUNDING PROPOSAL FOR CITY HALL PROGRAMMING
 January 21, 2026

PROJECT OVERVIEW

As part of leading the development of the City Campus (Eco Center) Master Plan, the Ojai Valley Green Coalition (OVGC) is proposing to implement services and public programming on the site, starting in March 2026. This will promote the community’s active vested interest in the campus (regular use will discourage future homeless encampments on the site), and will build community buy-in and excitement for the park’s possibilities. Programming—such as the gardening and composting workshops we have proposed—will reinforce the park’s role as a nature learning center and resource for residents and visitors alike. We would also like to invest in maintaining the restoration area in Middle Stewart Creek, so that this area doesn’t become overrun by invasive plants, to reduce the fire risk around City Hall. This programming proposal relies heavily on our nonprofit alliance—our local green partners such as Pax Environmental, The C.R.E.W., Once Upon a Watershed, Ojai Trees, and Norhoff Nursery—and the majority of the budget is dedicated to funding their work.

All events except the site cleanup and fence repair would be free and open to the public. If approved, OVGC will schedule, promote, and hold 22 events between March 1-June 30 2026. OVGC will supervise all workshops and cover volunteer signup and liability.

The budget for this project is approximately \$41,352.00 The timeline is 6 months; we hope the proposal may be renewed in July 2026 to continue to build upon our progress.

BUDGET

Subcontractors

Line Items		
Deliverable	Contactor	Cost
Site cleanup (4 days, 32 hours)	The C.R.E.W.	\$12,692.00
Restoration planting and fence repair	Pax Environmental	\$7,568.00
Composting workshops (2)	Once Upon a Watershed	\$500.00
Tree planting demonstration (1) + tree walk (1)	Ojai Trees	\$500.00
Materials for fence repair and irrigation	Pax/Erin Harris	\$1,000.00
Native plant restoration/education events (2)	Pax + Nordhoff	\$500.00
Ecological gardening workshops (8)	Erin Harris	\$3,200.00
TOTAL		\$25,960.00

Ojai Valley Green Coalition (Direct Work)

Line Item		
Deliverable	Contractor	Cost
Coordination of Phase 1 tree removal	OVGC	\$2,500.00
Site tours (4)	OVGC	\$600.00
Marketing: 12 hrs @ \$50/hr for six months	OVGC	\$3,600.00
Educational media production: 12 hrs/production x 3 @ \$50/hr	OVGC	\$1,800.00
TOTAL		\$8,500.00

Ojai Valley Green Coalition (Overhead for Entire Project)

Line Item		
Deliverable	Contractor	Cost
Program administration (20%)	OVGC	\$6,692.00
TOTAL		\$6,892.00

PROPOSAL TOTAL: \$41,352.00

APPENDIX I: SCOPE AND DURATION OF WORK

1. Site cleanup: This line item covers the removal of brush, hazardous fuels, and low-lying tree limbs at the Ojai City Hall Campus. It is estimated that 4 days will be required for this project utilizing a 5-6 person team from The C.R.E.W. One day will require the wood chipper. Please note that the C.R.E.W. will also provide 4 additional weekend volunteer events between February and May at no additional cost to specifically keep up with the weeding needs in the newly planted restoration areas.
2. Restoration planting and fence repair: This line item covers supplementary native planting in the restoration area at Middle Stewart Canyon Creek, along with repair of the fencing around the sensitive planting areas. Plant material will be sourced from Nordhoff Nursery. All work will be led and supervised by Pax Environmental.
3. Workshops: These deliverables comprise at least 22+ public-facing events, run by our partners and supervised by the Green Coalition, held between March 1 and June 30, 2026. With the exception of the fence repairs, all programming will follow a workshop format with expert instructors, such as Erin Harris, a UC Master Gardener and Certified Native Plant Landscaper with a decade (plus) in environmental program development and education, and Scott Tompkinson, Senior Botanist, GIS Analyst, and Arborist with

Pax Environmental. The workshops will be open to all ages, but focus on Ojai Valley residents who can bring these practices back to their own homes and gardens—enhancing the quality of life for these participants, their neighbors, and our community at large.

4. Coordination with Phase 1 Tree Removal: This deliverable will ensure tree removal is conducted by a reputable contractor, redirect waste material from our local landfill, and provide low-cost organic materials for the park that can be converted into mulch, furnishings, and raised bed material.
 - a. Reuse waste materials to site usable items and for site workshop and future park use
 - b. Includes coordination with City of Ojai, tree trimmers, arborist, and site workshops for rustic site furnishings plan/per portion of existing Phase I removal trees
 - Mulch for existing trails (install during current work day events)
 - Rustic site furnishings (temporarily locate on site)
 - Hügelkultur material (temporarily locate on site)
5. Site tours: This line item covers the 1.25 hour site tours that the Green Coalition leads through the city campus on a monthly basis. We lead a group of registered attendees through the site, explaining the history of the property and the buildings, the ongoing work at the restoration area, and the proposal for the future ecology center and its programming. Partners such as Once Upon a Watershed and the Historical Preservation Commission join us to give short tutorials on the composting program and the landmarked aspects of the site. These tours allow the public to connect the physical site to the master plan and ask questions about the project.
6. Marketing: This deliverable will help promote attendance and activity on the site, help Ojai residents access the scheduled programming, and create transparency with the public around the site activities. It will cover social media, email, and print marketing, as applicable per event.
 - a. 6 months of social and email outreach for community involvement, community education about the site, and onsite educational opportunities
 - b. 12 hours/month @ \$50/hour X 6 months = \$3,600
7. Educational media production: This deliverable will help make our on-site workshops accessible to everyone in the valley, including those who are not able to make our day-and-date events, and archives the knowledge our presenters and educators will bring to the site in an evergreen, online format.
 - a. Deliverables shall include video tutorials, PDF handouts, and dedicated topic webpages
 - b. 3 productions over 6 months @ 12 hours/production @ \$50/hour = \$1,800



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager

MEETING DATE: March 10, 2026

SUBJECT: Council Member Town Hall and Panel Policy (*Requested by Mayor Gilman and Council Member Rule*)

RECOMMENDATION

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

**EXHIBIT A
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 may be used and what support may be provided by City staff;
- Ensure compliance with the Brown Act, Americans with Disabilities Act (ADA), and other applicable regulations;
- Maintain neutrality and professionalism in public forums.

II. SCOPE

This policy addresses:

- **CITY SPONSORED TOWN HALLS & PANEL:** Events paid for in full or in part with City funds and supported with City staff, facilities, livestream, and branding.
- **COUNCIL MEMBER HOSTED COMMUNITY MEETINGS:** Independently organized meetings by one Council Member (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, but where the City is a named sponsor or organizer of the event.

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, and paid for in full or in part with City funds.

- **COUNCIL MEMBER HOSTED (INDEPENDENT):** Organized by a Council Member without City staff support or City branding. Venue rental terms, fees, 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:** City Council direction or Mayor/City Manager authorization per City 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, City Council should provide approval except where City Council has provided clear authorization to proceed within adopted policy parameters. This ensures that City resources are being used properly.

V. SCHEDULING & ROTATION (CITY SPONSORED)

- **ROTATION:** Offer each City Council Member a slot once every six months (or as City 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. In most cases no more than one City-Sponsored event will be scheduled per calendar month. The City Manager or City Council may approve an exception where other City events necessitate having more than one City-Sponsored event in the same month.

VI. VENUE & FACILITIES

- **KENT HALL:** is the default location for City-Sponsored events, barring exceptions approved by the City Manager.

- **COUNCIL MEMBER HOSTED:** For Council Member Hosted events, Council members 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 will be provided for both City-Sponsored and Council Member Hosted events where available.

VII. RESOURCE SUPPORT AND REQUIRED DISCLOSURES FOR:

a. CITY SPONSORED MEETINGS

- **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, official public notices, calendar, social media channels, press advisories as needed.
- **ACCESSIBILITY:** ADA-compliant physical and digital access (ramps, seating, captioning for livestream, assistive devices, reasonable accommodations).

b. COUNCIL MEMBER HOSTED (INDEPENDENT) MEETINGS

- **DISCLOSURE:** Clearly state:

This event is hosted by Council member [Name] as an independent community meeting. It is not an official City of Ojai sponsored event. The opinions and perspectives I express here today are my own personal opinions and do not necessarily reflect the City's position.

- **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 foreseeable to attract a majority—**Brown Act noticing** must occur (see Section VIII).

VIII. BROWN ACT & NOTICING

- **TRIGGER:** If a majority (quorum) of City 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 or 24 hours in advance of a special meeting rules).
- **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.

IX. CONTENT NEUTRALITY & POLITICAL ACTIVITY

- **CITY SPONSORED EVENTS:** Must be strictly informational or provide a dialog 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. COSTS & FEES

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

XV. 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 if event will involve a panel discussion. Each City Council member may request one City Sponsored event every six months.
- **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 this policy.

XVI. 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 City Council member [Name] as an independent community meeting. This is not an official City of Ojai event. City staff will not be providing logistics or livestream. The opinions and perspectives expressed here today do not necessarily reflect the City's position.

- **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, description of topics to be discussed, and contact for accommodations.