AGENDA

CITY COUNCIL REGULAR MEETING

TUESDAY, AUGUST 11, 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	BETHANY BURGESS	WESTON MONTGOMERY
CITY MANAGER	CITY ATTORNEY	CHIEF DEPUTY CITY CLERK

VIEWING & ACCESS

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

ZOOM LINK - August 11, 2026 - Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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.

1. **City Council Minutes**
   RECOMMENDATION: Approve.
   07 14 26 Special Meeting
   07 14 26 Regular Meeting

2. **City of Ojai Warrants for June 22 - July 26, 2026**
   RECOMMENDATION: Receive and file.
   Administrative Report - Warrant Report
   Attachment A - Warrant Report Register
   Attachment B - Disbursement by Category
   Warrant Report Cover

3. **Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of June 30, 2026**
   RECOMMENDATION: Receive and file.
   Administrative Report -Treasurers Report June 2026
   Attachment A -Treasurer's Monthly Report June 2026
   Exhibit A - Cash & Investment Summary June 2026

4. **Adoption of Ordinance No. 973 Suspending Certain Requirements Of Article 2 Of Chapter 3 Of Title 7 Of The Ojai Municipal Code ("Well Construction, Modification, And Demolition Standards") *(City Council Direction)***
   RECOMMENDATION: Continue second reading of Ordinance No. 973 to the August 25, 2026, City Council meeting.
   Administrative Report - Well Ordinance Continued
   Attachment A - Ordinance 973

5. **Ratification of the Memorandum of Agreement (MOA) Between the County of Ventura, Ventura County Watershed Protection District, California Department of Transportation, Ojai Valley Sanitary District, and the Cities of Ojai and San Buenaventura (MOA Parties) to Share the Costs of Funding a Ventura River Algae TMDL Monitoring Program; and Approval of Associated Expenditures *(Operational Need)***
   RECOMMENDATION:
   1. Ratify MOA for the Ventura River Algae TMDL Monitoring Program, retroactively effective January 1, 2025, through January 1, 2028, and;
   2. Approve the City's three-year cost-sharing obligation of $129,794.83.

   Agenda Report - Ventura River Algae TMDL MOA
   Attachment A - Agreement No. 2026-98, MOA

6. **Approval of Amendment No. 1 to the Interagency Agreement with the Ventura**

County Transportation Commission (VCTC) for Senat Bill 125 (SB125) Transit and Intercity Rail Capital Program (TIRCP) Funding
RECOMMENDATION: Authorize the City Manager to execute Amendment No. 1 and related documents necessary to implement the amended agreement.
Administrative Report - Amendment 1 SB125
Attachment A - Agreement No. 2026-99, Amendment No. 1
Attachment B - VCTC and Ojai Agreement

7. **Resolution Approving and Adopting the Revised Drug and Alcohol Testing Policy for Safety Sensitive Employees**
RECOMMENDATION: Adopt a resolution approving and adopting the City's revised drug and alcohol testing policy, and repeal any and all previous adopted policies related to drug and alcohol testing for safety sensitive employees.
Administrative Report - Drug Use Policy
Attachment A - Resolution 2026-30
Policy

DISCUSSION

8. **County of Ventura Civil Grand Jury Report Regarding Ojai Permanent Supportive Housing Project (*Legal Requirement*)**
RECOMMENDATION:
    1. Discuss the proposed response to the County of Ventura Civil Grand Jury Report.
    2. Approve the proposed response or provide direction for revisions to the proposed response.

Administrative Report for Civil Grand Jury Report-8-11-2026.docx
Attachment A - Report
Attachment B - Response

9. **Approval of Amendment to Development Management Agreement (*Operational Need*)**
RECOMMENDATION: Approve a proposed Amendment to the Development Management Agreement, substantially in the form of Attachment A, with DignityMoves to allow acceptance of donations for specified purposes for the Ojai Permanent Supportive Housing Project.
Administrative Report - OPSHP DMA Amendment No. 2
Attachment A - Agreement No. 2026-97, Amendment No. 2

10. **Authorization to Release a Request for Proposals (RFP) for an Integrated Property Management and Supportive Services Provider for the City's Permanent Supportive Housing Development *(Operational Need)***
RECOMMENDATION:
    1. Approve the Request for Proposals (RFP) for an Integrated Property Management and Supportive Services Provider for the City's 30-unit Permanent Supportive Housing (PSH) development; and
    2. Authorize the City Manager to release the RFP, conduct the competitive solicitation process, evaluate proposals, and return to the City Council with a recommended contract award for consideration.

Administrative Report - Management of OPSHP
Attachment A - Request for Proposals

11. **Authorization to Release a Request for Proposals for Owner's Representative/Construction Management Services for the Permanent Supportive Housing Project (PSHP)** ***(Operational Need)***
RECOMMENDATION:
    1. Approve the Request for Proposals (RFP) for Owner's Representative/Construction Management Services for the Permanent Support Housing Project (PSHP); and
    2. Authorize the City Manager to release the RFP, conduct the competitive solicitation process, evaluate proposals, and return to the City Council with a recommended contract award for consideration.

    Administrative Report - Owner's Rep. & Contruction Mgmt. OPSHP
    Attachment A - Request for Proposals

12. **City of Ojai Policy for Commemorative Naming and Donations** ***(City Council Direction)***
RECOMMENDATION: Approve proposed Policy for Commemorative Naming and Donations.
    Administrative Report - City Naming and Donations Policy
    Attachment A - Policy

13. **Furnished by Owner and Installed by Owner (FOIO) Items | Ojai Permanent Supportive Housing Project (OPSHP) 611 South Montgomery Street** ***(Operational Need)***
RECOMMENDATION:
    1. Review the Permanent Supportive Housing Project Furnished by Owner and Installed by Owner (FOIO) items list.
    2. Authorize staff to proceed with solicitation of donations for items included on the FOIO List.

    Administrative Report - OPSHP Donations
    Attachment A - FOIO LIst

14. **Approval of FY 2026 27 Professional Services Agreement with the Ojai Valley Chamber of Commerce** ***(City Council Direction)***
RECOMMENDATION: Approve the FY 2026 27 Professional Services Agreement (PSA) between the City of Ojai and the Ojai Valley Chamber of Commerce for business development, economic consultancy, and community focused event management services.
    Administrative Report - Chamber of Commerce Agreement
    Attachment A - Agreement No. 2026-95

15. **Amendment No. 3 to Secural Security Corporation Agreement – Contract Extension and Not-to-Exceed Increase** ***(Operational Need)***
RECOMMENDATION: Approve Amendment No. 3 to the Agreement for Contract Services with Secural Security Corporation, revising the contract's not-to-exceed (NTE) amount to $767,000 and extending the termination date to June 30, 2027.
    Administrative Report - Secural Security Corp - Amendment No. 3
    Attachment A - Agreement No. 2026-96, Amendment No 3
    Attachment B - Amendment No. 2
    Attachment C - Amendment No. 1
    Attachment D - Original Agreement

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS

ADJOURNMENT

Posted August 7, 2026, at 3:00 p.m.
Weston Montgomery, Chief Deputy City Clerk

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

Comments and Meeting Records
Written Public Comments - August 11 Regular Meeting

ACCOMMODATIONS

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

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

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

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

PUBLIC PARTICIPATION

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

PUBLIC COMMENT OPTIONS

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

You may always submit written comments to the City Clerk via mail, in person at City Hall, or via email to cityclerk@ojai.ca.gov. If your written comment is received by 3:00 p.m. on the day

before the meeting date, the City Clerk will distribute copies of your comments to all Council Members and recorded on the City website. Written comments received after 3:00 p.m. may not be distributed to the Council Members and recorded on the City website until after the meeting.

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

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

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

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

Any legal action by an applicant seeking to obtain a judicial review of the City Council's decision on a Hearing listed on this Agenda may be subject to the 90-day filing period of and governed by Code of Civil Procedure Section 1094.6.

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

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

Prior to rendering a decision on a City proceeding, any Council Member who received a contribution of more than $500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding and shall be disqualified from participating in the proceeding. However, if any Council Member receives a contribution

that otherwise would require disqualification and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, the Council Member shall be permitted to participate in the proceeding.

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

MINUTES

CITY COUNCIL SPECIAL MEETING

TUESDAY, JULY 14, 2026, 5:00 PM

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

Mayor Gilman called the meeting to order at 5:00 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, Assistant to the City Manager Cervantes, and Chief Deputy City Clerk Montgomery.

PLEDGE OF ALLEGIANCE

Chief Deputy City Clerk Montgomery led the Pledge of Allegiance.

APPROVAL OF AGENDA

MOTION: It was moved by Council Member Lang, second by Mayor Gilman, to approve the agenda.

The motion carried unanimously.

CLOSED SESSION

Council Member Whitman recused from attending the Closed Session.

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code § 54956.9(d)(1))**
   Name of case: Channelkeepers v. State Water Resources Control Board, et al, Los Angeles County Superior Court Case No. 19STCP01176

CITY ATTORNEY'S REPORT OUT OF CLOSED SESSION
No Reportable Action

ADJOURNMENT

Mayor Gilman adjourned the meeting at 6:00 p.m.

_____
Weston Montgomery, Chief Deputy City Clerk
Approved:

MINUTES

CITY COUNCIL REGULAR MEETING

TUESDAY, JULY 14, 2026, 6:00 PM

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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, Assistant to the City Manager Cervantes, and Chief Deputy City Clerk Montgomery.

PLEDGE OF ALLEGIANCE

Chief Deputy City Clerk Montgomery led the Pledge of Allegiance.

APPROVAL OF AGENDA

MOTION: It was moved by Council Member Lang, second by Mayor Gilman, to approve the agenda.

The motion carried unanimously.

PRESENTATIONS

1. **Members of the Ventura County Fair's Junior Fair Board to Present the 2026 Ventura County Fair Announcement and Poster**
2. **Proclamation Honoring July as Parks and Recreation Month and the Parks and Recreation Commission**

COMMISSION REPORTS

CITY MANAGER'S REPORT

City Manager Harvey provided an oral report.

PUBLIC COMMUNICATIONS
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.

3. City Council Minutes

RECOMMENDATION: Approve.

4. Planning Commission Minutes

RECOMMENDATION: Receive and file.

5. City of Ojai Warrants for June 08 - June 21, 2026

RECOMMENDATION: Receive and file.

6. Revision of Ojai Trolley Advertising Program Rates, Contract Terms, and Inclusion in the Master Fee Schedule

RECOMMENDATION:

1. Review and approve revisions to the Ojai Trolley advertising program, including updated advertising rates and contract structure.
2. Approve limiting advertisers to one ad space per trolley.
3. Approve establishing a one year contract term for all ad placements, with an exception for rear placements limited to three consecutive terms per advertiser.
4. Approve a unified rate for driver side and pedestrian side panels and a higher rate for the rear (back) panel due to increased visibility.
5. Direct staff to add all trolley advertising rates to the City's Master Fee Schedule.

7. On-Call Trade and Professional Services – Award of Agreements

RECOMMENDATION:

1. Authorize the City Manager to execute amendments for one (1) additional two-year term to the current On-Call Professional Services Agreements that have expired on June 30, 2026 extending them to June 30, 2028 and increase the not-to-exceed amount of each On-Call Professional Services Agreement as provided in this report; and,
2. Authorize the City Manager to execute an On-Call Trade Agreement with Ventura Pest Control and authorize future amendments for an additional one (1) one-year term with compensation not-to-exceed $75,000; and
3. Receive and file the task orders issued during Fiscal Year 25/26.

8. Introduce Ordinance No. 973 Suspending Certain Requirements of Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code ("Well Construction, Modification, and Demolition Standards"), Subject to Biennial Review by City Council, and Creating a New Section 224 of Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code

RECOMMENDATION:

1. Introduce, for first reading by title only with further reading waived, Ordinance No. 973, an Ordinance of the City Council of the City of Ojai, Suspending Certain Requirements of Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code ("Well Construction, Modification, and Demolition Standards"), Subject to Biennial Review by City Council, and Creating a New Section 224 of Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code; and
2. Direct staff to return to the City Council for second reading and adoption of the Ordinance at the August 11, 2026, City Council meeting.

MOTION: It was moved by Council Member Lang, second by Council Member Rule, to approve

The motion carried unanimously.

DISCUSSION

9. Approval of Resolution Adopting the 2026 City of Ojai City Hall Campus Landscape Master Plan *(City Council Direction)*

RECOMMENDATION: Approve the Resolution adopting the 2026 City of Ojai City Hall Campus Landscape Master Plan as presented, thereby establishing a comprehensive vision for the revitalization, stewardship, and long-term management of the City Hall campus.

MOTION: It was moved by Mayor Gilman, second by Council Member Rule, to approve

The motion carried unanimously.

10. County of Ventura Civil Grand Jury Report Regarding Ojai Permanent Supportive Housing Project (*Legal Requirement*)

RECOMMENDATION:

1. Discuss report issued by County of Ventura Civil Grand Jury regarding the Ojai Permanent Supportive Housing Project on June 25, 2026.
2. Direct the City Attorney to prepare a draft response to the report for further consideration by the City Council at a regular or special meeting of City Council in August, 2026.

MOTION: It was moved by Council Member Lang, second by Mayor Gilman, to direct the City Attorney to prepare a draft response to the report for further consideration by the City Council, at a regular or special meeting of City Council in August 2026.

The motion carried 4-1. (Mayor Pro Tem Mang dissenting.)

11. Municipal Code Revisions (*Legal Requirement*)

RECOMMENDATION: Provide direction to the City Attorney's Office to work with staff to prepare recommended Code revisions to various ordinances as further described in this report.

MOTION: It was moved by Mayor Gilman, second by Council Member Whitman, to task City Attorney's Office with administrative report-presented list of code revisions, and returning with a status report which includes legal and staff time estimates.

The motion carried unanimously.

12. Concept Review of Contracted Services *(City Council Direction)*

RECOMMENDATION:

1. Review the attached list of contracted services and identify those contracts for which the City Council would like additional analysis; and
2. Direct staff to return at a future meeting with a detailed evaluation of the selected contracts, including operational, staffing, financial, legal, and service level considerations associated with potentially bringing those services in-house.

MOTION: It was moved by Mayor Gilman, second by Council Member Lang, to direct staff to: (1)refine and categorize and/or combine the contracted services and list; (2) include analysis of bringing services in-house for contract renewals; (3) consider expanding city job functions where appropriate; (4) use code enforcement as the near-term priority case study; and (4) direct the City Attorney to return with status reports including time estimates.

The motion carried unanimously.

13. Affordable Housing Agreement Located at 312 West Aliso Street And Third-Party Income Qualify Household for Deed-Restricted Affordable Housing Units *(City Council Direction)*

RECOMMENDATION:

1. Receive the staff report and presentation and ask clarifying questions related to the Affordable Housing Agreement associated with Cottages Among the Flowers.
2. Direct the City Manager and City Attorney to finalize and execute the Declaration of Land Use Restrictive Covenants (Affordable Housing Agreement) with Ojai Bungalows LP, associated with the two deed-restricted units within the Cottages Among the Flowers site and cause it to be recorded in the Official Records of Ventura County (Attachment A).
3. Direct the City Manager to negotiate and execute a formal Professional Services Agreement with Area Housing Authority of the County of Ventura. The proposal from Area Housing Authority includes performing third party services to income qualify households for deed-restricted affordable housing

units. The Area Housing Authority proposal for third-party services is Attachment B.

4. Direct the Community Development Director to establish a reporting schedule and compliance format associated with those households which are income qualified to reside within the deed-restricted units.

MOTION: It was moved by Mayor Gilman, seconded by Council Member Rule, to accept rental agreement as written – authorizing Item 13 Recommendations No. 2 , 3 (selecting scenario 2), and 4, and direct staff to work with Help of Ojai concerning additional services available.

The motion carried unanimously.

14. Ad Hoc Committee Formation for Community Land Trust *(City Council Direction)*

RECOMMENDATION: Select two (2) City Council Members to form an ad hoc committee for a six-month term.

MOTION: It was moved by Council Member Lang, seconded by Council Member Rule, to select Council Member Whitman and Mayor Gilman to serve on the Ad Hoc Committee for Community Land Trust six-month term.

The motion carried unanimously.

15. Concept Review - Building Code Options Return *(City Council Direction)*

RECOMMENDATION: Receive the information and presentation by Staff, ask clarifying questions and consider providing additional direction on alternative building code options for local amendments to the building code.

MOTION: It was moved by Council Member Lang, seconded by Mayor Gilman, to direct staff to return with concept review of local building code amendments addressing fire hardening and a list of options for consideration.

The motion carried unanimously.

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS

Council Member Whitman and Mayor Gilman requested a concept review of ember screen requirements during real estate transactions.

ADJOURNMENT
Mayor Gilman adjourned the meeting at 10:00 p.m.

_____
Weston Montgomery, Chief Deputy City Clerk
Approved:

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**
Leah Palmer, Acting Finance Director

MEETING DATE: **August 11, 2026**

SUBJECT: **City of Ojai Warrants for June 22, 2026 – July 26, 2026**

RECOMMENDATION
Receive and file.

DISCUSSION
Disbursement Warrant Check Numbers: 80861-81050
Payroll Warrant Check Numbers: 38402-38425
Number of Direct Deposits: 220

City of Ojai Disbursement Warrants for General Fund and Special Revenue Funds		$ 4,037,004.47
Payroll – June 25, July 09, & July 23, 2026		421,605.64
	Total	$ 4,458,610.11

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
80861	**Agromin** Organic Compost for City Parks	06/25/2026	1,383.54
80862	**Alta Planning & Design** May 2026 Bicycle & Pedestrian Safety Project	06/25/2026	972.80
80863	**AT&T** May 2026 Telephone	06/25/2026	258.35
80864	**BKS Law Firm, PC** May 2026 Common Interest & Ventura Watershed Litigation	06/25/2026	20,292.97
80865	**CA Dept of Justice** May 2026 Fingerprinting Fees	06/25/2026	128.00
80866	**Canon Financial Services, Inc.** June 2026 Copy Machine Lease	06/25/2026	828.14
80867	**Capital Industrial Medical Supply Co** First Aid Supplies for City Hall	06/25/2026	231.82
80868	**Casitas Municipal Water District** April 2026 Water	06/25/2026	7,341.60
80869	**Complete Paperless Solutions LLC** February 2026 Records Management Upgrade & New Software Conversion	06/25/2026	26,000.00
80870	**County of Ventura** June 2026 Monthly Rent for Soule Park Pickleball Courts	06/25/2026	515.00
80871	**Delta Liquid Energy** June 2026 Trolley Fuel	06/25/2026	1,796.79
80872	**Fillmore Area Transit Corporation** May 2026 Trolley Driver Services	06/25/2026	4,732.00
80873	**Mark Cranes Tree Inc** June 2026 Tree Pruning Services	06/25/2026	16,400.00
80874	**Norma Cervantes** Employee Reimbursement	06/25/2026	662.40
80875	**Ojai Auto Supply** June 2026 Supplies for Trolley Maintenance	06/25/2026	2,719.62

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
80876	**Ojai Valley Fire Safe Council, Inc.** Fire Safe Grant	06/25/2026	28,951.88
80877	**Ojai Valley News** June 2026 Display Ads	06/25/2026	957.39
80878	**Olivarez Madruga Law Organization, LLP** May 2026 TOT Attorney Fee	06/25/2026	20,266.83
80879	**Rincon Consultants Inc** Jan-May 2026 Professional Fees Ojai Permanent Supportive Housing Project	06/25/2026	32,277.45
80880	**Secural Security Corporation** June 2026 City Unhoused Security	06/25/2026	6,228.32
80881	**StoreRite** July 2026 Monthly Storage Rental - Records Retention	06/25/2026	182.75
80882	**Timothy Kresge Debra Kresge** June 2026 PW Crew Room Flooring Project	06/25/2026	4,633.52
80883	**Tripepi Smith and Associates, Inc.** June 2026 Monthly Communication Retainer	06/25/2026	10,800.00
80884	**County of Ventura** PW Truck Repair	06/25/2026	961.11
80885	**Ventura County Sheriff's Dept** May 2026 Patrol & Traffic Services	06/25/2026	327,906.67
80886	**Ventura Overhead Door** PW Maintenance Bay Door Replacement	06/25/2026	19,190.00
80887	**Ventura Urgent Care Center** April & May 2026 Pre-Employment Physicals	06/25/2026	303.00
80888	**Verizon Wireless** May 2026 City Cell Phones - Public Safety	06/25/2026	72.70
80889	**AllConnected, Inc.** Annual IT Windows Server Core License	07/01/2026	680.00
80890	**Bennie K. Enterprises Inc** June 2026 Portable Restroom for Libbey Bowl Event	07/01/2026	4,110.00

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
80891	**California State Disbursement Unit** June 2026 Payroll Expense	07/01/2026	82.15
80892	**Colonial Life & Accident Ins** June 2026 Payroll Expense	07/01/2026	692.58
80893	**County of Ventura** December 2025 Monthly Rent for Soule Park Pickleball Court	07/01/2026	515.00
80894	**David Hauptman CO.; INC** Field Marking Paint for Sarzotti Park	07/01/2026	472.23
80895	**Dispensing Technology** June 2026 Supplies for Street Maintenance	07/01/2026	2,702.49
80896	**Emmanuel A Mendez** June 2026 City Transit Wash	07/01/2026	2,250.00
80897	**Firestick Pottery** Recreation Class- Pottery	07/01/2026	406.00
80898	**Franchise Tax Board** June 2026 Payroll Expense	07/01/2026	100.00
80899	**Glenda C Mahon** CPR & First Aid Training	07/01/2026	420.00
80900	**Greater Goods Ojai** January 2026 Arts Grant Reissue	07/01/2026	2,500.00
80901	**Greg Rents** June 2026 PW Equipment Rental	07/01/2026	428.67
80902	**E.J. Harrison & Sons** May 2026 Rolloff Dumpster Rental	07/01/2026	64.01
80903	**Bernie Heckenlively** Refund for Canceled Recreation Class	07/01/2026	50.00
80904	**Kelly Cleaning & Supplies, Inc.** April & June 2026 Janitorial Services for City Parks	07/01/2026	5,073.75
80905	**Lincoln National Life Insurance Co** June 2026 Payroll Expense	07/01/2026	2,681.22

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
80906	**Marco Alarcon** 4th of July DJ Services	07/01/2026	300.00
80907	**Meiners Oaks Hardware** Supplies for Citywide Maintenance	07/01/2026	369.81
80908	**Metropolitan Life Insurance Company** June 2026 Payroll Expense	07/01/2026	4,448.90
80909	**Juan Morales** Employee Reimbursement	07/01/2026	366.75
80910	**Ojai Auto Supply** June 2026 Supplies for General Maintenance	07/01/2026	1.72
80911	**Ojai Independence Day Committee** Recreation Dept 4th of July Parade Participation Fee	07/01/2026	30.00
80912	**Ojai True Value Hardware** Supplies for Citywide Maintenance	07/01/2026	16.05
80913	**Owl Towing & Storage, Inc.** June 2026 Trolley Towing Service	07/01/2026	550.00
80914	**Poway Gymnastics** Gymnastics Equipment for Recreation Dept	07/01/2026	12,516.21
80915	**Prudential Overall Supply** Public Works Cleaning Supplies & Clothing Allowance	07/01/2026	392.09
80916	**Sinclair Sanitary Supply, Inc.** Cleaning Supplies for Citywide Maintenance	07/01/2026	260.58
80917	**Timothy Kresge Debra Kresge** Recreation Department Stage Hardwood Repair	07/01/2026	250.00
80918	**Tyco Integrated Security, LLC** July - September 2026 City Hall Alarm Services	07/01/2026	897.27
80919	**VC Fusion Soccer** Recreation Class- Soccer	07/01/2026	1,305.94
80920	**Ventura Signs & Screen Printing** June 2026 Banner for Nordhoff Pool Opening	07/01/2026	150.85

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Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
80921	**Katya Welborn** Recreation Class- Tennis & Summer Tennis Camp	07/01/2026	5,265.00
80922	**Westridge Market Inc** June 2026 Supplies for Public Works	07/01/2026	16.98
80923	**AllConnected, Inc.** June 2026 Monthly IT Support	07/09/2026	6,329.70
80924	**AT&T** June 2026 Telephone	07/09/2026	32.14
80925	**Ben Harvey** Employee Reimbursement	07/09/2026	405.34
80926	**County of Ventura Public Works Agency** April 2026 Hazardous Waste Program Event	07/09/2026	303.50
80927	**Custom Printing** Summer 2026 Newsletter	07/09/2026	3,252.90
80928	**Delta Liquid Energy** June & July 2026 Trolley Fuel	07/09/2026	1,194.61
80929	**EideBailly LLP** June 2026 Accounting Services	07/09/2026	3,586.75
80930	**Emmanuel A Mendez** July 2026 City Transit Wash	07/09/2026	750.00
80931	**Envision Ford Linc of Oxnard** June 2026 Supplies for Trolley Maintenance	07/09/2026	44.01
80932	**Fence Factory Rentals** July 2026 Temporary Fence Rental for City Unhoused	07/09/2026	753.08
80933	**Fillmore Area Transit Corporation** June 2026 Trolley Driver Services	07/09/2026	6,370.00
80934	**Full Circle Training Solutions** Public Records Act & Subpoenas Training	07/09/2026	259.00
80935	**Help of Ojai Inc.** June 2026 ADA Transportation Support	07/09/2026	4,500.00

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Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
80936	**Jeremy Henry** Reimbursement for Record of Survey	07/09/2026	616.50
80937	**Hinderliter, de Llamas & Associates** April - June 2026 Contract & Audit Service Sales Tax	07/09/2026	1,558.18
80938	**JMG Security Systems, Inc.** Security Equipment and Alarm Installation	07/09/2026	12,647.67
80939	**Jumping Joe's** Water Slides for July 4th Park Event	07/09/2026	675.00
80940	**LAFCO** FY26-27 State Apportionment of Net Cost	07/09/2026	4,656.00
80941	**Meiners Oaks Hardware** Supplies for Citywide Maintenance	07/09/2026	1,783.86
80942	**MV Cheng & Associates Inc.** June 2026 Finance Consulting Services	07/09/2026	4,025.00
80943	**National Graphics, LLC** Envelopes for City Hall	07/09/2026	473.67
80944	**Nusa Patricia Maal** Arts Commission Strategic Planning Facilitator	07/09/2026	2,500.00
80945	**Ojai Auto Supply** June 2026 Supplies for Trolley Maintenance	07/09/2026	301.61
80946	**Ojai Valley News** May & June 2026 Legal Ads	07/09/2026	674.50
80947	**Ojai Valley Sanitary District** July 2026 Sewer Services	07/09/2026	2,138.82
80948	**Phoenix Group Info Systems** May 2026 Parking Citations	07/09/2026	159.12
80949	**Prudential Overall Supply** Public Works Cleaning Supplies & Clothing Allowance	07/09/2026	129.25
80950	**Puretec Industrial Water** June 2026 Water Tank Rental	07/09/2026	146.43

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Check Summary By Check Number

Check No	Vendor Name		Check Date	Check Amount
80951	**Ready Refresh by Nestle**		07/09/2026	231.60
	April - July 2026 Drinking Water for City Departments			
80952	**Jan C. Scow**		07/09/2026	140.00
	June 2026 Tree Site Evaluation			
80953	**Sinclair Sanitary Supply, Inc.**		07/09/2026	2,574.45
	Supplies for Citywide Maintenance			
80954	**So Cal Gas**		07/09/2026	119.56
	June 2026 Gas			
80955	**Southern California Association of Governments**		07/09/2026	1,148.00
	July 2026 Membership Dues			
80956	**United Site Services Inc**		07/09/2026	1,356.71
	June 2026 Porta Potty Rentals for OTT			
80957	**Ventura Pest Management**		07/09/2026	149.00
	June 2026 Pest Control			
80958	**Ventura Signs & Screen Printing**		07/09/2026	1,239.67
	June & July 2026 City Logo Apparel for Rec and Finance			
80959	**Verizon Wireless**		07/09/2026	1,337.51
	May 2026 City Cell Phones - City Staff			
80960	**Katya Welborn**		07/09/2026	1,072.50
	Recreation Class- Tennis			
80961	**Kathleen Abasi**		07/16/2026	130.00
	Recreation Class- Weight Room			
80962	**Aleshire & Wynder LLP**		07/16/2026	99,122.74
	May 2026 Services			
	General Services	26,938.00		
	Finance	6,730.00		
	Special Projects	5,279.50		
	Labor & Employment	2,372.50		
	Planning	16,874.00		
	Public Works	2,454.50		
	Parks & Recreation	462.00		
	Encampment Resolution Grant Management	539.00		
	Housing	1,644.00		
	Becker Development	770.00		
	Real Property	4,620.00		
	Public Records	6,196.00		
	Litigation	24,243.24		

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Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
80963	**AllGood Driving School, Inc.** Recreation Class- Driver Education	07/16/2026	28.00
80964	**County of Ventura Behavioral Health Department** April - June 2026 Intensive Services Coordinator	07/16/2026	50,586.01
80965	**BKS Law Firm, PC** June 2026 Ventura Watershed Litigation	07/16/2026	1,245.00
80966	**Casitas Municipal Water District** May 2026 Water	07/16/2026	657.92
80967	**Catalina Industries Inc** June 2026 Paint Supplies for General Maintenance	07/16/2026	717.06
80968	**Christian Cubacub** Employee Reimbursement	07/16/2026	278.41
80969	**Max Dickenson** Recreation Class- Weight Room	07/16/2026	1,105.00
80970	**Eleanor Fishburn** June 2026 Cultural Resource Monitoring	07/16/2026	4,118.25
80971	**Darrell Gooden** Recreation Class- Kung Fu	07/16/2026	676.00
80972	**Historic Resources Group LLC** May 2026 Historic Resources Inventory Update	07/16/2026	4,402.38
80973	**Johannes M Pouw** Recreation Class- Flag Football	07/16/2026	1,236.79
80974	**Kelly Cleaning & Supplies, Inc.** June 2026 Janitorial Services	07/16/2026	725.00
80975	**Mark Cranes Tree Inc** June 2026 Tree Trimming & Removal	07/16/2026	9,400.00
80976	**Ojai Auto Supply** June 2026 Supplies for Trolley Maintenance	07/16/2026	623.18
80977	**Ojai Lumber Company Inc** Supplies for Citywide Maintenance	07/16/2026	988.64

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Check No	Vendor Name	Check Date	Check Amount
80978	**Ojai Music Festival** Recreation Class- Bravo Music and Arts	07/16/2026	4,280.25
80979	**Ojai Valley Chamber of Commerce** May & June 2026 Professional Services Agreement	07/16/2026	13,651.42
80980	**Secural Security Corporation** June 2026 City Unhoused Security	07/16/2026	9,565.04
80981	**Myron "Doojie" Seliger** May & June 2026 Libbey Bowl Operations	07/16/2026	1,000.00
80982	**Sinclair Sanitary Supply, Inc.** Supplies for Citywide Maintenance	07/16/2026	834.82
80983	**Solid Waste Solutions Inc.** June 2026 Cal Recycle Program	07/16/2026	2,298.45
80984	**Southern CA Edison** June 2026 Electricity	07/16/2026	9,355.60
80985	**Springbrook Holding Company, LLC** May 2026 Standard Professional Services	07/16/2026	2,375.00
80986	**Starlight Dance Academy** Recreation Class- Ballet & Jazz	07/16/2026	649.60
80987	**Timothy Kresge Debra Kresge** Flooring Project at Libbey Bowl	07/16/2026	3,368.75
80988	**Tripepi Smith and Associates, Inc.** May 2026 Monthly Retainer for Communications	07/16/2026	8,800.00
80989	**Ventura County Library Servc** April - June 2026 Ojai Library Services Agreement	07/16/2026	26,500.00
80990	**Ventura County Sheriff's Dept** June 2026 Patrol & Traffic Services and Hi-Tech Task Force Cost Share	07/16/2026	333,398.73
80991	**Ventura Urgent Care Center** June 2026 Pre-Employment Physical	07/16/2026	30.00
80992	**Westridge Market Inc** June 2026 Supplies for Council Meetings and City Unhoused	07/16/2026	344.60

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Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
80993	**Witherspoon Industries Inc** June 2026 City Unhoused Storage	07/16/2026	90.00
80994	**AllConnected, Inc.** Microsoft 365 Annual Licensing Fee	07/16/2026	1,245.33
80995	**Association of Water Agencies of Ventura County** 2026 Annual Membership Dues	07/16/2026	1,733.00
80996	**Catalina Industries Inc** July 2026 Paint Supplies for Building Maintenance	07/16/2026	356.84
80997	**CoStar Realty Information Inc** July 2026 CDD Software Program	07/16/2026	1,032.00
80998	**Flycast Partners, Inc.** Annual IT Software Subscription	07/16/2026	3,564.00
80999	**Grant Writing USA** Grant Management Course	07/16/2026	625.00
81000	**Johannes M Pouw** Recreation Class- Golf	07/16/2026	1,190.80
81001	**Jumping Joe's** Wet Slide for Recreation Day Camp	07/16/2026	360.00
81002	**Kelly Cleaning & Supplies, Inc.** July 2026 Janitorial Services	07/16/2026	3,359.33
81003	**Meiners Oaks Hardware** Supplies for Citywide Maintenance	07/16/2026	170.93
81004	**Ojai Auto Supply** July 2026 Supplies for Trolley Maintenance	07/16/2026	116.14
81005	**Ojai Lumber Company Inc** Supplies for Citywide Maintenance	07/16/2026	92.60
81006	**Ojai Valley News** July 2026 Legal Ad	07/16/2026	399.00
81007	**Prudential Overall Supply** Public Works Cleaning Supplies & Clothing Allowance	07/16/2026	137.30

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Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
81008	**Jan C. Scow** July 2026 Tree Site Evaluation	07/16/2026	210.00
81009	**SSD Systems** July 2026 Libbey Bowl Fire & Burglar Alarm Service and Fee	07/16/2026	324.15
81010	**Timothy Kresge Debra Kresge** Flooring Project at Rec Snack Bar	07/16/2026	2,718.54
81011	**Tripepi Smith and Associates, Inc.** State of the City Production Project	07/16/2026	17,910.00
81012	**72 Hour LLC** Purchase of New Truck for Public Works	07/23/2026	56,185.74
81013	**AllConnected, Inc.** July 2026 Monthly IT Support	07/23/2026	6,695.90
81014	**California Governor's Office of Emergency Services** Refund for Federal & CDAA Grant	07/23/2026	253.03
81015	**Canon Financial Services, Inc.** July 2026 Copy Machine Lease	07/23/2026	996.42
81016	**Disability Access Consultants LLC** Annual Software License Subscription	07/23/2026	2,000.00
81017	**Envision Ford Linc of Oxnard** July 2026 Supplies for Trolley Maintenance	07/23/2026	60.80
81018	**Fence Factory Rentals** July 2026 Temporary Fence Rental for City Unhoused	07/23/2026	288.00
81019	**Kelly Cleaning & Supplies, Inc.** July 2026 Janitorial Services	07/23/2026	5,018.75
81020	**Liebert Cassidy Whitmore** Employment Relations Consortium Membership	07/23/2026	5,280.00
81021	**National Graphics, LLC** July 2026 Daily Vehicle Inspection Forms	07/23/2026	1,681.82
81022	**Secural Security Corporation** July 2026 City Unhoused Security	07/23/2026	11,233.52

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Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
81023	**SSD Systems** August 2026 Libbey Bowl Fire & Burglar Alarm Services	07/23/2026	321.32
81024	**StoreRite** August 2026 Monthly Storage Rental	07/23/2026	182.75
81025	**Westridge Market Inc** July 2026 Supplies for City Department Meeting	07/23/2026	15.48
81026	**AT&T** June 2026 Telephone	07/23/2026	256.01
81027	**BKS Law Firm, PC** June 2026 Common Interest & Ventura Watershed Litigation	07/23/2026	35,095.53
81028	**California State Disbursement Unit** July 2026 Payroll Expense	07/23/2026	82.15
81029	**Casitas Municipal Water District** May 2026 Water	07/23/2026	8,682.59
81030	**Christy Billings** Employee Reimbursement	07/23/2026	302.34
81031	**Data Ticket, Inc.** March - May 2026 Parking Citation Fees	07/23/2026	1,174.51
81032	**Devil Mountain Wholesale Nursery LLC** Trees for Street Planting	07/23/2026	284.19
81033	**Eleanor Fishburn** June 2026 Cultural Resource Monitoring	07/23/2026	807.50
81034	**Fence Factory Rentals** June 2026 Temporary Fence Rental for City Unhoused	07/23/2026	1,376.08
81035	**Franchise Tax Board** July 2026 Payroll Expense	07/23/2026	100.00
81036	**Green Thumb Int'l** June 2026 Supplies for General Maintenance	07/23/2026	5,301.27
81037	**Help of Ojai Inc.** April - June 2026 City Unhoused Rapid Re-Housing Program Assistance	07/23/2026	2,788.00

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Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
81038	**Jordan Kear** June 2026 Ventura Watershed Litigation Support	07/23/2026	455.00
81039	**Ojai Valley Fire Safe Council, Inc.** Fire Safe Grant	07/23/2026	28,951.88
81040	**Ojai Valley News** May 2026 Display Ad	07/23/2026	812.87
81041	**Michele Perrault** Reimbursement for Building Permit	07/23/2026	248.00
81042	**Rogers, Anderson, Malody & Scott, LLC** Progress Billing for FY24-25 Audit Services	07/23/2026	12,000.00
81043	**Jan C. Scow** June 2026 Tree Site Evaluation	07/23/2026	1,576.80
81044	**Southern CA Edison** June 2026 Electricity	07/23/2026	21,932.02
81045	**John Starbird** Reimbursement for Appeal Application	07/23/2026	300.00
81046	**StoreRite** June 2026 Shred at City Hall	07/23/2026	40.00
81047	**Ventura County Sheriff's Dept** April - June 2026 Crisis Intervention Team Program	07/23/2026	970.16
81048	**Ventura Regional Sanitation District** June 2026 Storm Drain Cleaning & Inspections	07/23/2026	4,012.96
81049	**Verizon Wireless** June 2026 City Cell Phones	07/23/2026	1,113.82
81050	**Witherspoon Industries Inc** January & May 2026 City Unhoused Storage	07/23/2026	190.00
ACH	**CalPERS Retirement ACH** June 2026 Payroll Expense	06/22/2026	208.57
ACH	**Ameriflex: Claims ACH** June 2026 Payroll Expense	06/23/2026	617.86

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Check Summary By Check Number

Check No	Vendor Name		Check Date	Check Amount
ACH	**Health and Human Resource Center Inc**		06/25/2026	143.64
	June 2026 Payroll Expense			
ACH	**Charter Communications Holdings, LLC**		06/25/2026	104.00
	June 2026 Spectrum Enterprise TV for City Council Meetings			
ACH	**J & H Engineering**		06/25/2026	129,057.50
	May 2026 Pavement Rehabilitation Project			
ACH	**Phoenix Civil Engineering, Inc.**		06/25/2026	3,921.50
	May 2026 Gym Structural Design & Street Beacon Design			
ACH	**Colantuono, Highsmith & Whatley, PC**		06/25/2026	12,729.00
	April & May 2026 Services			
	Special Projects	276.50		
	Encampment Resolution Grant Management	11,455.00		
	Criminal Code Enforcement	360.00		
	Tax & Assessments Advice	592.50		
	Miscellaneous Litigation	45.00		
ACH	**Pax Environmental Inc**		06/25/2026	214.50
	May 2026 On-Call Arborist Services			
ACH	**Christopher Reno**		06/25/2026	2,900.00
	June 2026 Trolley Repairs			
ACH	**Amazon.com/Sales, Inc**		06/26/2026	2,768.69
	June 2026 Miscellaneous Supplies			
ACH	**IRS ACH**		06/26/2026	15,026.72
	June 2026 Payroll Expense			
ACH	**EDD ACH**		06/26/2026	6,512.59
	June 2026 Payroll Expense			
ACH	**Mission Square RHS ACH**		06/26/2026	22,374.00
	June 2026 Retiree Health Savings			
ACH	**IRS ACH**		06/26/2026	43,590.22
	June 2026 Payroll Expense			
ACH	**Mission Square 457 ACH**		06/26/2026	14,032.90
	June 2026 Payroll Expense			

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Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
ACH	**EDD ACH** June 2026 Payroll Expense	06/26/2026	2,934.25
ACH	**CalPERS Retirement ACH** June 2026 Payroll Expense	06/29/2026	27,331.94
ACH	**Chevron** May 2026 Fuel	07/02/2026	2,110.05
ACH	**The Webstaurant Store, Inc.** Recreation Snack Bar Oven & Flat Top Replacement	07/02/2026	9,978.54
ACH	**Christopher Reno** June 2026 Trolley Repairs	07/02/2026	5,400.00
ACH	**CalPERS Health ACH** June 2026 Payroll Expense	07/02/2026	81,617.29
ACH	**Amazon.com/Sales, Inc** June 2026 Miscellaneous Supplies	07/02/2026	20,512.24
ACH	**Ready Refresh by Nestle** July 2026 Drinking Water for City Departments	07/03/2026	57.90
ACH	**Ready Refresh by Nestle** July 2026 Drinking Water for City Departments	07/03/2026	115.81
ACH	**Ready Refresh by Nestle** July 2026 Drinking Water for City Departments	07/03/2026	165.13
ACH	**Ameriflex: Claims ACH** July 2026 Payroll Expense	07/07/2026	954.85
ACH	**Climatec LLC** Citywide Energy Infrastructure Modernization Project	07/09/2026	855,475.95
ACH	**Climatec LLC** Citywide Energy Infrastructure Modernization Project	07/09/2026	160,548.10
ACH	**Ameriflex: Claims ACH** July 2026 Payroll Expense	07/13/2026	763.89
ACH	**Amazon.com/Sales, Inc** July 2026 Miscellaneous Supplies	07/13/2026	1,896.83

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Check Summary By Check Number

Check No	Vendor Name		Check Date	Check Amount
ACH	**Ready Refresh by Nestle**		07/13/2026	82.56
	July 2026 Drinking Water for City Departments			
ACH	**Christopher Reno**		07/14/2026	2,777.00
	July 2026 Trolley Repairs			
ACH	**Amazon.com/Sales, Inc**		07/14/2026	507.09
	July 2026 Miscellaneous Supplies			
ACH	**Phoenix Civil Engineering, Inc.**		07/14/2026	74,527.80
	May 2026 Services			
	Ojai Storm Drain Project	1,624.00		
	Ojai Paving Project	72,903.80		
ACH	**Christopher Reno**		07/14/2026	2,225.00
	July 2026 Trolley Repairs			
ACH	**California JPIA**		07/14/2026	501,181.00
	FY26-27 Workers Compensation & Liability Program			
ACH	**Amazon.com/Sales, Inc**		07/14/2026	52.50
	July 2026 Miscellaneous Supplies			
ACH	**U.S Bank National Association**		07/14/2026	33,011.88
	July 2026 Miscellaneous Supplies			
ACH	**IRS ACH**		07/14/2026	46,332.31
	July 2026 Payroll Expense			
ACH	**CalPERS Retirement ACH**		07/14/2026	26,510.12
	July 2026 Payroll Expense			
ACH	**EDD ACH**		07/14/2026	7,648.42
	July 2026 Payroll Expense			
ACH	**Mission Square 457 ACH**		07/15/2026	10,361.46
	July 2026 Payroll Expense			
ACH	**Ameriflex: Admin Fee ACH**		07/16/2026	120.00
	July 2026 Payroll Expense			

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Check Summary By Check Number

Check No	Vendor Name		Check Date	Check Amount
ACH	**Colantuono, Highsmith & Whatley, PC**		07/17/2026	5,289.50
	June 2026 Services			
	Special Projects	39.50		
	Labor & Employment	276.50		
	Criminal Code Enforcement	43.00		
	Miscellaneous Litigation	217.00		
	Encampment Resolution Grant Management	474.00		
	Ojai Mountain Farms	4,239.50		
ACH	**California JPIA**		07/17/2026	122,249.00
	FY26-27 Property Insurance			
ACH	**Amazon.com/Sales, Inc**		07/17/2026	2,380.88
	July 2026 Miscellaneous Supplies			
ACH	**Christopher Reno**		07/17/2026	5,125.00
	July 2026 Trolley Repairs			
ACH	**Pax Environmental Inc**		07/17/2026	2,384.75
	June 2026 On-Call Arborist Services			
ACH	**Willdan Engineering**		07/17/2026	2,417.00
	May 2026 Plan Checking Services			
	Project 1025.001 402 Bryant Street	227.00		
	Project 1028.001 320 Bryant Street	2,190.00		
ACH	**Phoenix Civil Engineering, Inc.**		07/17/2026	1,183.50
	June 2026 Services			
	Pedestrian & Bike Safety Project	877.50		
	Ojai Storm Drains Project	204.00		
	Street Beacon Design	102.00		
ACH	**Ameriflex: Claims ACH**		07/20/2026	40.00
	July 2026 Payroll Expense			
ACH	**Mission Square 457 ACH**		07/24/2026	11,048.08
	July 2026 Payroll Expense			
ACH	**Christopher Reno**		07/24/2026	2,750.00
	July 2026 Trolley Repairs			
ACH	**Amazon.com/Sales, Inc**		07/24/2026	1,546.51
	July 2026 Miscellaneous Supplies			

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Check Summary By Check Number

Check No	Vendor Name		Check Date	Check Amount
ACH	**Phoenix Civil Engineering, Inc.**		07/24/2026	169,362.94
	June 2026 Services			
	Ojai Paving Project	158,477.94		
	Arbolada Striping & Signage	10,885.00		
ACH	**Amazon.com/Sales, Inc**		07/24/2026	141.16
	July 2026 Miscellaneous Supplies			
ACH	**Willdan Engineering**		07/24/2026	55,119.20
	April 2026 Services			
	Ojai Code Enforcement	12,180.00		
	Building & Safety Plan Checking Services	7,442.50		
	Ojai Staff Augmentation	10,691.70		
	May 2026 Services			
	Ojai Code Enforcement	11,900.00		
	Ojai Staff Augmentation	11,025.00		
	Project 1013.001 216 Park Avenue	113.50		
	Project 1020.001 408 N Montgomery Drive	177.00		
	Project 1021.001 107 N Ventura & 103 W Matilij	851.50		
	Project 1027.001 505 E Aliso Street	738.00		
ACH	**Mission Square RHS ACH**		07/24/2026	22,374.00
	July 2026 Retiree Health Savings			
				4,037,004.47
ACH	**Payroll**			
	Pay Period 6/8/2026-6/21/2026		06/25/2026	158,554.98
ACH	**Payroll**			
	Pay Period 6/22/2026-7/5/2026		07/09/2026	125,471.48
ACH	**Payroll**			
	Pay Period 7/6/2026-7/19/2026		07/23/2026	137,579.18
		Wire & Paper Check Total		**421,605.64**
			Grand Total	**$ 4,458,610.11**

City of Ojai

Disbursement by Category

Category	Amount
Advertisement	**2,843.76**
Ojai Valley News	2,843.76
Lease and Rentals	**13,098.04**
Bennie K. Enterprises Inc	4,110.00
Canon Financial Services, Inc.	1,824.56
County of Ventura	1,030.00
E.J. Harrison & Sons	64.01
Fence Factory Rentals	2,417.16
Greg Rents	428.67
Jumping Joe's	1,035.00
Puretec Industrial Water	146.43
StoreRite	405.50
United Site Services Inc	1,356.71
Witherspoon Industries Inc	280.00
Legal	**194,041.57**
Aleshire & Wynder LLP	99,122.74
BKS Law Firm, PC	56,633.50
Colantuono, Highsmith & Whatley, PC	18,018.50
Olivarez Madruga Law Organization, LLP	20,266.83
Payroll and Benefits	**770,335.75**
Ameriflex: Admin Fee ACH	120.00
Ameriflex: Claims ACH	2,376.60
California State Disbursement Unit	164.30
CalPERS Health ACH	81,617.29
CalPERS Retirement ACH	54,050.63
Colonial Life & Accident Ins	692.58
EDD ACH	17,095.26
Franchise Tax Board	200.00
Health and Human Resource Center Inc	143.64
IRS ACH	104,949.25
Lincoln National Life Insurance Co	2,681.22
Metropolitan Life Insurance Company	4,448.90
Mission Square 457 ACH	35,442.44
Mission Square RHS ACH	44,748.00
Pay Period 6/8/2026-7/19/2026	421,605.64
Professional/Contract Services	**3,182,305.97**
Agromin	1,383.54
Alta Planning & Design	972.80
Association of Water Agencies of Ventura County	1,733.00
CA Dept of Justice	128.00
California JPIA	623,430.00

Christopher Reno	21,177.00
Climatec LLC	1,016,024.05
County of Ventura	961.11
County of Ventura Behavioral Health Department	50,586.01
County of Ventura Public Works Agency	303.50
Data Ticket, Inc.	1,174.51
EideBailly LLP	3,586.75
Eleanor Fishburn	4,925.75
Emmanuel A Mendez	3,000.00
Fillmore Area Transit Corporation	11,102.00
Full Circle Training Solutions	259.00
Glenda C Mahon	420.00
Grant Writing USA	625.00
Greater Goods Ojai	2,500.00
Help of Ojai Inc.	7,288.00
Hinderliter, de Llamas & Associates	1,558.18
Historic Resources Group LLC	4,402.38
J & H Engineering	129,057.50
Jan C. Scow	1,926.80
JMG Security Systems, Inc.	12,647.67
Jordan Kear	455.00
Kelly Cleaning & Supplies, Inc.	14,176.83
LAFCO	4,656.00
Liebert Cassidy Whitmore	5,280.00
Marco Alarcon	300.00
Mark Cranes Tree Inc	25,800.00
MV Cheng & Associates Inc.	4,025.00
Myron "Doojie" Seliger	1,000.00
Nusa Patricia Maal	2,500.00
Ojai Independence Day Committee	30.00
Ojai Music Festival	4,280.25
Ojai Valley Chamber of Commerce	13,651.42
Ojai Valley Fire Safe Council, Inc.	57,903.76
Owl Towing & Storage, Inc.	550.00
Pax Environmental Inc	2,599.25
Phoenix Civil Engineering, Inc.	248,995.74
Phoenix Group Info Systems	159.12
Rincon Consultants Inc	32,277.45
Rogers, Anderson, Malody & Scott, LLC	12,000.00
Secural Security Corporation	27,026.88
Solid Waste Solutions Inc.	2,298.45
Southern California Association of Governments	1,148.00
SSD Systems	645.47
Timothy Kresge Debra Kresge	10,970.81

Tripepi Smith and Associates, Inc.	37,510.00
Tyco Integrated Security, LLC	897.27
Ventura County Library Servc	26,500.00
Ventura County Sheriff's Dept	662,275.56
Ventura Overhead Door	19,190.00
Ventura Pest Management	149.00
Ventura Regional Sanitation District	4,012.96
Ventura Urgent Care Center	333.00
Willdan Engineering	57,536.20
Recreation Classes	**13,065.63**
AllGood Driving School, Inc.	28.00
Darrell Gooden	676.00
Firestick Pottery	406.00
Johannes M Pouw	2,427.59
Kathleen Abasi	130.00
Katya Welborn	6,337.50
Max Dickenson	1,105.00
Starlight Dance Academy	649.60
VC Fusion Soccer	1,305.94
Reimbursement and Refunds	**3,482.77**
Ben Harvey	405.34
Bernie Heckenlively	50.00
California Governor's Office of Emergency Services	253.03
Christian Cubacub	278.41
Christy Billings	302.34
Jeremy Henry	616.50
John Starbird	300.00
Juan Morales	366.75
Michele Perrault	248.00
Norma Cervantes	662.40
Subscription and Software	**49,921.93**
AllConnected, Inc.	14,950.93
Complete Paperless Solutions LLC	26,000.00
CoStar Realty Information Inc	1,032.00
Disability Access Consultants LLC	2,000.00
Flycast Partners, Inc.	3,564.00
Springbrook Holding Company, LLC	2,375.00
Supplies	**174,002.00**
72 Hour LLC	56,185.74
Amazon.com/Sales, Inc	29,805.90
Capital Industrial Medical Supply Co	231.82
Catalina Industries Inc	1,073.90
Custom Printing	3,252.90
David Hauptman CO.; INC	472.23

Delta Liquid Energy	2,991.40
Devil Mountain Wholesale Nursery LLC	284.19
Dispensing Technology	2,702.49
Envision Ford Linc of Oxnard	104.81
Green Thumb Int'l	5,301.27
Meiners Oaks Hardware	2,324.60
National Graphics, LLC	2,155.49
Ojai Auto Supply	3,762.27
Ojai Lumber Company Inc	1,081.24
Ojai True Value Hardware	16.05
Poway Gymnastics	12,516.21
Prudential Overall Supply	658.64
Ready Refresh by Nestle	653.00
Sinclair Sanitary Supply, Inc.	3,669.85
The Webstaurant Store, Inc.	9,978.54
U.S Bank National Association	33,011.88
Ventura Signs & Screen Printing	1,390.52
Westridge Market Inc	377.06
Utilities	**55,512.69**
AT&T	546.50
Casitas Municipal Water District	16,682.11
Charter Communications Holdings, LLC	104.00
Chevron	2,110.05
Ojai Valley Sanitary District	2,138.82
So Cal Gas	119.56
Southern CA Edison	31,287.62
Verizon Wireless	2,524.03
Grand Total	**4,458,610.11**

Warrant Register for the Meeting Date August 11, 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.

_____

Leah Palmer, Acting Finance Director

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**
Steve Olsen, City Treasurer
Brenda Cho, Finance Director

MEETING DATE: **August 11, 2026**

SUBJECT: **Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of June 30, 2026**

RECOMMENDATION
Receive and file.

DISCUSSION
The City Treasurer has evaluated the City's investments and has formalized an investment plan working with the investments authorized by the Statement of Investment Policy, which was adopted by City Council in June 2025. The investment plan was developed with the intent of lengthening the duration and yield of the portfolio, while providing comparative benchmarks and protecting the City's funds. The focus of our investment strategy is Safety, Liquidity, and Yield.

The following is a summary of key information on the City's cash and investments. Please see Exhibit A for more detailed information and discussion.

Cash & Investments	Amounts	Yield %	Interest-to-Date 6/30/2026
Cash in Bank			
MBS Cash	$ 511,944	0.00%	
Wells Fargo Sweep	$ 2,406,422	3.51%	$ 88,394
Wells Fargo Section 125	$ 24,701	0.00%	
Investment Accounts			
LAIF	$ 28,147,178	3.82%	$ 924,881
MBS Certificate of Deposits	$ 10,363,920	3.49%	$ 426,462
Total Cash & Investments	**$ 41,454,165**	**3.67%**	**$ 1,439,737**

Change in Portfolio:

06-2026	$993,000	Withdrawals	MBS – CD redemptions (4)
06-2026	$1,000,000	Deposits	LAIF – State of California

The attached Treasurer's report for the month of June 2026 provides details of the investment plan and the City's cash and investment portfolio.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 8 - Financial Stability

OPTIONS

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

FISCAL IMPACT

There is no fiscal impact associated with this report.

Prepared by: Matthew Hutchins, Accountant II

ATTACHMENT(S)

Attachment A – Treasurer's Report
Exhibit A – Cash & Investment Summary

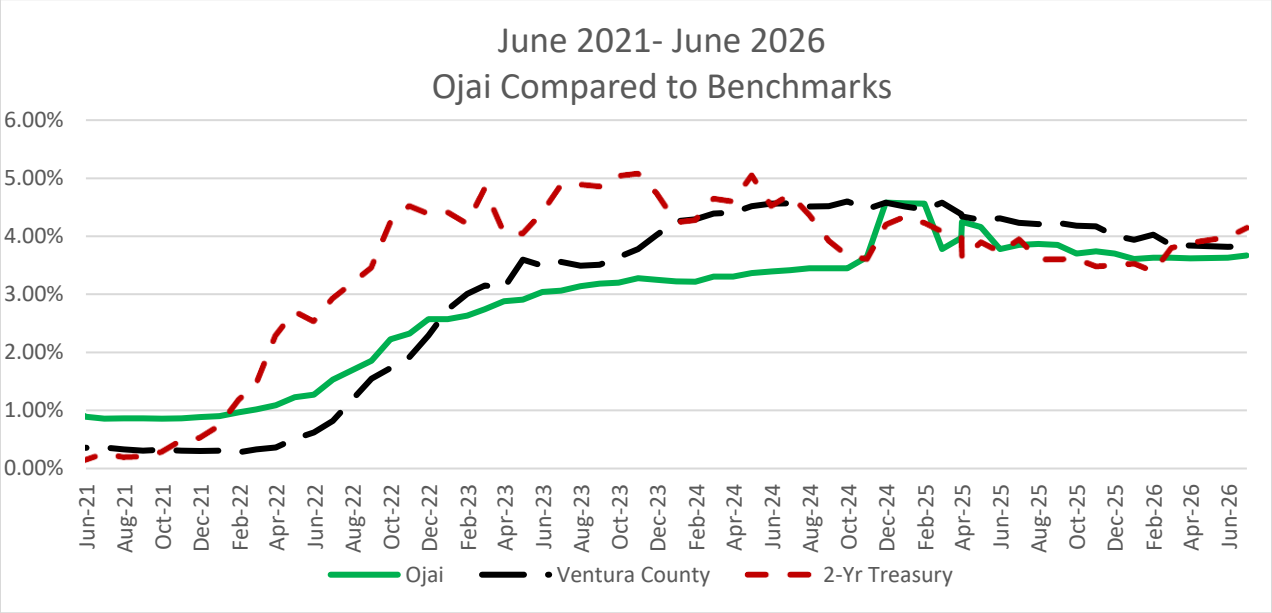
City of Ojai
Treasurer's Report for the Month of June 2026

The City Treasurer has evaluated the City's investments and has formalized an investment plan, which includes investments authorized by the Statement of Investment Policy, which was adopted by City Council in June 2025. The investment plan was developed within the framework of the three basic requirements for our investments:

1. Safety- Secure the City's principal that is invested,
2. Liquidity- provide sufficient cash flow for ongoing operations, and
3. Yield – obtain a reasonable rate of return on the City's investments.

Benchmarks

Benchmarks are used to measure how the City's portfolio is performing compared to other measures. Staff have chosen to compare the portfolio to two benchmarks: The County of Ventura Investment Pool and the US Government 2-yr Treasuries. Benchmarks may be changed if it is determined that a different benchmark would be more appropriate for the City's use. Historical information for the City's portfolio and the chosen benchmarks for the past five years is illustrated in the chart to the right. Historical information for the City's portfolio and the chosen benchmarks for the past five years is illustrated in the chart below.



The weighted average yield to maturity and the weighted average DTM for the City's investments portfolio on June 30, 2026, were 3.67% and 265 days. By comparison, the weighted average yield to maturity and the weighted average DTM for the County of Ventura portfolio were 3.83% and 285 days, and 2-yr Treasury were 4.14% and 720 days.

Impact of Market Changes on Investment Earnings and Values

Investments are purchased at par value and market interest rates may vary from the investment's actual current yield. Changes in the market value of investments result in **"unrealized gains or**

losses" on the investment. Increasing market interest rate environments generally result in an unrealized loss while decreasing market interest rates generally result in an unrealized gain. Unrealized gains and losses are temporary adjustments to the carrying value of the investment and do not become permanent unless the investment is sold prior to maturity. Governmental Accounting Standards Board Statement No. 31 (GASB 31) requires the City to adjust the value of investments to the market value in the annual financial statements. Because CDs are purchased with a fixed rate of interest until maturity and the temporary adjustments cumulatively net to zero by the time that the CDs mature, the GASB 31 adjustment can create significant distortions in revenues throughout the life of the CD.

Planned Investment Instruments

- **Certificates of deposit (CDs)** are purchased at par value and earn a constant rate of return throughout the life of the investment, regardless of the current market value of the investment. The CDs are fully insured by the federal government. The CDs may be sold prior to maturity at the current market value, which could result in a realized gain or loss on the sale; however, as the CDs move closer to maturity, the fixed interest rate will generally be higher than comparable investments with the same remaining term. Additionally, the interest earned over the life of the CD will generally offset any potential loss on the sale, thus protecting the City's principal. CDs are primarily subject to interest rate and reinvestment risk (see below).

- **The Local Agency Investment Pool** (LAIF) is a Local Government Investment Pool (LGIP) containing investments allowed by the California Government Code and administered by the California State Treasurer for local agencies to invest idle cash. LAIF funds may be accessed on the day that a withdrawal is requested and earn interest based upon the monthly yield of the pool. Interest is accrued monthly but is paid quarterly. These assets are primarily subject to credit risk (see below).

Credit, Interest Rate, and Reinvestment Risk

- **Credit risk** is the possibility that the deterioration in the underlying creditworthiness of an issuer will adversely affect the value of its outstanding bonds or that a bond issuer will fail to make timely payments of interest or principal on its outstanding bonds (default). A decline in a bond issuer's credit rating, or creditworthiness, may cause prices for its outstanding bonds to decline. Typically, the higher the credit risk, the higher the interest rate on the investment.

- **Interest rate risk** is the possibility that a fixed-rate investment will decline in value because of a rise in interest rates. Whenever investors buy securities that offer a fixed rate of return (such as CDs), they are exposing themselves to interest rate risk. In general, investment prices vary inversely with market interest rates. The change in the price of an investment depends on several factors, including its maturity date. In general, investments with longer maturities are more sensitive to changes in interest rates than investments with shorter maturities.

- **Reinvestment Risk** is the risk that falling interest rates will lead to a decline in cash flow from an investment when its principal and interest payments are reinvested at lower rates. In

a declining interest rate environment, investors who have investments maturing face the difficult task of investing the proceeds in instruments with equal or greater interest rates than the matured investment. As a result, they are often forced to purchase securities that do not provide the same level of income, unless they take on more credit or market risk and buy investments with lower credit ratings.

Changes to the Pooled Cash and Investment Portfolio

Action:

Transaction Date	Amount	Description	Maturity Date	Percent Yield
6/2/26				
	$246,000.00	MBS withdrawal – CD redemption	6/2/26	3.1%
6/17/26	$249,000.00	MBS withdrawal – CD redemption	6/17/26	0.6%
6/25/26	$1,000,000.00	Deposits – LAIF State of California	N/A	3.82%
6/30/26	$249,000.00	MBS withdrawal – CD redemption	6/30/26	0.8%
6/30/26	$249,000.00	MBS withdrawal – CD redemption	6/30/26	0.9%

Cash and Investment Balances

See Exhibit A for details on the cash and investment balances.

This report is presented pursuant to the City of Ojai's Investment Policy Resolution 25-25 adopted by the City Council on June 24, 2025. Staff estimate that there are sufficient funds available to meet the next 6 months' obligations.

CITY OF OJAI
TREASURER'S REPORT - CASH & INVESTMENT SUMMARY
June 30, 2026

	POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:		PAR VALUE	BOOK/ MARKET VALUE	PERCENT OF CITY CASH	MATURITY	AVERAGE DAYS TO MATURITY	YIELD 365 DAYS EQUIVALENT
	Operating Cash							
	Checking Accounts							
	Wells Fargo	Section 125	24,701	24,701	0.06%		1	0.00%
		Total	24,701	24,701	0.06%			
	Money Market							
	Wells Fargo (Sweep)	Sweep	2,385,185	2,406,422	5.81%		1	3.51%
	MBS (Cash)	Cash	511,944	511,944	1.24%		1	0.00%
		Total Operating Cash	2,897,129	2,918,366	7.04%			
	Invested Cash							
	Local Government Pools and Certificates of Deposit							
	Local Agency Investment Funds	Investment Pool	28,147,178	28,147,178	67.90%		220	3.82%
	Certificates of Deposit:							
89235MLD1	TOYOTA FINL SVGS BK	Certificate of Deposit	248,000.00	247,536	0.60%	7/22/2026	22	0.95%
33715LFU9	FIRST TECHNOLOGY FED	Certificate of Deposit	245,000.00	245,029	0.59%	9/25/2026	87	4.05%
74909LAD2	QUORUM FED CR UN PUR	Certificate of Deposit	249,000.00	249,092	0.60%	9/30/2026	92	4.15%
67054NAY9	NUMERICA CR UN	Certificate of Deposit	249,000.00	249,217	0.60%	9/30/2026	92	4.35%
098079BZ8	B1BANK BATON ROUGE	Certificate of Deposit	245,000.00	244,787	0.59%	9/30/2026	92	3.65%
32116QBS4	FIRST NATL BK MIDDLE	Certificate of Deposit	245,000.00	244,704	0.59%	9/30/2026	92	3.70%
97412MAL3	WINGS FINL CR UN	Certificate of Deposit	245,000.00	244,907	0.59%	10/21/2026	113	4.00%
03065AAY9	AMERICAS CR UN	Certificate of Deposit	248,000.00	247,903	0.60%	10/23/2026	115	3.85%
87165GJ86	SYNCHRONY BK RETAIL	Certificate of Deposit	248,000.00	245,453	0.59%	11/5/2026	128	1.10%
59013KQF6	MERRICK BK SOUTH	Certificate of Deposit	249,000.00	246,072	0.59%	11/30/2026	153	1.15%
70962LAY8	PENTAGON FEDERAL CR	Certificate of Deposit	249,000.00	245,746	0.59%	12/23/2026	176	1.25%
856285E31	STATE BK INDIA NEW	Certificate of Deposit	247,000.00	243,801	0.59%	1/21/2027	205	1.65%
25660BAL7	DOGWOOD ST BK	Certificate of Deposit	249,000.00	245,175	0.59%	1/28/2027	212	1.30%
31944MBP9	FIRST CAROLINA BK	Certificate of Deposit	249,000.00	245,175	0.59%	1/28/2027	212	1.30%
02357QAQ0	AMERANT BK NATL ASSN	Certificate of Deposit	248,000.00	244,332	0.59%	2/16/2027	231	1.60%
15721UEW5	CFBANK NATL ASSN	Certificate of Deposit	249,000.00	244,949	0.59%	2/17/2027	232	1.40%
14042TFE2	CAPITAL ONE BK USA	Certificate of Deposit	246,000.00	243,363	0.59%	4/6/2027	280	2.65%
14042RQU8	CAPITAL ONE NATL	Certificate of Deposit	246,000.00	243,619	0.59%	4/27/2027	301	2.90%
50625LBJ1	LAFAYETTE FED CR UN	Certificate of Deposit	245,000.00	243,175	0.59%	5/25/2027	329	3.25%
254673F76	CAPITAL ONE NATL	Certificate of Deposit	246,000.00	243,936	0.59%	6/1/2027	336	3.20%
32110YC86	FIRST NATL BK AMER	Certificate of Deposit	249,000.00	250,208	0.60%	7/26/2027	391	4.60%
61690UQ29	MORGAN STANLEY BK N	Certificate of Deposit	245,000.00	243,434	0.59%	8/4/2027	400	3.55%
19075JAB4	COBALT FED CR UN	Certificate of Deposit	245,000.00	243,412	0.59%	9/15/2027	442	3.60%
243594AR9	DECORAH BK & TR CO	Certificate of Deposit	249,000.00	245,703	0.59%	9/23/2027	450	3.70%
32026UYA8	FIRST FNDTN BK	Certificate of Deposit	244,000.00	245,562	0.59%	11/4/2027	492	4.70%
89786MAP9	TRUE SKY FED CR UN	Certificate of Deposit	249,000.00	248,811	0.60%	11/8/2027	496	4.10%
710275AK4	PEOPLES BK CO	Certificate of Deposit	249,000.00	247,952	0.60%	1/12/2028	561	3.90%
79772FAG1	SAN FRANCISCO FED CR	Certificate of Deposit	249,000.00	249,613	0.60%	2/3/2028	583	4.35%
530520AE5	LIBERTY FIRST CR UN	Certificate of Deposit	249,000.00	249,640	0.60%	2/3/2028	583	4.35%
011852AK6	ALASKA USA FED CR UN	Certificate of Deposit	248,000.00	250,671	0.61%	3/22/2028	631	4.85%
64017ABA1	NEIGHBORS FED CR UN	Certificate of Deposit	248,000.00	251,765	0.61%	7/26/2028	757	5.00%
89854LAD5	TTCU FED CR UN TULSA	Certificate of Deposit	248,000.00	251,765	0.61%	7/26/2028	757	5.00%
23204HQB7	CUSTOMERS BK	Certificate of Deposit	245,000.00	243,305	0.59%	8/15/2028	777	3.90%
52171MAL9	LEADERS CR UN	Certificate of Deposit	248,000.00	251,928	0.61%	8/30/2028	792	5.00%
291916AB0	EMPOWER FED CR UNION	Certificate of Deposit	248,000.00	252,551	0.61%	9/29/2028	822	5.10%
654062MK1	NICOLET NATL BK	Certificate of Deposit	249,000.00	246,527	0.60%	11/1/2028	855	3.80%
07181JBM5	BAXTER CR UN VERNON	Certificate of Deposit	249,000.00	248,151	0.60%	11/22/2028	876	4.10%
17783PAJ0	CITY FED CR UN	Certificate of Deposit	249,000.00	247,167	0.60%	1/12/2029	927	3.95%
577234DA2	MAUCH CHUNK TR CO	Certificate of Deposit	248,000.00	248,538	0.60%	2/28/2029	974	4.35%
07371DT23	BEAL BK USA LAS	Certificate of Deposit	244,000.00	246,782	0.60%	6/6/2029	1,072	4.70%
05765LBX4	BALBOA THRIFT & LN	Certificate of Deposit	249,000.00	248,395	0.60%	7/23/2029	1,119	4.20%
795451DM2	SALLIE MAE BK SALT	Certificate of Deposit	244,000.00	244,071	0.59%	7/24/2029	1,120	4.30%
	Total Certificates of Deposit		**10,390,000**	**10,363,920**	**25.00%**			
		Total	41,459,008	41,454,165	92.90%		265	**(A)** 0.0366935
		Total Pooled Operating Cash & Investments	**41,459,008**	**41,454,165**	**100.00%**			
		Total Pooled Cash & Investments	$ 41,459,008	$ 41,454,165	100.00%			

Rate includes 0.12% interest rate + 0.35% earnings credit

(B) Weighted Average days to maturity and yield for the invested cash

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **August 11, 2026**

SUBJECT: **Adoption of Ordinance No. 973 Suspending Certain Requirements Of Article 2 Of Chapter 3 Of Title 7 Of The Ojai Municipal Code ("Well Construction, Modification, And Demolition Standards") *(City Council Direction)***

RECOMMENDATION

Continue second reading of Ordinance No. 973 to the August 25, 2026, City Council meeting.

DISCUSSION

At the June 16, 2026, regular meeting, staff presented Ordinance No. 973 for first reading, proposing to repeal well permit regulations within the City. The original staff recommendation called for the full repeal of Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code ("Well Construction, Modification, and Demolition Standards") in its entirety. Following discussion, the City Council directed staff to return with a revised ordinance that would suspend the well permit requirements rather than permanently repeal them.

On July 14, 2026, Council introduced Ordinance No. 973 to suspend the well ordinance requirements. The primary rationale for the suspension is the elimination of duplicative regulatory oversight: the Ojai Basin Groundwater Management Agency (OBGMA) already possesses the statutory authority and technical expertise to oversee well permitting, monitoring, and inspection within the Ojai Valley, making the City's separate permitting and public hearing process redundant and burdensome for applicants.

A summary of the suspended requirements are as follows:

- Suspends the City's well permitting requirements under Article 2 of Chapter 3 of Title 7 of the Municipal Code, meaning no new City well permits will be required during the suspension period.

- Preserves the City's right to enforce any permits previously issued under the Well Permit Ordinance, and does not override any state, federal, OBGMA, or other

agency requirements.

- Establishes an indefinite suspension with no automatic expiration — the suspension remains in effect until the City Council acts by subsequent ordinance to rescind or repeal it.

- Requires a biennial review by City staff, who must report to the City Council at least every two years on OBGMA's regulatory activities, whether duplicative oversight still exists, and whether reinstatement, amendment, or permanent repeal should be considered.

- Reserves all municipal authority, expressly retaining the City's police powers and the City Council's right to amend, reinstate, replace, or repeal the Well Permit Ordinance at any time.

- Adds a new Section 7-3.224 to the Municipal Code to memorialize the suspension within the Code itself.

On July 31, 2026, the City published notice of the introduction of the ordinance. Subsequent to publication, City staff identified revisions needed for this notice, but also received an inquiry from the County of Ventura regarding an Agreement entered into between the City and County approved in December 1991 under which the County provides well permit and inspection services on behalf of the City and inquiry from the County regarding the implications of the ordinance's adoption on this Agreement. In order to allow for time to review this Agreement and provide a full briefing of this to City Council, City staff and the City attorney recommend continuing this item to the August 25, 2026, City Council meeting.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 9 - Communication and Relationships

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

FISCAL IMPACT
Adoption of the ordinance is expected to reduce the City's administrative burden and associated costs of processing well permits, resulting in savings related to permit processing, staff time, and hearings.

Prepared by: Lindy Palmer, Public Works Director

ATTACHMENT(S)
A. Ordinance No. 973 amending the Municipal Code to suspend certain requirements of article 2 of chapter 3 of title 7 of the Ojai Municipal Code.

ATTACHMENT A

CITY OF OJAI

ORDINANCE NO. 973

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, SUSPENDING CERTAIN REQUIREMENTS OF ARTICLE 2 OF CHAPTER 3 OF TITLE 7 OF THE OJAI MUNICIPAL CODE ("WELL CONSTRUCTION, MODIFICATION, AND DEMOLITION STANDARDS"), SUBJECT TO BIENNIAL REVIEW BY CITY COUNCIL, AND CREATING A NEW SECTION 224 OF ARTICLE 2 OF CHAPTER 3 OF TITLE 7 OF THE OJAI MUNICIPAL CODE.

WHEREAS, the City currently regulates well construction, modification, and demolition activities pursuant to Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code (the "Well Permit Ordinance"); and

WHEREAS, the Ojai Basin Groundwater Management Agency ("OBGMA") was designated by the California legislature as the agency responsible for overseeing groundwater management within the Ojai Basin, including the review and permitting of wells; and

WHEREAS, the City's existing permitting requirements for wells included in the Well Permit Ordinance overlap the groundwater well permitting and review processes administered by OBGMA; and

WHEREAS, the City Council finds that maintaining a separate City permitting and public hearing process for wells results in duplicative regulatory oversight, unnecessary administrative burdens, and delays for applicants; and

WHEREAS, the City Council further finds that OBGMA possesses the technical expertise and regulatory authority necessary to oversee the permitting, monitoring, and inspection of wells within the Ojai Valley; and

WHEREAS, the City Council also finds that suspension of the Well Permit Ordinance will allow the City to avoid duplicative regulation while preserving its authority to reinstate local permitting requirements if warranted by future circumstances; and

WHEREAS, the suspension of Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code will allow the City to redirect administrative resources toward other municipal priorities while continuing to rely on the expertise and oversight of OBGMA and Ventura County for groundwater and well regulation; and

WHEREAS, the City Council finds that suspending the City's well permitting requirements is in the interest of efficient governance and regulatory consistency; and

WHEREAS, the City Council desires to periodically evaluate whether the suspension remains in the public interest.

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. Suspension of Well Permit Ordinance. Commencing on the effective date of this Ordinance, and except as otherwise provided herein, the City's administration and enforcement of Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code is hereby suspended. During the suspension period, no new permit shall be required pursuant solely to Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code. The City expressly reserves the right to take enforcement action against any permittee that fails to comply with an existing permit previously issued by the City under the Well Permit Ordinance. Nothing in this Ordinance shall be construed to alter, limit, waive, or impair any requirement imposed by state law, federal law, the Ojai Basin Groundwater Management Agency, or any other governmental agency having jurisdiction.

SECTION 3. Duration of Suspension. The suspension established by this Ordinance shall remain in effect unless and until such time as this ordinance and the Ojai Municipal Code amendments contemplated herein are rescinded or repealed by subsequent ordinance adopted by the City Council.

SECTION 4. Biennial Review. At least once every two years following the effective date of this Ordinance, City staff shall prepare a report to the City Council regarding:

1. The regulatory activities of the Ojai Basin Groundwater Management Agency and other agencies exercising jurisdiction over wells within the City;

2. Whether duplication of regulatory oversight continues to exist;

3. Whether reinstatement, amendment, or permanent repeal of the Well Permit Ordinance should be considered; and

4. Any public health, safety, environmental, or administrative concerns associated with continuation of the suspension.

Following receipt of the report, the City Council shall consider whether continuation of the suspension remains in the public interest. Failure to conduct a review by any particular date shall not automatically terminate the suspension established by this Ordinance.

SECTION 5. Reservation of Municipal Authority. Nothing in this Ordinance shall be construed as relinquishing the City's police powers or authority to regulate wells, groundwater-related activities, or land uses to the extent authorized by law. The City Council expressly reserves the right to amend, resume application of, replace, or repeal the Well Permit Ordinance at any time. Furthermore, notwithstanding anything in this Ordinance, the City Council reserves the right to take enforcement action regarding any violation of any requirement under a permit issued by the City prior to the effective date of this Ordinance.

SECTION 6. Code Amendment. The Ojai Municipal Code is hereby amended to add a new Section 224 to Article 2 of Chapter 3 of Title 7 to read as follows:

§ 7-3.224 Suspension of Article 2 of Chapter 3 of Title 7

> Notwithstanding any other provision of this Article, the permitting and other administrative requirements established in this Article 2 of Chapter 3 of Title 7 ("Well Construction, Modification and Demolition Standards") are suspended until such time as the City Council repeals such suspension by ordinance. Notwithstanding the suspension contemplated by this Section 7-3.224, the City retains all of its authority to enforce the requirements and conditions of any permit issued under this Article in its sole and absolute discretion.

SECTION 7. 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 8. 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 9. 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 10. Effective Date. This Ordinance shall take effect 30 days after its passage.

ATTACHMENT A

PASSED, APPROVED and ADOPTED this 11th day of August, 2026.

CITY OF OJAI, CALIFORNIA

_____
Andy Gilman, Mayor

ATTEST:

_____
Steve Quilici, City Clerk

APPROVED AS TO FORM:

_____
Bethany A. Burgess, City Attorney

I, Weston Montgomery, Chief 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 July 14, 2026, and adopted at a regular meeting held on August 11, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Ojai on this 11th day of August 2026.

_____
Weston Montgomery, Chief Deputy City Clerk

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **August 11, 2026**

SUBJECT: **Ratification of the Memorandum of Agreement (MOA) Between the County of Ventura, Ventura County Watershed Protection District, California Department of Transportation, Ojai Valley Sanitary District, and the Cities of Ojai and San Buenaventura (MOA Parties) to Share the Costs of Funding a Ventura River Algae TMDL Monitoring Program; and Approval of Associated Expenditures *(Operational Need)***

RECOMMENDATION

1. Ratify MOA for the Ventura River Algae TMDL Monitoring Program, retroactively effective January 1, 2025, through January 1, 2028, and;

2. Approve the City's three-year cost-sharing obligation of $129,794.83.

DISCUSSION

The City of Ojai is a co-permittee and responsible party under the Municipal Separate Storm Sewer System (MS4) Permit (Order No. R4-2021-0105), which mandates the City to participate in countywide water quality monitoring and reporting to the Los Angeles Regional Water Quality Control Board (RWQCB).

To ensure continued environmental compliance with the RWQCB, Public Works staff works in conjunction with the County of Ventura to finalize the new three-year cost sharing MOA with the MOA Parties. The new MOA incorporates existing and new regulatory requirements as mandated by the RWQCB. We originally anticipated the agreement, and associated costs would fall within the City Manager’s signing authority; however, upon receiving the invoice, it became clear that the total exceeded $30,000 due to the multi-year financial obligations. Although the intention was to maintain uninterrupted compliance, the financial impact surpassed the City Manager’s contracting authority.

BACKGROUND

On December 6, 2012, the RWQCB amended the Water Quality Control Plan for the Los Angeles Region to incorporate a Total Maximum Daily Load monitoring program (TMDL) for algae, eutrophic conditions, and nutrients in the Ventura River. Effective June 28, 2013, the mandate required all six MOA parties to begin monitoring TMDL for Algae, eutrophic conditions, and nutrients in the Ventura River by January 19, 2015 (MOA, Page 1).

The MOA parties originally established the cost-sharing framework for the Ventura River Algae TMDL Monitoring Program (VRATMP) on November 13, 2020. Under the Council-approved Amendment No. 1, the City's obligations spanned January 19, 2020, through January 19, 2025, which authorized not-to-exceed of $117,076.

New MOA Terms And Provisions

The MOA term begins January 1, 2025 and ends January 1, 2028 (three years). The County of Ventura serves as the program administrator responsible for implementing and administering the VRATMP on behalf of all MOA Parties (MOA, Page 2). The County's responsibilities include:

- Soliciting, awarding, and administering a consultant services contract to implement the VRATMP (MOA Page 5, B.1).

- Preparing and providing an annual accounting of VRATMP costs within 120 calendar days after completion of each calendar year's activities (MOA Page 5, B.2).

- Preparing and submitting monitoring reports to the RWQCB and all MOA Parties.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 5 - Public Safety

OPTIONS

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

FISCAL IMPACT

Funding is currently available for years one and two of the three-year financial commitment. Funding will be budgeted for year three upon adoption of the Fiscal Year 2027/28 budget.

The budget to implement and administer the VRATMP for the next three years is included in Exhibit A of the MOA. The budget consists of estimated consultant fees to implement and administer the VRATMP, a 10% contingency fee for unanticipated/unexpected consultant work and services, and a 2% administrative fee to cover the County’s costs to perform the work and tasks. The total cost of the MOA for three years, including all MOA Parties, is shown below:

City of Ojai Cost Share

Year	Ojai's Share Per MOA	Actual Obligation (Based on Actual Cost)
Year 1 (2025/26)	$41,779.54	$38,542.35
Year 2 (2026/27)	$43,246.56	Not billed
Year 3 (2027/28)	$44,768.73	Not billed
3-Year Total	**$129,794.82**	$38,542.35

Should Council choose to forgo the MOA cost sharing agreement, staff will have to take on the work of soliciting, awarding, and administering a contract for consultant services to implement the VRATMP and perform all work, and furnish all personnel and materials, so that the City complies with the RWQCB's mandatory TMDL monitoring program.

Therefore, to avoid administrative costs and allocate City staff's time wisely, it is recommended that the Council: Ratify MOA for the Ventura River Algae TMDL Monitoring Program, retroactively effective January 1, 2025, through January 1, 2028, and; approve the City's three-year cost-sharing obligation of $129,794.83.

Prepared by: Lindy Palmer, Public Works Director

ATTACHMENT(S)

A. Memorandum of Agreement Between County of Ventura and MOA Parties.

MEMORANDUM OF AGREEMENT BETWEEN COUNTY OF VENTURA, VENTURA WATERSHED PROTECTION DISTRICT, CALIFORNIA DEPARTMENT OF TRANSPORTATION, OJAI VALLEY SANITARY DISTRICT, AND THE CITIES OF OJAI AND SAN BUENAVENTURA TO SHARE THE COSTS OF FUNDING A VENTURA RIVER ALGAE TMDL MONITORING PROGRAM

This Memorandum of Agreement ("MOA") is entered into on January 1, 2025, by and between the County of Ventura ("County"), Ventura County Watershed Protection District ("District"), the California Department of Transportation ("Caltrans"), Ojai Valley Sanitary District ("OVSD"), City of Ojai ("Ojai"), and City of San Buenaventura, a California charter law municipal corporation ("Ventura"). Hereinafter, the parties to this MOA may be referred to individually as a "Party" and collectively as the "MOA Parties".

WHEREAS, on December 6, 2012, under Resolution No. R12-011, the Los Angeles Regional Water Quality Control Board ("RWQCB") amended the Water Quality Control Plan for the Los Angeles Region to incorporate a TMDL for Algae, Eutrophic Conditions, and Nutrients in the Ventura River and its Tributaries ("Algae TMDL"); and

WHEREAS, the VR Algae TMDL went into effect on June 28, 2013; and

WHEREAS, the VR Algae TMDL listed the MOA Parties as responsible for conducting receiving water monitoring to be commenced on January 19, 2015, which is 90 days after RWQCB approval of the Comprehensive Monitoring Plan for the VR Algae TMDL (VRACMP); and

WHEREAS, on July 23, 2021, the RWQCB adopted Order No. R4-2021-0105 to regulate municipal separate storm sewer system discharges within the coastal watersheds of Los Angeles and Ventura Counties (collectively, "the 2021 Permit") and, among other things, incorporating the existing Algae TMDL for various parts and reaches of the Ventura River; and

WHEREAS, the 2021 Permit makes Ojai, Ventura, the County, and the District ("MS4 Parties") individually responsible for complying with its requirements;

WHEREAS, the 2021 Permit identifies each of the MS4 Parties as responsible parties for the Algae TMDL; and

WHEREAS, the Algae TMDL requires the MOA Parties to monitor and report to the RWQCB specified water quality data on the loading of certain constituents/pollutants to specified parts and reaches of the Ventura River; and

WHEREAS, the MS4 Parties have prepared the Ventura Countywide Stormwater Quality Management Program's Coordinated Integrated Monitoring Plan ("CIMP"), which includes a monitoring and reporting program component designed to comply with the 2021 Permit's monitoring and reporting requirements for the Algae TMDL; and

WHEREAS, the CIMP, dated June 2024, as may be amended by the MS4 Parties from time to time, is incorporated herein by this reference; and

WHEREAS, because the MOA Parties are each responsible for complying with the Algae TMDL and the MS4 Parties are each responsible for complying with the 2021 Permit, the MOA

Parties desire to share the costs of funding the implementation and administration of a monitoring and reporting program that addresses the provisions of the VRCMP and the Algae TMDL provisions of the CIMP, herein referenced as the Ventura River Algae TMDL Monitoring Program ("VRATMP"), as provided in this MOA.

NOW, THEREFORE, the MOA Parties agree as follows:

1. Parties Support and Cooperation. The MOA Parties agree to support and cooperate to ensure the MOA Parties' compliance with the Algae TMDL's monitoring and reporting requirements and the implementation and administration of the VRATMP. In particular, each MOA Party agrees to assist with the collection, preparation, and timely review of data, information, and studies as may be required by the Algae TMDL and the VRATMP.

2. MOA Relationship to 2021 Permit. Nothing in this MOA, nor any part or portion hereof, shall modify or be interpreted to modify any MS4 Party's obligation to comply with, or liability under, the 2021 Permit.

3. Independent Work of Parties. Nothing in this MOA, nor the work set forth in this MOA, nor any activities approved or carried out by the MOA Parties hereunder, shall affect any individual effort independently undertaken by a Party to otherwise comply with the Algae TMDL.

4. Term. The term of this MOA shall begin on January 1, 2025 and end on January 1, 2028.

5. Program Administration.

A. The County will be the program administrator responsible for implementing and administering the VRATMP on behalf of the MOA Parties.

B. As the program administrator, the County will be responsible for performing the following work and tasks on behalf of the MOA Parties to implement and administer the VRATMP:

1. Solicit, award, and administer a contract for consultant services to implement the VRATMP and perform all work, and furnish all personnel and materials, so that the MOA Parties comply with the 2021 Permit's and the Algae TMDL's monitoring and reporting requirements, as applicable. This contract shall require the consultant to hold harmless, indemnify and defend all MOA Parties, each Party individually, and each Party's officials, officers, employees and agents. The contract shall further require consultant to have at least the following insurance policies and limits: commercial general liability insurance, including contractual liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; workers' compensation insurance as required by law; and employer's liability insurance in an amount not less than $1,000,000 per claimant.

2. Prepare and provide the MOA Parties an annual accounting of VRATMP costs within 120 calendar days after the completion of the activities for each calendar year. The County may request an extension of this time period,

which shall not be unreasonably withheld, by submitting a written request to the MOA Parties.

3. Prepare and provide to the RWQCB, and the MOA Parties, the monitoring reports prepared pursuant to the VRATMP and required by the 2021 Permit and Algae TMDL.

4. To act as the point of contact for the consultant contracted to implement the VRATMP on behalf of the MOA Parties; and for the MOA Parties in connection with the Algae TMDL monitoring and reporting requirements and the VRATMP's administrative and fiscal management.

6. Program Funding. Except as otherwise provided herein, the MOA Parties agree to share the costs to fund implementation and administration of the VRATMP in accordance with this Section 6.

A. Budget. The budget to implement and administer the VRATMP for the next three years is included in Exhibit A. The budget consists of estimated actual consultant fees to implement and administer the VRATMP, a 10% contingency fee for unanticipated/unexpected consultant work and services, and a 2% administrative fee to cover the County's costs to perform the work and tasks described in Section 5(B).

B. Algae TMDL Cost Share. The MOA Parties agree to share the VRATMP costs of implementing and administering the Algae TMDL's monitoring and reporting requirements, as set forth in Exhibit A.

C. Payment. The MOA Parties agree to submit payment to the County within 90 calendar days of receiving an invoice from the County for their respective shares of the costs related to this MOA.

7. Caltrans Specific Provisions.

A. Grant of Access Rights Onto Caltrans Rights of Way. Any Party intending to enter onto a Caltrans right of way shall first make a written request to Caltrans, identifying the site location, extent of access by persons (and equipment, if any), dates and times of entry, as well as an explanation of the purpose of that entry. Caltrans shall thereafter determine, within ten (10) business days, if that entry shall be allowed without a formal Encroachment Permit issued by the District Permit Engineer as an authorized presence of non-Caltrans parties not interfering with or threatening the safety of the traveling public or the integrity of the Caltrans infrastructure. In such case, Caltrans shall condition that right of entry on the accompaniment of a Caltrans representative who shall be empowered to restrict or limit the access of those permittees, as deemed necessary, at the sole discretion of Caltrans. Where adverse impacts to traffic or the traveled way can be anticipated by Caltrans, Caltrans may require the requesting Party to submit a formal Encroachment Permit application, to be filed and completed together with Traffic Control Plans when necessary (which must be prepared by or under the supervision of a traffic engineer licensed in the State of California) with the District Permit Engineer. An Encroachment Permit may require as much as six (6) weeks to be issued depending upon the extent of coordination and development of traffic controls required for that access. Caltrans shall endeavor, in good faith, to satisfy all requests for access as promptly as possible.

B. Caltrans Obligations. All obligations of Caltrans under the terms of this MOA are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This MOA has been written before ascertaining the availability of federal or state legislative appropriation of funds, for the mutual benefit of the MOA Parties in order to avoid program and fiscal delays that would occur if the MOA was executed after that determination was made. This MOA is valid and enforceable as to Caltrans as if sufficient funds have been made available to Caltrans by the United States Government or California State Legislature for the purposes set forth in this MOA. If the United States Government or the California State Legislature does not appropriate sufficient funds for Caltrans to participate in this MOA, this MOA may be amended in writing by the MOA Parties to reflect any agreed upon reduction in the percentage of funds contributed by Caltrans to continue its participation in this MOA. Caltrans, however, has the option to withdraw from this MOA in the event sufficient funds are not appropriated for Caltrans. Should Caltrans exercise its option to withdraw from this MOA, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this MOA.

8. Withdrawal.

A. Any Party may withdraw from this MOA, with or without case, by giving the other MOA Parties at least 30 calendar days' written notice thereof. The withdrawing Party shall be responsible for its allocated costs under this MOA up to the date of its notice to withdrawal. From the date of a Party's notice to withdrawal, or the date that the withdrawing Party pays all of its allocated costs, whichever is later, that Party shall no longer be bound by any term of this MOA except Section 9, which shall survive the expiration and/or any termination of this MOA.

B. In the event a Party withdraws before the end of the term of this MOA, the MOA Parties agree to meet promptly, but not less than 30 calendar days from receiving notice from the withdrawing Party, to discuss the need to amend this MOA to update the cost share arrangement between the remaining MOA Parties.

9. Indemnification. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, each Party, pursuant to the authorization contained in Sections 895.4 and 895.6 of the California Government Code, hereby agrees to and shall indemnify and hold harmless the other MOA Parties as provided in this Section. Therefore, each of the MOA Parties shall defend, indemnify, and hold harmless the other MOA Parties and each of their officers, employees and agents from and against any and all actions, damages, liability or claims for death, injury, loss, damage or expense to persons or property arising from or related to, or claimed to have arisen from or be related to, the negligent acts or omissions of such performing Party in connection with its performance under this MOA, except to the extent such actions, damages, claims, losses, expenses or liabilities have arisen from or relate to the negligent acts or omissions of the indemnified Party or Parties. If judgment is entered against all the MOA Parties by a court of competent jurisdiction because of the concurrent active negligence of one or more MOA Parties, the MOA Parties agree that liability will be apportioned as determined by the court.

10. Disclosure of Program Data. To the extent permitted by law, all VRATMP data collected by the MOA Parties and any consultant contract pursuant to Section 5(B) will remain

confidential and in draft form until finalized and submitted to the RWQCB. Each Party agrees not to disclose VRATMP data to any person or entity without first notifying the other MOA Parties, unless otherwise required by court order. If any Party is required to disclose VRATMP data without first notifying the other MOA Parties, the disclosing Party shall notify the other MOA Parties of the disclosure as soon as possible.

11. Waiver. Waiver by a Party of any one or more of the conditions of performance under this MOA shall not be a waiver of any other condition of performance under this MOA. In no event shall the making by any Party of any payment constitute or be construed as a waiver by that Party of any breach of covenant or any default that may then exist on the part of any other Party, and the making of any such payment by a Party shall in no way impair or prejudice any right or remedy available to that Party or any other Party with regard to such breach or default.

12. Entire Agreement; Integration. This MOA, including all exhibits attached hereto and any other documents incorporated herein by specific reference, constitutes the entire integrated agreement of the MOA Parties regarding the subject matter described herein. This MOA supersedes all prior oral or written communications, negotiations, representations, agreements and promises, including (without limiting the generality of the foregoing) that certain agreement between the MOA Parties, dated November 13, 2020.

13. Amendment. This MOA may not be modified or amended, nor any provision or breach waived, except in a writing signed by all MOA Parties which expressly refers to this MOA.

14. Assignment. No Party shall assign or transfer any interest in this MOA or any part thereof, whether by assignment or novation, without every other Party's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect.

15. Notices. Any notice pursuant to this MOA shall be made by certified mail or registered letter, return receipt requested, or by overnight courier to all MOA Parties at the following addresses:

If to County: Ventura County Public Works Agency Attn: Hayley Luna, Stormwater Program Mgr. 800 South Victoria Avenue Ventura, CA 93009-1610 PHONE: (805) 662-6737 EMAIL: hayley.luna@ventura.org	**If to District:** Ventura County Public Works Agency Attn: Arne Anselm, Deputy Director 800 South Victoria Avenue Ventura, CA 93009-1610 PHONE: (805) 654-3942 EMAIL: arne.anselm@ventura.org
If to Caltrans: California Department of Transportation Attn: Nelson Kwong, Stormwater Dev. Office 100 South Main Street Los Angeles, CA 90012 PHONE: (916) 956-6187 EMAIL: nelson.p.kwong@dot.ca.gov	**If to Ventura:** City of San Buenaventura Attn: Joe Yahner, Env'l. Sus. Mgr. P.O. Box 99 Ventura, CA 93002-0099 PHONE: (805)652-4558 EMAIL: jyahner@ci.ventura.ca.us
If to OVSD: Ojai Valley Sanitary District	**If to Ojai:** City of Ojai

Attn: Alison Young, Asst. GM-Administration 1072 Tico Road Ojai, CA 93023 PHONE: (805) 646-5548 EMAIL: alison.young@ojaisan.org	Attn: Joseph Padilla, Project Mgr./Inspector 405 South Signal Street Ojai, CA 93023 PHONE: (805) 646-5581, Ext. 203 EMAIL: joseph.padilla@ojai.ca.gov

16. Interpretation; Venue. The validity, interpretation, and performance of this MOA shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action or dispute involving or relating to this MOA shall be in the Ventura County Superior Court.

17. Authority to Execute. Any person executing this MOA on behalf of a Party warrants and represents that he or she has the authority to execute this MOA on behalf of that Party and has the authority to bind that Party to the performance of its obligations hereunder.

18. Counterparts. This MOA may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this MOA transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOA for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the MOA Parties hereto have executed this MOA as of the dates set out below.

COUNTY OF VENTURA

By: _____

Name: Gregg Strakaluse

Title: Director-PWA

Date: 01/14/2025

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

By: _____

Name: Jeff Palmer

Title: Watershed Protection District Director

Date: 1/14/2025

CA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SAN BUENAVENTURA

By: _____

Name: _____

Title: _____

Date: _____

OJAI VALLEY SANITARY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF OJAI

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the MOA Parties hereto have executed this MOA as of the dates set out below.

COUNTY OF VENTURA

By: _____

Name: _____

Title: _____

Date: _____

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CA DEPARTMENT OF TRANSPORTATION

By: Hardeep Takhar
Hardeep Takhar (Jan 7, 2025 15:59 PST)

Name: Hardeep Takhar, PE

Title: Chief Environmental Engineer

Date: 01/07/2025

CITY OF SAN BUENAVENTURA

By: _____

Name: _____

Title: _____

Date: _____

OJAI VALLEY SANITARY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF OJAI

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the MOA Parties hereto have executed this MOA as of the dates set out below.

COUNTY OF VENTURA

By: _____

Name: _____

Title: _____

Date: _____

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SAN BUENAVENTURA

By: W. J. Ayub

Name: Bill Ayub

Title: City Manager

Date: Jan. 15, 2025

APPROVED AS TO FORM
Javan N. Rad, City Attorney
By: _____
Chris de la Vega
Assistant City Attorney II

OJAI VALLEY SANITARY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF OJAI

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the MOA Parties hereto have executed this MOA as of the dates set out below.

COUNTY OF VENTURA

By: _____

Name: _____

Title: _____

Date: _____

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SAN BUENAVENTURA

By: _____

Name: _____

Title: _____

Date: _____

OJAI VALLEY SANITARY DISTRICT

By: William M. Stone

Name: William M. Stone

Title: Chairman of the Board

Date: 10-28-24

CITY OF OJAI

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the MOA Parties hereto have executed this MOA as of the dates set out below.

COUNTY OF VENTURA

By: _____

Name: _____

Title: _____

Date: _____

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SAN BUENAVENTURA

By: _____

Name: _____

Title: _____

Date: _____

OJAI VALLEY SANITARY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF OJAI

By: [signature]

Name: Ben Harvey

Title: City Manager

Date: 10/8/24

Exhibit A
Budget and Cost Sharing

A. Budgets. Estimated actual costs of implementing and administering the Algae TMDL monitoring and reporting requirements are set forth in the following tables. Separate budget tables have been prepared for (i) receiving water monitoring costs and (ii) MS4 outfall monitoring costs. As provided in Section 6 of the MOA, budgets include the estimated actual costs of consultancy fees to implement and administer the VRATMP for the next three years, a 10% contingency fee for unanticipated/unexpected VRATMP work and services, and a 2% administrative fee to cover the County's costs to perform the work and tasks described in Section 5(B) of the MOA.

Table A-1: Receiving Water Monitoring Cost Budget

Monitoring Year	VRATMP Costs: Receiving Monitoring Component	Contingency Fee (10%)	Administrative Fee (2%)	Total
Year 1	$212,950.00	$21,295.00	$4,684.90	$238,929.90
Year 2	$220,420.00	$22,042.00	$4,849.24	$247,311.24
Year 3	$228,170.00	$22,817.00	$5,019.74	$256,006.74
TOTAL	$661,540.00	$66,154.00	$14,553.88	$742,247.88

Table A-2: MS4 Outfall Monitoring Cost Budget

Monitoring Year	VRATMP Costs: MS4 Outfall Monitoring Component	Contingency Fee (10%)	Administrative Fee (2%)	Totals
Year 1	$6,980.00	$698.00	$153.56	$7,831.56
Year 2	$7,230.00	$723.00	$159.06	$8,112.06
Year 3	$7,490.00	$749.00	$164.78	$8,403.78
TOTALs	$21,700.00	$2,170.00	$477.40	$24,347.40

[CONTINUED ON NEXT PAGE]

B. Cost Share. The MOA Parties agree to share the costs of implementing and administering the Algae TMDL monitoring and reporting provisions as set forth in the following tables.

Table B-1: Receiving Water Monitoring Cost Share

Party	Cost Share			Totals
	Year 1	Year 2	Year 3	
County	$39,821.65	$41,218.54	$42,667.79	$123,707.98
District	$39,821.65	$41,218.54	$42,667.79	$123,707.98
Caltrans	$39,821.65	$41,218.54	$42,667.79	$123,707.98
OVSD	$39,821.65	$41,218.54	$42,667.79	$123,707.98
Ojai	$39,821.65	$41,218.54	$42,667.79	$123,707.98
Ventura	$39,821.65	$41,218.54	$42,667.79	$123,707.98
TOTALS	$238,929.90	$247,311.24	$256,006.74	$742,247.88

Table B-2: MS4 Outfall Monitoring Cost Share

Party	Cost Share			Totals
	Year 1	Year 2	Year 3	
County	$1,957.89	$2,028.02	$2,100.94	$6,086.85
District	$1,957.89	$2,028.02	$2,100.94	$6,086.85
Ojai	$1,957.89	$2,028.02	$2,100.94	$6,086.85
Ventura	$1,957.89	$2,028.02	$2,100.94	$6,086.85
TOTALS	$7,831.56	$8,112.06	$8,403.76	$24,347.40

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**

MEETING DATE: **August 11, 2026**

SUBJECT: **Approval of Amendment No. 1 to the Interagency Agreement with the Ventura County Transportation Commission (VCTC) for Senat Bill 125 (SB125) Transit and Intercity Rail Capital Program (TIRCP) Funding *(Operational Need)***

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 1 and related documents necessary to implement the amended agreement.

DISCUSSION

On November 12, 2024, the City Council accepted an award of $877,868 in Senate Bill 125 (SB 125) funding and authorized the City Manager to execute an Interagency Agreement with the Ventura County Transportation Commission (VCTC). The original agreement provided funding for transit capital improvements and operational support, including the purchase of replacement and zero-emission transit vehicles, electric vehicle charging infrastructure, and transit operations.

VCTC has since prepared Amendment No. 1 to the Interagency Agreement to increase the City's funding allocation and revise the project scope. Under the amendment, VCTC will allocate an additional $1,065,547 in Transit and Intercity Rail Capital Program (TIRCP) funds, increasing the City's total allocation to a not-to-exceed amount of $1,943,415.

Approval of this amendment will provide the City with additional state funding to continue implementing its transit capital improvement program, support the transition toward a zero-emission, fleet and invest in the infrastructure necessary to maintain and improve transit services for the community. These investments are consistent with the City's ongoing efforts to improve service reliability, enhance transit facilities, and meet state requirements related to zero-emission transit operations.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 8 - Financial Stability

OPTIONS

1. Take no action;

2. Provide alternative direction to staff.

FISCAL IMPACT

Approval of Amendment No. 1 will provide an additional $1,065,547 in grant revenue to the Transit Fund. This action will allow the City to utilize the funds for eligible transit capital improvements in accordance with the amended Interagency Agreement.

Prepared by: Norma Cervantes, Assistant to the City Manager

ATTACHMENT(S)

A. Amendment No. 1 to Interagency Agreement
B. SB125 Agreement – VCTC & Ojai Fully Executed

AMENDMENT NO. 1
TO
INTERAGENCY AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
CITY OF OJAI

This Amendment No. 1 ("First Amendment") is made as of this 11th day of August, 2026 ("Effective Date") by and between the VENTURA COUNTY TRANSPORTATION COMMISSION ("VCTC"), and CITY OF OJAI. ("CITY"). CITY and VCTC are sometimes referred to herein together as the "Parties" and singularly as a "Party".

RECITALS

WHEREAS, VCTC and Contractor entered into an agreement on April 2 2025 pursuant to which VCTC agreed to allocate Grant Funds and CITY agreed to implement the Project ("Project"); and

WHEREAS, the Parties desire to amend the Agreement to revise the Scope of Services and Grant Funds Amount.

NOW THEREFORE, VCTC and CITY agree as follows:

1. Scope of Services (Section 2a to the Agreement) is amended to incorporate the following changes to the original Agreement replace the existing language with the following language :
    a. Grant Administration: As the original fund recipient, VCTC shall be responsible for distributing the Grants Funds to CITY to be used for the Project. VCTC has agreed to distribute an additional $1,065,547 TIRCP funds for a not-to-exceed amount of $1,943,415.

2. Scope of Services (Section 2b) is amended to incorporate the following changes to the original Agreement replace the existing language with the following language:
    a. Project Implementation: CITY will implement Facility Upgrades and Electric Vehicle Charging infrastructure and replacement buses.

3. Exhibit A to the Agreement is amended to repeal the existing Exhibit A and replace it with Exhibit A- Revised, attached hereto and incorporated herein.

Except to the extent amended herein, all other provisions of the Agreement remain in unchanged and in full force and effect.

This First Amendment may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one original, which shall be binding upon and effective as to all Parties.

IN WITNESS THEREOF, the parties have executed this First Amendment on the _____day of _____ 2026.

VENTURA COUNTY TRANSPORTATION COMMISSION

by:_____
Martin Erickson, Executive Director

Approved as to form

by:_____
Lindsay D'Andrea, General Counsel

CITY OF OJAI

by:_____
Its: Ben Harvey, City Manager

CITY OF OJAI

by:_____
Its: Bethany Burgess, City Attorney

Exhibit A – Revised Scope of Work

TBD

INTERAGENCY AGREEMENT
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
CITY OF OJAI

THIS AGREEMENT is entered into between Ventura County Transportation Commission (VCTC) and the CITY OF OJAI regarding the disbursement and administration of funds from the State of California's Senate Bill 125 (SB125) Transit and Intercity Rail Capital Program & Zero Emission Transit Capital Program (TIRCP and ZETCP) as of __2__ day of April, 2025 ("Effective Date").

WHEREAS Senate Bill 862 of the 2014 Statutes appropriates funds from the Greenhouse Gas Reduction Fund to the Transit and Intercity Rail Capital Program (TIRCP), administered by Caltrans; and,

WHEREAS, on August 7, 2024, VCTC received authorization for funding of its SB125 Projects ("Grant Funds") for the transit capital projects; and

WHEREAS, the CITY OF OJAI intends to implement capital improvements and fund transit operating expenses (Project), which will further the purposes of the 2023 TIRCP and ZETCP and is an eligible project for Grant Funds;

WHEREAS, pursuant to VCTC's TIRCP funding allocation, VCTC is authorized to allocate TIRCP funding to sub-recipient agencies as necessary in order to implement eligible projects; and

WHEREAS, the CITY OF OJAI has agreed to implement the Project and VCTC desires to allocate funds for implementation of the Project.

NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. Assignments of Participants: VCTC hereby agrees to engage the CITY OF OJAI and the CITY OF OJAI hereby agrees to carry out the work outlined in the Scope of Services, attached hereto and incorporated herein as Exhibit A, in connection with the administration of the Grant Funds. The CITY OF OJAI will be responsible for assuring that the CITY OF OJAI meets all grant requirements placed on TIRCP recipients ("Grant Requirements") as detailed in Section II of this Agreement and in Exhibit B, attached hereto and incorporated herein.

2. Scope of Services:

   a. Grant Administration: As the original fund recipient, VCTC shall be responsible for distributing the Grant Funds to the CITY OF OJAI project. VCTC has agreed to distribute **$877,868** of Grant Funds to the Project.

b. Project Implementation: The CITY OF OJAI will implement capital improvements as detailed in Exhibit A in accordance with the Grant Requirements to the extent that funds from VCTC are available pursuant to this Agreement.

3. Title and Ownership: The title to and ownership of all equipment, tools, materials, and supplies (hereinafter referred to as "Equipment") purchased or otherwise acquired for use in connection with the Project shall vest in the CITY OF OJAI upon delivery to the Project site, unless otherwise specified in writing by VCTC.

4. Operations and Maintenance Responsibility: The CITY OF OJAI shall be responsible, at its sole cost and expense, for the proper operations and maintenance (O&M) of all Equipment and infrastructure related to the Project as specified in the Original Equipment Manufacturer's (OEM) contract manuals. This responsibility extends to all phases of the Project, including but not limited to installation, commissioning, testing, and operational use. The CITY OF OJAI shall perform all O&M activities in accordance with the manufacturer's recommendations, industry best practices, and all applicable laws and regulations.

5. Duration of Agreement and Authorization to Proceed: This Agreement shall begin on the Effective Date and shall continue until June 30, 2027. Upon execution and allocation of Grant Funds, the CITY OF OJAI is authorized to proceed with implementation of Project.

6. Entire Agreement; Integration: This Agreement constitutes the entire agreement between the parties hereto with respect to the administration of Grant Funds and obligations described herein for the [Project] and supersedes as of the date hereof any prior agreement(s) and amendments between the parties, written or oral, concerning the subject matter of this Agreement.

7. Amendments to the Agreement: The provisions of this Agreement may be amended upon written acceptance and ratification of any such amendment by both VCTC and the CITY OF OJAI.

8. Method of Payment: CITY OF OJAI must keep the unexpended Grant Funds in a separate interest-bearing account. Any interest that is accrued shall be accounted for and used for the Project. Any Grant Funds or accrued interest earned received in excess of the final Project cost, or those Grant Funds found to be owed back to VCTC as a result of a final, independent review or audit, must be returned to VCTC within thirty (30) days of Project closeout or expiration of this Agreement. CITY OF OJAI shall provide supporting documentation that shows the reconciliation of all Project expenditures and any remaining unused funds.

9. Costs: VCTC shall have no liability for cost deficits for the Project. The CITY OF OJAI shall have no authority to incur cost overruns for the Project and under no circumstances will VCTC be responsible for funding the Project in excess of the distributed funds and the interest earned thereon. Prior to the commencement of any charging infrastructure installation or modification, the CITY OF OJAI shall provide VCTC with a detailed cost estimate for the proposed work. The cost estimate shall include breakdowns of labor, materials, equipment, and any additional expenses associated with the Project.

II. CALTRANS TIRCP REQUIREMENTS

The CITY OF OJAI shall note the following provisions apply to TIRCP grants and shall take all necessary action to ensure its compliance as though it was the grantee directly.

1. Reports: In addition to any other reports required by the Grant Requirements, Annual performance reports shall be prepared and submitted to VCTC, no later than October 1st each year, for the duration of the Project performance period, or until all activities are completed and the Project is formally closed. Failure to submit performance reports could result in the reduction of Project funds, termination, or suspension of this Agreement.

2. Other Provisions: The CITY OF OJAI is subject to all Grant Requirements, any and all policies and regulations of Caltrans with regard to the FY2022-23 TIRCP grant, and all applicable laws regarding California public agency procurements, including but not limited to public works requirements, transportation agency specialized rail equipment procurements, contract bid procedures, and the payment of prevailing wages.

3. Grant Performance Period: Funds allocated under this grant shall be expended by June 30, 2027 ("Grant Performance Period"). Funds remaining unexpended beyond the Grant Performance Period of the Grant Funds approved by Caltrans shall revert to Caltrans.

4. Audits/Recordkeeping: CITY OF OJAI shall provide VCTC with any data, records, or documentation necessary for compliance with audit procedures required by the Grant Requirements and shall cooperate with VCTC in the preparation of any audit to the extent necessary. CITY OF OJAI shall retain all Project cost records for a minimum of three (3) years after completion of the Project or such other period of time as may be required by law. To the extent that any inappropriate or unallowable expenditures by the CITY OF OJAI are identified and Caltrans requests repayment, CITY OF OJAI shall refund such funds to VCTC for transmission back to Caltrans in accordance with Section I.6.

III. OTHER PROVISIONS

1. Indemnification: To the fullest extent permitted by law, CITY OF OJAI shall protect, defend, indemnify, and hold harmless VCTC, its officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any act or omission of the CITY OF OJAI or its officers, agents, or servants as a result of any act or omission by CITY OF OJAI in its performance pursuant to this Agreement.

   The obligations of the CITY OF OJAI in these indemnity provisions survive the expiration or earlier termination of this Agreement.

2. Insurance: CITY OF OJAI shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CITY OF OJAI, its agents, representatives, employees or subcontractors. The insurance required by this Section may be satisfied by a program of self-insurance upon satisfactory documentation provided to VCTC that such self-insurance program meets the requirements outlined herein.

a. MINIMUM SCOPE AND LIMIT OF INSURANCE Coverage shall be at least as broad as:

   i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $3,000,000 per occurrence/$6,000,000 general aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

   ii. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $2,000,000 combined single limit, per accident for bodily injury and property damage.

   iii. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

   iv. If the CITY OF OJAI maintains higher limits than the minimums shown above, VCTC requires and shall be entitled to coverage for the higher limits maintained by the CITY OF OJAI. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the VCTC.

b. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

   i. **Additional Insured Status:** VCTC, their officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

   ii. **Primary Coverage:** For any claims related to this Agreement, the CITY OF OJAI's insurance coverage shall be primary insurance as respects VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VCTC, its officers, officials, employees, or volunteers shall be excess of the CITY OF OJAI's insurance and shall not contribute with it.

   iii. **Notice of Cancellation**: Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to VCTC.

iv. **Waiver of Subrogation**: The CITY OF OJAI hereby grants to VCTC a waiver of any right to subrogation which any insurer of the CITY OF OJAI may acquire against the VCTC by virtue of the payment of any loss under such insurance. The CITY OF OJAI agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions**: Self-insured retentions must be declared to and approved by VCTC. VCTC may require the CITY OF OJAI to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Further, if the CITY OF OJAI's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

vi. **Acceptability of Insurers**: Insurance is to be placed with insurers with the current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to VCTC.

c. **Verification of Coverage**: The CITY OF OJAI shall furnish VCTC with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CITY OF OJAI's obligation to provide them. In the event a claim is filed against VCTC as a result of the CITY OF OJAI's actions, the CITY OF OJAI shall provide VCTC a copy of the CITY OF OJAI's insurance policies upon request.

d. **Subcontractor**: The CITY OF OJAI shall require and verify that all subcontractors working on Project maintain insurance meeting all requirements stated herein, and the CITY OF OJAI shall ensure that VCTC is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 and CG 20 40.

3. Termination: The CITY OF OJAI may terminate this Agreement upon written notice to VCTC if Grant Funds are canceled or otherwise unavailable for the Project. The CITY OF OJAI may terminate this Agreement for cause after giving written notice to VCTC of VCTC's default under this Agreement at least thirty (30) calendar days before the termination is to be effective. Within thirty (30) calendar days after receipt of the CITY OF OJAI's written notice of the default, VCTC may cure the default, or, if the default cannot be reasonably cured within that time period, if VCTC has not commenced the

cure within that time period, diligently continued to pursue that cure, and completed it within one hundred eighty (180) calendar days after receipt of the notice. The CITY OF OJAI may not terminate this Agreement if VCTC cures the default in accordance with this Section 3. If the VCTC does not cure the default and CITY OF OJAI terminates this Agreement, CITY OF OJAI shall return any funds that are unused as of the date of the termination and that are not necessary for payment for services provided prior to the termination date.

VCTC may terminate this Agreement upon written notice to the CITY OF OJAI if Grant Funds are canceled or otherwise unavailable to the Project. VCTC may terminate this Agreement for cause after giving written notice to CITY OF OJAI of CITY OF OJAI's default under this Agreement at least thirty (30) calendar days before the termination is to be effective. Within thirty (30) calendar days after receipt of VCTC's written notice of the default, the CITY OF OJAI may cure the default, or, if the default cannot be reasonably cured within that time period, if the CITY OF OJAI has not commenced the cure within that time period, diligently continued to pursue that cure, and completed within one hundred eighty (180) calendar days after receipt of the notice. The VCTC may not terminate this Agreement if the CITY OF OJAI cures the default in accordance with this Section 3. If the CITY OF OJAI does not cure the default and VCTC terminates this Agreement, the CITY OF OJAI may expend Grant Funds to pay contractors for Project work satisfactorily completed through the last working day this Agreement is in effect or committed to be spent by that date.

Neither party shall have any other claim against the other party by reason of an early termination of this Agreement.

4. Changes to Agreement: This Agreement may only be amended by written agreement signed by all parties.

5. Availability of Grant Funds: The Parties understand and agree that VCTC's obligation to allocate funds to the Project is expressly conditioned on the availability of Grant Funds. In the event that the Grant Funds are not allocated to VCTC or are otherwise canceled, terminated or unavailable, VCTC shall have no obligation to allocate funds to the Project. Under no circumstances is VCTC liable for any costs of the Project that are in excess of or ineligible for Grant Funds.

6. Notices of Notification: Any notice required to be given in writing under this Agreement, or other notifications, shall be given to the parties at the following addresses:

Martin R. Erickson, Executive Director
Ventura County Transportation Commission
751 E. Daily Drive
Camarillo, CA 93010

Ben Harvey, City Manager
City of Ojai
401 South Ventura Street
Ojai, CA 93023

With courtesy copy to:

Matthew T. Summers, Ojai City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd, Suite 850
Pasadena, CA 91101

CITY OF OJAI

BY: _____ 3/11/25
Ben Harvey, City Manager

VENTURA COUNTY TRANSPORTATION COMMISSION

BY: _____ 4/2/2025
Martin Erickson, Executive Director

APPROVED AS TO FORM:

BY: _____
Steve T. Mattas, General Counsel

EXHIBIT A
Scope of Work

The City of Ojai's scope of work consists of three (3) project areas, as follows:

1. Capital Transit - Electric Ojai Trolley Purchase and Ojai Trolley Replacement.

The City of Ojai will be using the SB125 funds to assist in the acquisition of a replacement Trolley to allow the City to maintain its "Route A" with the purchase of a used Trolley from the City of Thousand Oaks in the amount of $37,500. This purchase occurred in the City's 2023-24 Fiscal Year.

Additionally, the City of Ojai is under contract with Hometown Manufacturing for the purchase of an all-electric 2025 Villager 32' Trolley in the approximate amount of $581,025. This purchase is anticipated to occur in the 2025-26 Fiscal Year.

The City of Ojai will be purchasing an all-electric SUV during the 2024-25 Fiscal Year at the approximate cost of $64,343 to further expand the City's all-electric fleet of passenger vehicles, further reducing the City's greenhouse gas emissions.

2. Capital Infrastructure - Electric Battery Charging Infrastructure.

The City of Ojai will be using the SB125 funds to assist in the construction of the battery electrification infrastructure required for the City of Ojai to meet the transition to the State's zero-emission mandate for fixed-route, ADA, and recreational transit services. The City of Ojai is proposing to implement battery electric Ojai Trolley and passenger van charging infrastructure at the City's Public Works Yard and the City's Recreational facility, located at 408 South Signal and 510 Park Road respectively, in the City of Ojai. These projects would install the electric vehicle-charging infrastructure necessary for the City of Ojai Transit's transition to a battery-electric fleet of buses, paratransit vehicles, and vans. The construction will aid the City in procuring and installing the various charging units as the next phase of the EV transition is expected to cost $95,000.

3. Operational Support.

The City of Ojai will be using the SB125 funds to assist in the off-set of staffing costs, as the City in September 2024 on-boarded a permanent full time Transit Manager to manage these transportation related projects and has also allocation a portion of the Assistant City Manager's time in the supervision of the City's transit capital and operations. Operational support will be $100,000 across two fiscal years.

Project	**Capital**			**Operations**			**Total**
	FY 23-24	**FY 24-25**	**FY 25-26**	**FY 23-24**	**FY 24-25**	**FY 25-26**	
Replacement Trolley	$ 37,500						$ 37,500
New Trolley			$581,025				$ 581,025
New EV SUV		$ 64,343					$ 64,343
Charging Infrastructure		$ 95,000					$ 95,000
Operations Support					$50,000	$50,000	$ 100,000
TOTALS	**$ 37,500**	**$159,343**	**$581,025**	**$0**	**$50,000**	**$50,000**	**$ 877,868**

BUDGET ACT OF 2023
SB 125 FORMULA-BASED TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM &
ZERO EMISSION TRANSIT CAPITAL PROGRAM

FINAL GUIDELINES

SEPTEMBER 29, 2023



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1 Authority and Purpose

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate $4,000,000,000 of General Fund to the TIRCP over the next two fiscal years as well as $910,000,000 of GGRF funding and $190,000,000 of PTA funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP). These guidelines are specifically developed to facilitate the award of these funds to projects in an expeditious manner.

These guidelines include elements of the policy, standards, criteria, and procedures for the development, adoption, evaluation and administration of the TIRCP last updated for Cycle 6 (which delivered its last tranche of funding for project awards in July 2023) but are unique to this particular cycle of TIRCP funding. In allowing the funds covered by these guidelines to be available for operating costs, the guidelines are also required to be aligned with the legislative intent described in subdivision (d) of Section 75226 of, and subdivision (f) of Section 75260, of the Public Resources Code. They will be further informed by input received through workshops, public comments and written responses to be received by September 14, 2023.

SB 125 provided additional direction with regards to the funding appropriated in the Budget Act of 2023. It created specific categories for funding as follows:

A) $3,995,000,000 over the next two fiscal years shall be distributed pursuant to a population-based formula to regional transportation planning agencies (RTPA) as defined in Section 7 of these guidelines. The bill authorizes RTPAs to use the moneys for high-priority transit capital projects consistent with the uses allowed in Cycle 6 of the TIRCP, which includes existing projects seeking to maintain or obtain federal or local funding commitments, project development for major projects that are seeking to enter or have already entered project development with federal partners, or for new TIRCP projects. As in Cycle 6, all capital projects must both increase ridership and reduce greenhouse gas emissions, in common with traditional TIRCP project requirements. The funding may also be used to fund transit operating expenses that prevent service cuts and increase ridership for operators within the RTPAs jurisdiction, subject to compliance with requirements and further detail described in Section 6 of these guidelines.

B) $1,100,000,000 over the next four fiscal years shall be for the establishment of the Zero-Emission Transit Capital Program (ZETCP) and requires funds under the program to be allocated to RTPAs pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs, as specified (the formula described is consistent with the current State Transit Assistance formula). The bill authorizes RTPAs to use the moneys for zero-emission transit equipment, including, but not limited to, zero-emission vehicles and refueling infrastructure and, subject to compliance with requirements described in Section 6 of these guidelines, to use those moneys to fund transit operating expenditures that prevent service reduction or elimination in order to maintain or increase ridership.

NOTE: Cycle 7 of TIRCP, funded with the regular GGRF and SB1 sources, is expected to be delayed approximately two months from its regular calendar, with a call for projects around December 1, 2023 and

applications due around March 1, 2024. The proposed timeline reflects eligible applicant feedback and will allow applicants to incorporate the regional choices made under SB 125 when determining what to submit to the competitive TIRCP cycle. Based on this timeline, the Program of Projects would be announced around June 1, 2024.

2 Objectives

The TIRCP was created to fund transformative capital improvements that modernize California's intercity rail, bus (including feeder buses to intercity rail services, as well as vanpool and micro transit services that are eligible to report as public transit to the Federal Transit Administration), ferry, and rail transit systems (collectively referred to as transit services or systems inclusive of all aforementioned modes unless otherwise specified) to achieve all of the following policy objectives, as codified in Section 75220(a) of the PRC:

1. Reduce emissions of greenhouse gases
2. Expand and improve transit service to increase ridership
3. Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system
4. Improve transit safety

Additionally, Section 75221(c) of the PRC codifies a programmatic goal to provide at least 25 percent of available funding to projects that provide a direct, meaningful, and assured benefit to disadvantaged communities, consistent with the objectives of SB 535. AB 1550 provides further requirements related to ensuring investments meet the needs of priority populations, a term used to cover disadvantaged communities, low-income communities and low-income households. Investments made by TIRCP are expected to collectively meet or exceed the requirements in AB 1550. Each RTPA will need to provide information related to its projects sufficient to determine the nature of priority population benefits; however, there is no minimum requirement that each project or RTPA needs to meet for the projects submitted.

Taken as a whole, the increases in transit system ridership, as well as the reduction in vehicle miles traveled, congestion and greenhouse gas emissions, will help deliver a healthier and safer transportation system. Investments are expected to position the state to lead in the deployment of cutting edge and zero emission technologies, test innovative strategies and new approaches to reducing transportation-related fatalities, provide important new capacity in corridors that support growth in jobs and housing, and to expand multimodal transportation access and options for all Californians across all regions of the state.

Further, as outlined in SB 125, which amended the Budget Act of 2023, it is the intent of the Legislature to:

(1) provide one-time multiyear bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified

(2) assist transit operators in preventing service cuts and increasing ridership

(3) prioritize the availability of transit for riders who are transit dependent

(4) prioritize transit agencies representing a significant percentage of the region's ridership

To that end, SB 125 specifies that the moneys appropriated in the Budget Act of 2023 may be used for high-priority transit capital projects within the project eligibility categories allowed under TIRCP in Cycle 6, and also for transit operating expenses for operators within the RTPAs jurisdiction. Further detail on the definition of transit operator is included in Section 3.

3 Eligible Recipients and Funding Distribution

The first year of funding for TIRCP and the ZETCP is already available for distribution once required materials are submitted and must be fully encumbered or expended and liquidated by CalSTA by June 30, 2028. FY23-24 funds for TIRCP and the ZETCP must be disbursed to RTPAs by this deadline. Once received by the RTPA there is no deadline for the expenditure of funds.

TIRCP funding will be allocated in both FY23-24 and FY24-25 to RTPAs according to a population-based formula after each recipient first receives $300,000 of base funding.

The $410 million of first year ZETCP funding (from both PTA and GGRF sources), as well as the $230 million for each of the succeeding three years (from GGRF only), will be allocated to RTPAs pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs. This formula matches the approach used to calculate State Transit Assistance distribution.

Eligible recipients of funding are the RTPAs, as defined in Section 13987(j) of the Government Code. The current eligible recipients based on that definition and initial fund estimates by expected recipient are as follows:

A	B	C	D	E	F	G
RTPA	Year 1 TIRCP	Year 2 TIRCP	Year 1 ZETCP (53.66% GGRF, 46.34% PTA)	Years 2-4 ZETCP (per yr, 100% GGRF)	Grand Total (B+C+D+(E*3))	Maximum Admin Share
Metropolitan Transportation Commission	$385,068,697	$386,040,188	$149,679,519	$83,966,559	$1,172,688,081	$5,000,000
Alpine County Transportation Commission	$360,641	$360,794	$6,740	$3,781	$739,518	$25,000
Amador County Transportation Commission	$2,336,465	$2,341,606	$218,158	$122,381	$5,263,373	$52,634
Butte County Association of Governments	$10,488,545	$10,514,269	$1,113,156	$624,454	$23,989,331	$239,893
Calaveras County Local Transportation Commission	$2,576,611	$2,582,360	$238,532	$133,811	$5,798,936	$57,989
Colusa County Local Transportation Commission	$1,402,047	$1,404,830	$119,153	$66,842	$3,126,556	$31,266
Del Norte County Local Transportation Commission	$1,675,501	$1,678,974	$149,752	$84,007	$3,756,247	$37,562
El Dorado County Local Transportation Commission	$9,085,857	$9,108,041	$971,781	$545,145	$20,801,115	$208,011
Tahoe Regional Planning Agency	$5,753,283	$5,767,052	$596,916	$334,855	$13,121,818	$131,218
Fresno County Council of Governments	$51,406,113	$51,535,149	$6,249,069	$3,505,575	$119,707,058	$1,197,071
Glenn County Local Transportation Commission	$1,752,922	$1,756,591	$154,691	$86,778	$3,924,537	$39,245
Humboldt County Association of Governments	$7,130,906	$7,148,153	$825,047	$462,831	$16,492,599	$164,926

Imperial County Transportation Commission	$9,362,644	$9,385,526	$1,027,524	$576,416	$21,504,942	$215,049
Inyo County Local Transportation Commission	$1,259,080	$1,261,501	$99,284	$55,696	$2,786,952	$27,870
Kern Council of Governments	$46,278,687	$46,394,777	$5,050,974	$2,833,473	$106,224,857	$1,062,249
Kings County Association of Governments	$7,982,701	$8,002,098	$827,175	$464,025	$18,204,049	$182,040
Lake County/City Council of Governments	$3,706,510	$3,715,111	$370,593	$207,894	$8,415,895	$84,159
Lassen County Local Transportation Commission	$1,829,937	$1,833,800	$165,103	$92,619	$4,106,698	$41,067
Los Angeles County Metropolitan Transportation Authority	$498,650,905	$499,909,177	$119,494,973	$67,033,765	$1,319,156,350	$5,000,000
Madera County Local Transportation Commission	$8,254,231	$8,274,315	$850,825	$477,292	$18,811,248	$188,112
Mariposa County Local Transportation Commission	$1,161,396	$1,163,571	$91,799	$51,497	$2,571,256	$25,713
Mendocino Council of Governments	$4,848,229	$4,859,713	$505,296	$283,459	$11,063,615	$110,636
Merced County Association of Governments	$14,669,424	$14,705,704	$1,558,919	$874,515	$33,557,593	$335,576
Modoc County Local Transportation Commission	$739,160	$740,269	$49,336	$27,676	$1,611,794	$25,000
Mono County Local Transportation Commission	$976,126	$977,834	$171,629	$96,279	$2,414,427	$25,000
Transportation Agency for Monterey County	$22,218,449	$22,273,790	$2,975,692	$1,669,291	$52,475,803	$524,758
Nevada County Local Transportation Commission	$5,416,406	$5,429,324	$554,558	$311,093	$12,333,568	$123,336
Orange County Transportation Authority	$160,108,526	$160,512,022	$22,473,788	$12,607,247	$380,916,076	$3,809,161
Placer County Transportation Planning Agency	$16,356,936	$16,397,478	$1,900,006	$1,065,857	$37,851,991	$378,520
Plumas County Local Transportation Commission	$1,257,263	$1,259,680	$114,463	$64,211	$2,824,038	$28,240
Riverside County Transportation Commission	$123,382,700	$123,693,468	$14,828,290	$8,318,309	$286,859,385	$2,868,594
Sacramento Area Council of Governments	$100,321,824	$100,574,367	$13,907,018	$7,801,498	$238,207,702	$2,382,077
Council of San Benito County Governments	$3,609,072	$3,617,427	$348,002	$195,221	$8,160,164	$81,602
San Bernardino County Transportation	$110,856,746	$111,135,888	$13,864,934	$7,777,890	$259,191,238	$2,591,912

Authority						
San Diego Association of Governments	$48,212,817	$48,333,791	$6,181,044	$3,467,415	$113,129,896	$1,131,299
San Diego Metropolitan Transit System	$118,515,843	$118,814,323	$17,265,263	$9,685,392	$283,651,604	$2,836,516
San Joaquin Council of Governments	$39,935,609	$40,035,684	$5,031,810	$2,822,723	$93,471,271	$934,713
San Luis Obispo Area Council of Governments	$14,486,636	$14,522,455	$1,569,547	$880,477	$33,220,070	$332,201
Santa Barbara County Association of Governments (SBCAG)	$22,796,994	$22,853,796	$2,916,400	$1,636,030	$53,475,278	$534,753
Santa Cruz County Transportation Commission	$13,771,188	$13,805,201	$2,649,968	$1,486,567	$34,686,060	$346,861
Shasta Regional Transportation Agency	$9,423,391	$9,446,427	$993,316	$557,226	$21,534,813	$215,348
Sierra County Local Transportation Commission	$463,183	$463,595	$17,533	$9,836	$973,818	$25,000
Siskiyou County Local Transportation Commission	$2,515,009	$2,520,601	$239,061	$134,108	$5,676,994	$56,770
Stanislaus Council of Governments	$28,068,044	$28,138,155	$3,037,849	$1,704,159	$64,356,526	$643,565
Tehama County Transportation Commission	$3,587,498	$3,595,798	$347,323	$194,840	$8,115,139	$81,151
Trinity County Transportation Commission	$1,109,747	$1,111,791	$86,567	$48,562	$2,453,791	$25,000
Tulare County Association of Governments	$24,305,505	$24,366,115	$2,748,056	$1,541,592	$56,044,453	$560,445
Tuolumne County Transportation Council	$3,094,210	$3,101,265	$296,569	$166,368	$6,991,148	$69,911
Ventura County Transportation Commission	$42,429,785	$42,536,157	$5,066,998	$2,842,463	$98,560,328	$985,603

Funding distributions will be only made to the above recipients, utilizing fund transfer instructions confirmed with CalSTA by the RTPA prior to transfer, which may in turn make funding available to public agencies in their jurisdiction. RTPAs have the discretion to suballocate or distribute funds within their region based on local needs, existing procedures, policies or priorities, as long as required SB 125 program requirements and goals are met, including addressing how operating needs are expected to be met with SB 125 and/or other resources.

For TIRCP and ZETCP capital projects, the RTPAs may distribute funding to public agencies eligible to receive TIRCP capital funding, including joint powers agencies, that operate or have planning responsibility for existing or planned regularly scheduled intercity or commuter passenger rail service (and associated feeder bus service to intercity rail services), urban rail transit service, or bus or ferry transit service (including commuter bus, vanpool, and micro transit services). Public agencies include local municipalities that operate transit service, construction authorities, transportation authorities, and other similar public entities created by statute. Please note that within such capital projects, with the exception of projects that are in the federal pipeline for major projects project development, the projects funded must result in

construction being completed, as is required under traditional TIRCP funding.

For any spending on transit operations to prevent service reduction or elimination in order to maintain or increase ridership, or to otherwise increase ridership, the RTPAs may distribute funding to transit operators in their jurisdiction that are eligible to receive State Transit Assistance (STA) funding through Section 99314 at the time of distribution by the RTPA. Please note that preventing service reduction and elimination includes the broad variety of expenses required to provide service, including those related to ensuring safety and state of good repair of the vehicles and infrastructure.

RTPAs may also be the sponsor of capital and operating projects and may partner on projects with the agencies eligible to receive funding (such as doing a planning effort tied to making the underlying project more beneficial in a regional context upon implementation).

RTPAs must deposit funds into one or more dedicated bank accounts or custody accounts. Permitted investments include bank demand deposits consistent with California government code, government money market funds, U.S. Treasuries, U.S. Agency securities, California Local Agency Investment Fund (LAIF), and AAA public agency pools, to the extent permitted by RTPA policy and state statute. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated to SB 125 funds. Funds will be disbursed separately from each fund source supporting SB 125 (General Fund for TIRCP; PTA and GGRF for ZETCP) and identified as such when disbursed. RTPAs are responsible for tracking the receipt and utilization of these funds separately, and recording interest earned (or other investment income earned) on each fund source separately. The interest or investment earnings must also be spent on approved eligible projects within each program and will be accounted for when an agency submits its required Annual Report, as described in Section 9. When the recipient agency submits its Annual Report, they are required to submit a copy of their most recent bank statement. The additional spending made possible by interest or investment earnings shall be approved through submitting an Updated Program Allocation Request to CalSTA, which will approve such spending based on review of project eligibility.

RTPAs, transit operators and other public agencies expending SB 125 formula funding assume responsibility and accountability for the use and expenditure of allocated funds in accordance with these guidelines and applicable statutes. These agencies must also comply with all relevant federal and state laws, regulations, policies, and procedures.

4 Schedule

CalSTA Publishes 2023 SB 125 Guidelines	September 29, 2023
Optional, time-limited, focused virtual meetings for agencies to discuss and clarify program requirements (will be scheduled by request)*	October 16-December 8, 2023
Initial Allocation Package Submittal Due	December 31, 2023
Regionally Compiled Transit Operator Data Due	December 31, 2023
Requested Funding Will be Allocated No Later Than	April 30, 2024

**Comments and requests for meetings can be submitted to: SB125transit@calsta.ca.gov*

5 Eligible Projects

TIRCP Funding ($3.995 billion)

In order to be eligible for TIRCP capital project funding under this program, a capital project must demonstrate that it will achieve a reduction in greenhouse gas emissions using the relevant sections of the ZETCP Quantification Methodology. It must also demonstrate an increase in ridership.

As codified in Section 75221(a) of the PRC, projects eligible for funding under the program include, but are not limited to, the following:

1. Rail capital projects, including intercity rail, commuter rail, light rail, and other fixed guideway projects. Additionally, the acquisition of rail cars and locomotives, and the facilities to support them, that expand, enhance, and/or improve existing rail systems and connectivity to existing and future transit systems, including the high-speed rail system.
2. Intercity, commuter, and urban rail projects that increase service levels, improve reliability, or decrease travel times, infrastructure access payments to host railroads in lieu of capital investments, efforts to improve existing rail service effectiveness with a focus on improved operating agreements, schedules, and minor capital investments that are expected to generate increased ridership, as well as larger scale projects designed to achieve significantly larger benefits.
3. Rail, bus, and ferry integration implementation, including:
    a. integrated ticketing and scheduling systems and related software/hardware capital investments (including, but not limited to, integration with bus or ferry operators and the use of contactless payment and General Transit Feed Specification (GTFS) implementation through Cal-ITP)
    b. projects enabling or enhancing shared-use corridors (both multi-operator passenger only corridors as well as passenger-freight corridors)
    c. related planning efforts focused on, but not limited to, delivery of integrated service not requiring major capital investment, such as transit route and schedule integration (or coordination)
    d. other multimodal and service integration initiatives, including active transportation and other access investments which increase transit and rail ridership and reduce greenhouse gas emissions
4. Bus rapid transit and other bus and ferry transit investments (including autonomous fixed guideway, vanpool, and micro transit services operated as public transit and first-/last-mile solutions), and to increase ridership and reduce greenhouse gas emissions. This includes large scale deployment of zero emission vehicles and the technologies to support them, and capital investments as a component implementing transit effectiveness studies that will contribute to restructured and enhanced service.

Grade separations and grade crossing improvements on passenger rail corridors or related to transit projects are eligible, as they are under the discretionary TIRCP. In addition to providing safety benefits, these projects often provide certain roadway based (and sometimes rail related) greenhouse gas emission reductions and a small increase in ridership (tied to reductions in train delays and cancellations tied to incidents at the crossing, and sometimes speed increases that occur after crossings are improved or eliminated). In some cases, ridership increases from such projects are more significant if they are necessary to increase train frequency.

Projects related to mitigating the impacts on freight rail services that are caused by growth in passenger rail may also be eligible for TIRCP funding even if they are not directly on the passenger rail corridor.

Projects that link housing with key destinations and that improve accessibility to economic opportunities are also eligible for TIRCP funding.

Demonstration projects that are smaller-scale efforts with great potential to be expanded are eligible for

funding.

Projects may include new approaches to attracting increased ridership such as smart phone mobile ticketing, contactless payment, or other software and hardware solutions to reduce ticketing transaction costs, or a test of a concept related to integrated ticketing, as well as intercity rail/transit effectiveness or operational planning as a component of the capital investments in improved, expanded and/or restructured service designed to cost-effectively increase ridership. Research, development, and testing of emerging technologies are eligible components. Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.

Many TIRCP applicants have met the requirements for reducing greenhouse gas emissions and increasing ridership through combining related capital investments that may individually address only one or the other benefit. Many TIRCP applicants have also augmented their chosen capital projects with key network integration planning studies that consider how to enhance the benefits of their projects (in connecting to other transit and rail systems), or planning efforts that consider a later phase of capital investment and the benefits it will bring to the current proposed project when constructed at a later date.

Agencies may apply to TIRCP Cycle 7 or later for projects that use SB 125 resources for new projects, either to complete project funding or to expand project scope; SB 125 funding will be counted as matching funds in future TIRCP discretionary grant applications. Additional guidance will be provided in the TIRCP Cycle 7 guidelines.

Additionally, RTPAs may suballocate funds to agencies in their jurisdiction so agencies may use this funding to support projects that have previously received a TIRCP award and require an additional infusion of resources to deliver the original scope. RTPAs may also allocate funding to any project awarded funds in Cycle 6 that pledged to use future TIRCP formula funds as match, in accordance with the direction provided in the Cycle 6 guidelines. RTPAs may assume that any funding from these SB 125 resources will help obtain or maintain funds from federal, state and local sources already committed to the projects, and document this benefit for their own projects, and require such documentation of benefits from project sponsors for other projects, in their Allocation Package submissions. Agencies shall state which project is seeking additional funds, identifying the Cycle 1 through 6 project, and whether the funding is needed for the full project scope or for a subcomponent.

RTPAs may suballocate funds to agencies in their jurisdiction so agencies may also use this funding for project development activities, similar to the “Major Projects Project Development Reserve” that was established in the Cycle 6 guidelines, including use of additional funding for projects that received funding for such projects in the Cycle 6 awards. While projects and programs of projects do not need to be ready for construction, agencies should identify how their project or program of projects will be eligible to apply for TIRCP construction funding in the future and what specific federal, state and other funding programs they are planning to utilize for construction funding. As in Cycle 6, such projects must either be pursuing Capital Investment Grant funding through the Federal Transit Administration (FTA) or be parht of the pursuit of Federal Railroad Administration funding through the Corridor Identification Program. Projects not pursuing federal funds for construction from FTA or planning to pursue FRA capital funding for construction through one of the Bipartisan Infrastructure Law programs are not eligible. Agencies may apply to TIRCP Cycle 7 or later for projects that use SB 125 resources for project development; SB 125 funding will be counted as matching funds in future TIRCP discretionary grant applications.

RTPAs that are themselves the capital project sponsor may also utilize funds for their own projects.

RTPAs are also authorized to use TIRCP moneys, subject to compliance with requirements described in Section 6 of these guidelines, to fund transit operating expenses within its jurisdiction that prevent service cuts and increase ridership, including those related to ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs. Planning expenses related to implementation of ridership recovery and retention strategies are also eligible as operating projects, whether at the

RTPA or STA-eligible transit operator level. RTPAs that are themselves the operator of transit services may also utilize funds for their own operations. Service planning necessary to experiment with, demonstrate or implement significant service modifications may be funded as an operating expenditure at either the RTPA or transit operator level.

ZETCP Funding ($1.1 billion)

Pursuant to SB 125, zero-emission transit equipment, transit facility and network improvement projects such as those that support replacing aging vehicle fleets with Zero-Emission Vehicles (ZEVs), and associated fueling or charging infrastructure or facility modifications, are eligible projects for the Zero-Emission Transit Capital Program (ZETCP). ZEVs include heavy- and light-rail vehicles, buses, and other ZEVs used for transit service. Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.

GGRF funds used on these projects (53.7% of the first year and 100% of years 2-4) will require submission of information described in the ZETCP Quantification Methodology, as expending GGRF funds requires benefits reporting. They also require compliance with the CARB Funding Guidelines applicable to all GGRF funding, including semi-annual benefits reporting and identification of benefits to priority populations.

ZETCP funding may also be used for transit operations expenditures that prevent service reduction or elimination in order to maintain or increase transit ridership, in accordance with the provisions described in Section 6 of these guidelines, including those related to ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs. Planning efforts necessary to implement one or more of the Innovative Clean Transit Plan efforts within the region, and planning expenses related to implementation of ridership recovery and retention strategies, may be programmed as an operating expense out of the PTA portion of funds disbursed to each RTPA, but must be requested in an Allocation Package submission covering the FY23-24 funding year.

A maximum of 1% of total multi-year SB 125 funding, or $5 million, whichever is lower, may be programmed by the RTPA for RTPA administration of SB 125 funding across both the TIRCP and ZETCP, and for planning expenses related to preparing and implementing the initial short-term financial plan, updates to the short-term financial plan, and the long-term financial plan, including planning expenses related to implementation of ridership recovery and retention strategies. If less than $25,000 would be available under this formula, a maximum of $25,000 shall be available to such RTPAs for RTPA administration and planning expenses. As the RTPAs are tasked with developing the regional long-term financial plan for their jurisdictions, there is no requirement to program and suballocate funds to transit operators for this purpose, although they may do so at their discretion. The RTPAs can procure professional services or use their own staff to gather the reports, data and relevant information needed to develop the regional long-term financial plan required by SB 125. This request must be made in the Allocation Package submissions covering FY 23-24 funding from the ZETCP due on December 31, 2023, as an operating project associated with the RTPA, as most funding will be drawn from the Public Transportation Account resources only available in that year. If included in the December 31, 2023 submission, funds may be applied to expenses incurred at any point in the RTPAs FY23-24 fiscal year, including those incurred prior to receipt of funding, subject to RTPA policies that allow such reimbursement. Very small RTPAs may be directed by CalSTA to program the balance of funding from 1st year General Fund resources available under TIRCP if there are insufficient PTA funds available to meet their requested administrative funding amount. Small RTPAs are encouraged to combine planning efforts if feasible. Should RTPAs be part of project-specific project management, resources required for those efforts are to be separately identified as part of the funding requested for each project, as appropriate.

6 Requirements for Funding Allocations

Each RTPA seeking allocation of funding shall complete an Initial Allocation Package by December 31, 2023. Allocation Packages are encouraged to describe the full four-year plan for use of formulaic funds if already known, understanding that each year's funds are subject to appropriation in the respective budget year. However, Allocation Packages are expected to be updated for future years should there be any change in funding availability or projects selected for funding distribution. Allocation packages will be treated in accordance with Public Records Act requirements and certain information, subject to those requirements, may be publicly disclosed.

Each Allocation Package shall include, as applicable, the following:

A. **A signed cover letter**, with signature authorizing and approving the request by the eligible RTPA. This cover letter should also confirm that the RTPA developed the plan in consultation and coordination with its transit operators.

B. **An Allocation Package Narrative Explanation**, covering most of the requirements for the **regional short-term financial plan for immediate service retention** required by statue**.** This narrative explanation is required by December 31, 2023, unless the RTPA declares that none of the STA-eligible transit operators eligible to receive funding within their jurisdiction will have an operational funding need for SB 125 or additional discretionary or nonformula state funding between the 2023-24 fiscal year and the 2026-27 fiscal year, inclusive. It also must declare that it will not use the SB 125 funding as operating funding for any of its STA-eligible transit operators (or its own transit operations, when the RTPA also operates transit service). Such declarations may take the place of the narrative explanation, if applicable. Even if such declarations are made, the regional Allocation Package Narrative Explanation will still be a required submission by December 31, 2024, in order to receive a timely allocation of FY24-25 funding from SB 125 sources.

   The Allocation Package Narrative Explanation shall include the following:

   i. **An explanation of what funding and service actions are being taken within the region that utilize resources other than SB125 funding.** This explanation incorporates the requirement to provide *a demonstration of how the region will address any operational deficit, using all available funds, through the 2025–26 fiscal year, based on a 2022 service baseline.* Each plan shall provide narrative and data describing the funding approach that addresses expected operational deficits of existing STA-eligible transit operators through the 2025-26 fiscal year across all the region's STA-eligible transit operators, including strategies to use all available local, state, and federal funds to address such deficits, and the impacts such strategies may have on any capital projects. This section shall focus on the approaches the region is taking and plans to take before the use of SB 125 funds to mitigate operational deficits, both in calendar year 2023 and in future fiscal years through the end of FY25-26. When applicable, this should include reference to delay or elimination of lower priority capital projects to increase funding for operations, utilizing historically high State Transit Assistance funding tied to recent high diesel fuel prices, the use of federal transit formula funding made higher through the Infrastructure Investment and Jobs Act (IIJA) for preventative maintenance expenditures within the operating budget, or the use of higher Local Transportation Fund revenues tied to healthy sales and use tax receipts in certain counties. In some cases, strategies involving the use of non-SB 125 funds to increase transit operator funding may allow SB 125 funds to target capital needs. If utilized, such strategies should be described in this section. To the extent that such deficits cannot be fully addressed with available funds and actions, service impacts relative to the December 31, 2022 service baseline shall be described. *This section shall be analyzed and reviewed for completeness. It is understood to be a summary of major*

actions taken and planned to be taken across the region based on RTPA and/or transit operator decision-making.

ii. **A description and justification of the RTPA strategy to use SB 125 funding to construct capital projects and fund operating expenses that lead to improved outcomes in its jurisdiction**. This section shall describe the region's overall strategy for choosing to spend the expected SB 125 funds on the capital projects and operational expenses described in its Allocation Package. This section addresses the statutory requirements to provide a *justification for how the region's funding is proposed to be allocated to capital and operational expenses* and provide *a demonstration of how the plan will mitigate service cuts, fare increases, or layoffs relative to a 2022 service baseline to achieve short-term financial sustainability.* This section shall highlight the specific manner in which SB 125 funding requested for operations will reduce or eliminate the need for service cuts, fare increases or layoffs. With recent positive results from efforts designed to increase speed of transit services, allowing similar levels of service with lower operating costs or more service with the same operating budget, this section of the Allocation Package would benefit from describing any such efforts that are proposed for the region and transit operators in question. This can include transit-specific infrastructure, stop consolidation, or other efforts. In addition, this description addresses the statutory requirement to provide *a summary of how the plan will support ridership improvement strategies that focus on riders, such as coordinating schedules and ease of payment and improving cleanliness and safety, to improve the ridership experience.* Since increasing ridership and the associated fare revenues is one approach to strengthening the financial performance of each region's transit operators, this section shall highlight any portion of the capital projects or any portion of operating funds that are specifically focused on supporting improvement in ridership. This section should also describe any efforts to integrate fares among transit agencies in the region or even outside of the region covered by the RTPA. *This section shall be analyzed and reviewed for completeness.*

iii. **A detailed breakdown and justification for how the funding is proposed to be distributed between transit operators and among projects, consistent with the legislative intent described in SB 125.** This section shall include a narrative (and appropriate data and tables) describing the justification for the funding distribution to each specific operator and project that is requested. If requesting spending for transit operations, this section shall address the following items identified in the legislative intent language in SB 125:

1. address operational costs until long-term transit sustainability solutions are identified
2. assist transit operators in preventing service cuts and increasing ridership
3. prioritize the availability of transit for riders who are transit dependent
4. prioritize transit agencies representing a significant percentage of the region's ridership

If requesting funding for both capital projects and transit operations, the justification for the capital project shall include discussion of the high-priority nature of the capital project and the significance of its completion to the region. In most cases, existing TIRCP-funded capital projects that are already substantially funded and in need of additional resources for completion are expected to be prioritized over beginning new projects. This narrative section should address the approach to this issue. *This section shall be analyzed and reviewed for completeness.*

C. **An Allocation Package Detailed Project Description**, required of all agencies requesting an allocation, regardless of whether they are required to submit a short-term financial plan by the end of 2023. This detailed project description covers all projects that are recommended by the RTPA for SB 125 funding. It does not need to fully utilize all available funds, as this document may be updated on a rolling basis throughout the period covered by SB125 funding as part of an Updated Allocation Package submission. However, for timely distribution of FY23-24 funds, this portion of the Allocation Package must be submitted by December 31, 2023, and for timely distribution of FY24-25 funds, by December 31, 2024.

The **detailed project description** described above must provide details about how the funding is proposed to be distributed between transit operators and among projects, both capital and operations. *This section shall be analyzed and reviewed for project eligibility and completeness.*

The list is divided into three sections, covering TIRCP Capital, ZETCP Capital and Operations Funding. Required contents for each are below.

TIRCP Capital

1. If an agency is requesting allocations for funding for an **existing TIRCP project** (i.e., a project that has received a previous TIRCP grant, including those involving project development for major projects), they should identify the title of the project and the TIRCP cycle of award (cycles 1-6). They should also identify whether the funds will be used for the full project or for a subcomponent. Each project receiving additional funding shall identify the reason for additional funds being needed, including cost escalation, additional scope requirements or maintaining federal funding commitments. No additional GHG reduction or increased ridership benefits are required to request funds for an existing TIRCP project.
2. If an agency is requesting allocation for funding for **new TIRCP-eligible projects,** they shall include for each requested TIRCP capital project:
    a. A summary or fact sheet (one- to two-page) that includes the following elements:
        i. Implementing agency or agencies
        ii. Project title
        iii. Dates for the start and end of each project phase
        iv. Summary of project scope
        v. Total project costs, including identification of the amount of funding used for project management as budgeted for the agency or agencies involved (inclusive of RTPA project management)
        vi. Identification of the source, type and amount of all funding
    b. A detailed project schedule, including the project's current status, and the completion dates of all major delivery milestones.
    c. Project Location – provide a map for each of the following:
        i. Project location denoting the project site. Provide a KML file for the project with the transit route/project location represented by lines and stops represented by points as applicable.
        ii. In addition to showing where housing exists, provide information on housing density and planned/zoned/permitted/etc. housing density. This information may come from planning documents and/or zoning code if other approaches are not readily available.

iii. In addition to illustrating existing employment centers, provide information on employment density, mix of employment types, and planned future employment land uses. This information may come from planning documents and/or zoning code if other approaches are not readily available.

iv. Planned and existing active transportation infrastructure (what currently exists, what is planned, and what would be funded by the project.

d. An explanation of greenhouse gas reducing features of the project such as project components that improve air quality and reduce greenhouse gas emissions along a specific corridor, surrounding land use density, housing and employment centers, transit- oriented development/sustainable communities strategy projects, active transportation infrastructure and other features, to the extent available. For all construction projects, agencies are required to submit a copy of the California Air Resources Board (CARB) Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits identified in Attachment 2.

e. An explanation of expected ridership benefits of the project when constructed, including how the project supports better integration of transit services in the region among modes and providers if applicable.

f. If applicable, an explanation of how some or all of the project is expected to provide direct, meaningful, and assured benefits to a disadvantaged community, low-income communities or low-income households as defined by SB 535 and AB 1550.

3. If agencies plan to use this funding for only **project development activities for a new project**, they are required to show how their project or program of projects will be eligible to apply for TIRCP construction funding in the future. If the project would not be eligible to apply for TIRCP as a new project, it will not qualify for funding for project development. Agencies shall also demonstrate that they have entered into, or have applied to enter into, federal project development processes for at least a portion of the project or program of projects, and that they expect to receive federal funding in the future once complete with project development. If the agency expects to be able to leverage state funding to provide the match necessary to obtain federal planning funds, this should also be identified. The required detail for project development only is as follows:

    a. A summary or fact sheet (one- to two-page) that includes the following elements:

        i. Implementing agency or agencies

        ii. Project title

        iii. Dates for the start and end of each project development phase, as well as the anticipated date of construction

        iv. Summary of overall project scope for the constructed project, with an emphasis on project development scope

        v. Total project costs for project development, and an estimate of the fully constructed project cost if available

        vi. Identification of the source, type and amount of all funding for the project development phase and intended funding for the construction phase

    b. A detailed project schedule for the project development phase, including the project's current status, and the completion dates of all major delivery milestones.

    c. Description and map designating the project location

d. An explanation of greenhouse gas reducing features of the project such as project components that improve air quality and reduce greenhouse gas emissions along a specific corridor, surrounding land use density, housing and employment centers, transit- oriented development/sustainable communities strategy projects, active transportation infrastructure and other features, to the extent available. No GHG emissions reduction quantification is required, but can be acknowledged, if available.

e. An explanation of expected ridership benefits of the project when constructed, including how the project supports better integration of transit services in the region among modes and providers if applicable.

f. If applicable, an explanation of how some or all of the project is expected to provide direct, meaningful, and assured benefits to a disadvantaged community, low-income communities or low-income households as defined by SB 535 and AB 1550.

ZETCP Capital

If an agency is requesting allocation for funding for **ZETCP capital projects,** they shall include for each requested ZETCP capital project:

a. A summary or fact sheet (one- to two-page) that includes the following elements:

   i. Implementing agency or agencies

   ii. Project title

   iii. Dates for the start and end of each project phase

   iv. Summary of project scope

   v. Total project costs, including identification of the amount of funding used for project management as budgeted for the agency or agencies involved (inclusive of RTPA project management)

   vi. Identification of the source, type and amount of all funding

b. A detailed project schedule, including the project's current status, and the completion dates of all major delivery milestones.

c. Project Location – provide a map for each of the following, where relevant:

   i. Project location denoting the project site. Provide a KML file showing project location(s) and impacted transit lines.

   ii. In addition to showing where housing exists, provide information on housing density and planned/zoned/permitted/etc. housing density. This information may come from planning documents and/or zoning code if other approaches are not readily available.

   iii. In addition to illustrating existing employment centers, provide information on employment density, mix of employment types, and planned future employment land uses. This information may come from planning documents and/or zoning code if other approaches are not readily available.

   iv. Planned and existing active transportation infrastructure.

d. An explanation of greenhouse gas reducing features of the project. For all construction projects, agencies are required to submit a copy of the California Air Resources Board (CARB) Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits identified in Attachment 2.

e. At the time of the Allocation Package submission, applicants are required to submit a job co-benefit modeling tool, which is based upon a co-benefit assessment methodology

developed by CARB. This tool can be found here: https://ww2.arb.ca.gov/resources/documents/cci-methodologies

f. An explanation of how some or all of the project is expected to provide direct, meaningful, and assured benefits to a disadvantaged community, low-income communities or low-income households as defined by SB 535 and AB 1550. Agencies must evaluate the criteria detailed by CARB (see Attachment 1) and complete the CARB benefit criteria table in Attachment 3, to determine whether the project meets criteria for providing direct, meaningful, and assured benefits to a disadvantaged community, low-income community, and/or low- income households and address a community need pursuant the CARB's Funding Guidelines, and document the manner in which all or part of the project does so. If an agency plans to engage in additional efforts to consult with disadvantaged or low-income stakeholders as part of project development, a specific task and budget for the proposed activities should be included in the project application.
    i. It is a goal of programs using GGRF resources to maximize benefits to disadvantaged communities and low-income communities and households. Pursuant to the requirements of SB 535, as amended by AB 1550, the overall California Climate Investments Program funded with Cap-and-Trade auction proceeds must result in: (1) a minimum of 25% of the available moneys in the GGRF to projects located within, and benefiting individuals living in, disadvantaged communities, (2) an additional minimum of 5% to projects that benefit low-income households or to projects located within, and benefiting individuals living in, low-income communities located anywhere in the state, and (3) an additional minimum of 5% either to projects that benefit low-income households that are outside of, but within a 1/2 mile of, disadvantaged communities, or to projects located within the boundaries of, and benefiting individuals living in, low-income communities that are outside of, but within a 1/2 mile of, disadvantaged communities.
    ii. Information on California Climate Investments to Benefit Disadvantaged Communities with background on SB 535, AB 1550 and the CalEPA California Communities Environmental Health Screening Tool 4.0 (CalEnviroScreen), can be found at: https://calepa.ca.gov/EnvJustice/GHGInvest/

g. Identification of whether the entire project, or only certain components, address AB 1550 benefits, and identification of the portion of the budget related to those components.

h. An explanation of expected ridership benefits of the project when constructed, if any.

Transit Operations Funding

If an agency is requesting an allocation of funding for transit operations for one or more of the STA-eligible transit operators in its jurisdiction, it shall include the following information for each operator covered by its request:

1. Name of Transit Operator
2. 2022-23 Ridership for the Operator and Operator's Percent of Region's Total Ridership
3. Amount of Funding Requested, by source (TIRCP or ZETCP) and Budget Year
4. List of Specific Activities Funded by the Request, quantified where possible:
    a. Amount of service being paid for by the additional funding expressed in both revenue service hours and by nature of service retention, restoration or increase invested in (e.g. preventing a reduction in frequency on one or more routes (or systemwide), frequency increases on particular routes or launch of new routes made possible by the funds). Costs involved in maintaining current

operations may include those necessary for ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service and shall be identified with respect to the current service level they are protecting. In some regions, a different STA-eligible operator may be better able to implement increased or restored service levels than the original operator. This flexibility is allowed and should be noted in the project description when utilized.

b. Identification of operating expenses invested in increased safety and security measures

c. Identification of operating expenses that are intended to increase ridership, including those that fund actions to improve coordination of routes and schedules

5. Identification of benefits to transit dependent riders of activities funded by the request

D. **A summary Excel table including the proposed uses of TIRCP and ZETCP funds by fiscal year of availability**, up to the levels presented in Section 3 above. Uses shall be subdivided between funding for capital projects and funding for operations expenses, with each project and its implementing agency specifically identified, and each operator that will receive operations funding also specifically identified. An Excel template to be used in submitting this required information will be available on the CalSTA website within the Subject Area page dedicated to SB125 Funding. This table should contain data that matches the information submitted in the **Allocation Package Detailed Project Description.** The data table shall indicate the funding year from which funds are encumbered to the project or operating expense by the RTPA. Actual expenditure of funds may be in that year or a future year, as necessary for the project or operation.

E. Agencies must also submit **regionally representative transit operator data** in coordination with transit operators providing service within the jurisdiction of the regional transportation planning agency. Regionally representative operator data is expected to include all State Transit Assistance-receiving agencies that are also direct reporters to the National Transit Database (NTD), as well as any additional agencies that are expected to receive either operating or capital project funding from the SB 125 funds. Exceptions are noted below. This data collection is aligned with some of the expected data needs for the Transit Transformation Task Force. For agencies to receive an allocation of funds in the 2023-24 fiscal year, the transit operator data must be submitted by December 31, 2023. CalSTA and Caltrans will review the data submissions for completeness, understanding the quality of the data may vary between operators. RTPAs are not required to confirm the data accuracy compiled from their transit operators. If the transit operator data does not meet the following requirements or is incomplete, agencies will have an opportunity to remedy their submission and receive access to the funding after the requirements are met, by no later than April 30, 2024. The regionally representative transit operator data shall include, but is not limited to:

i. **Existing fleet and asset management plans by transit operators.** Innovative Clean Transit Plan developed for CARB will be considered an already-responsive component of this requirement. Operators that are required to submit Asset Information Module data to the FTA's National Transit Database (whether on their own or as part of a group plan) should confirm the last time period for which data was submitted, and whether they submitted their data as part of a group plan. If such data is already submitted to the NTD by Caltrans, the most recent submission should be noted and referenced. If the STA-eligible transit operators within an RTPA's jurisdiction have operator-specific fleet and/or asset management plans developed for their own management purposes, or for compliance with FTA Capital Investment Program requirements, the most recent version of such plans should be submitted.

ii. **Revenue collection methods and annual costs involved in collecting revenue for each transit operator and regional transportation planning agency involved, by payment instrument.** The methods (payment instruments) of revenue collection should be noted and described for all operators covered by the data submission requirements, including reference to use of cash fareboxes, transit passes and tickets available for sale at different locations and in different media, use of mobile ticketing and/or use of smart cards or contactless payment. Information on revenue collection costs shall also be submitted for those operators or regional agencies that are able to identify specific costs in their operating or capital budgets associated with such revenue collection costs. Annual cost should be related to annual revenue for each STA-eligible transit operator that has relevant data to report. For operators that have no identifiable expenses and are not NTD reporters, fare revenues shall still be submitted for the most recent fiscal year in question. For regional agencies that have revenue collection costs without collecting fare revenues directly, the revenue collection costs should be reported by payment instrument, along with an indication of which operators are served by such revenue collection efforts.

1. The dataset shall include, for each transit operator or regional transportation planning agency involved in revenue collection (as applicable):
    a. Total cost of revenue collection and total revenue collected for the most recent fiscal year
    b. Cost of revenue collection by payment instrument (where available, even if only for certain instruments and not all) and total revenue collected by those same payment instruments, for the most recent fiscal year.
2. Planned capital costs related to fare collection in the next 4 years, if any are planned (including those within expected transit vehicle or other procurements).

iii. **A statement of existing service plan and planned service changes through the end of 2023-24, and schedule data in General Transit Feed Specification (GTFS) format.** The goal of this data submission is to provide up to date representation of schedules by transit operator. Nearly all transit agencies of the state are providing their data in GTFS format on a regular basis, and are required to start doing so by FTA regulations by 2024. Such data is already visible to the public and to state agencies as indicated below. Compliance with these statutory requirements may be met by each operator confirming that their current schedule data is correct (an accurate representation of the service that the customer will see in operation), and that future service changes will be translated into an updated GTFS format on a timely basis. If a service change is planned during FY 23-24, an estimated date for submission of GTFS data should be indicated.

A brief summary of the existing service plan and changes to the levels of service planned by operator, at a level that is representative of the larger planned changes but does not need to cover minor changes, shall accompany the allocation package. Major frequency changes, or addition or discontinuance of routes, should be reflected, but not minor routing or scheduling changes. In addition, changes in total amount of revenue service hours planned for this current fiscal year shall be reported, along with the timeframe for such a change.

1. Existing service is assumed to have been described in the agencies most recent GTFS feed / GTFS Realtime feed. A list of agencies and associated

feeds can be found at https://data.ca.gov/dataset/cal-itp-gtfs-ingest-pipeline-dataset/resource/e4ca5bd4-e9ce-40aa-a58a-3a6d78b042bd. If this is in error, please contact hello@calitp.org. More general information specific to reporting in GTFS may be found at https://dot.ca.gov/cal-itp/california-minimum-general-transit-feed-specification-gtfs-guidelines.

2. For the proposed service plan, the ideal format is a GTFS feed, representing, at a minimum, proposed weekday, Saturday and Sunday service, planned scenario. Otherwise, we will accept frequency or new line-based changes. (i.e., line X goes from every 20 minutes to every 10 minutes during peak periods, defined as 6am-9am and 4pm to 7pm).
3. The phasing plan for any proposed service changes.

iv. **Expenditures on security and safety measures.** This data should be submitted by those agencies that have current or changed levels of expenditure that are specific to security (including cybersecurity) and safety measures, if applicable to the agency or operators covered by the report. This information is expected to highlight those regions and agencies that are expending significant funding, in order to consider this in the context of the Transit Transformation Task Force and to consider the role such spending may play in restoring and increasing ridership. Not all agencies and operators are expected to have specific data in this area.

v. **Opportunities for service restructuring, eliminating service redundancies, and improving coordination amongst transit operators, including, but not limited to, consolidation of agencies or reevaluation of network management and governance structure.** RTPAs with efforts involving these activities across their region or involving specific operators shall provide a summary of the opportunities they are pursuing or have acted upon, including any reports on such opportunities.

Technical assistance in addressing the required contents of the Initial Allocation Package and any future updates may be requested by emailing the SB 125 e-mail address at SB125transit@calsta.ca.gov. Assistance may be provided by CalSTA, Caltrans or CARB, depending on the nature of the specific question.

Applicants are reminded that while initial allocation packages are due by December 31, 2023, they may submit updates to such packages on a rolling basis that CalSTA anticipates reviewing on a 30- to 60-day timeline for approval of additional allocations of funding, up to the limit available for the RTPA at the relevant point in the program.

RTPAs are also required to make publicly available (i.e., posted online) a summary of monthly ridership data, consistent with the data submitted to the FTA's NTD, from all its transit operators and should cover the time period starting on July 1, 2022, through at least June 30, 2028. The monthly reports should include ridership data for each mode of public transportation service that the agency operates. This information will provide the public with monthly trends in ridership and service supplied throughout the year, and also allow for a comparison of ridership recovery compared to this same time last year. Caltrans will provide all RTPAs with a summary report each month that meets the requirements of this statutory provision, drawn from the data reported to the National Transit Database. The data will be drawn from the NTD at: Complete Monthly Ridership (with adjustments and estimates) | FTA (dot.gov). RTPAs are required to post a link to this report and data in a manner easily accessed by the public, so that ridership trends within their region can be easily reviewed, in order to receive approval for their allocation packages. For RTPAs with transit operators who do not report monthly data to the NTD, Caltrans will include the most recent annual ridership numbers provided to the NTD. RTPAs may publish

additional ridership data for agencies that do not report monthly to the NTD at their discretion, in order to allow public understanding of the changes in ridership experienced over the SB 125 funding time period.

Unrelated to the Allocation Package submissions, agencies are required to submit and receive approval of a one-time, long-term financial plan by June 30, 2026, that addresses the approach to sustain the region's transit operations absent additional discretionary or nonformula state funding to maintain eligibility for future TIRCP funding in the 2026-27 fiscal year and beyond. *This plan will be analyzed and reviewed for completeness.*

Each long-term financial plan shall include, but is not limited to:

I. Demonstration of the implementation of ridership retention and recovery strategies, including, but not limited to, policies that prioritize safety and cleanliness and streamlined coordination between transit operators, such as schedule coordination, reduced boarding times, operational management, and site sharing, to improve rider experience.

II. A five-year forecast of operating funding requirements with detail on all sources of funding proposed for operations, including any new local and regional funding sources being pursued and the progress and improvements implemented since the last submitted regional short-term financial plan.

Technical assistance as it relates to the development of long-term financial plans may be offered from CalSTA and/or Caltrans. RTPAs are expected to utilize existing plans and documents that address the requirements of the long-term financial plan where possible, including the use of supplemental materials or addenda that address the long-term plan requirements and reference back to their existing plans as applicable. CalSTA analysis and review for completeness will only extend to content required by the provision of SB 125. Additional guidance will be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125.

7 Approval and Programming

Once an agency's Initial Allocation Package is received, along with verification that monthly ridership data as required by statute is available on each regional agency's website, CalSTA will review and analyze the submitted documents for completeness and for project eligibility with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding. If all projects are eligible and the documentation is complete, CalSTA will notify the RTPA that its package is approved, publish the information on its SB125 Transit Formula Program subject area page, and authorize disbursement of applied-for funds to the RTPA. If Initial Allocation Packages are incomplete, RTPAs will be promptly notified and allowed to address areas of incompleteness. If any projects are found to be ineligible, RTPAs will be provided an opportunity to choose between ether remedying the ineligible project (or replacing it with another) prior to having the entire package approved, or advancing all projects that are eligible and addressing the ineligible project in a future Updated Allocation Package. CalSTA will maintain a Program Allocation Report that will incorporate all approved projects (both capital and operating) that will be updated in any quarter during which additional approvals of Initial Allocation Packages or Updated Allocation Packages have been made.

Agencies are not required to fully apply for all available funding at the time of Initial Allocation Package submission. Unrequested monies, or the request to program interest earned on deposited funds that have not yet been disbursed to implementing agencies, may be requested in a future Updated Allocation Package. If an agency chooses to request previously unrequested funding or reprioritize funding between projects (including the addition or deletion of a project from their approved project list), an Updated Allocation Package shall be submitted for approval, including a Summary of Changes section immediately after the cover letter authorizing submission, and any updates to the project information in the document

relative to the request. Such documents will be reviewed and analyzed upon receipt for completeness and project eligibility with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding, with the approved changes included in the quarterly updates to the Program Allocation Report. Notification will be provided to each submitting agency within 30 to 60 days of submission of an Updated Allocation Package regardless of whether the next quarterly Program Allocation Plan has been published.

8 Project Delivery and Reporting

To the extent that recipients specify existing TIRCP projects that already have competitive TIRCP funding awards, CalSTA and Caltrans will work with each project sponsor to update project program supplements to reflect the use of these supplemental resources on the project under its delegated authority from CalSTA. The first year of funding for TIRCP and the ZETCP is already available for distribution once required materials are submitted and is expected to be fully encumbered or expended and liquidated by June 30, 2028. FY23-24 funds for TIRCP and the ZETCP must be disbursed to RTPAs by this deadline. Once received by the RTPA there is no deadline for the expenditure of funds. Agencies may spend SB 125 funds in any order relative to other state, federal and local funds.

As a condition of ongoing disbursement of requested SB 125 funds, the RTPAs must submit to CalSTA an Annual Report documenting the activities and progress made toward implementation of the projects and operating expenditures, which includes total SB 125 expenditures to date and total amount remaining. Recordkeeping and reporting requirements will apply through the life of the projects.

As previously noted, recipients must deposit funds into a dedicated bank account that will hold only SB 125 funds. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated to SB 125 funds. These funds must also be spent on eligible projects and will be accounted for when an agency submits its required Annual Report.

A reporting template will be distributed prior to the first annual report being due by December 31, 2024.

A final delivery report for completed capital projects may also be required, to provide notification of the completion of the project and confirmation of its placement into service. Additional guidance may be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125, and may include the development and distribution of a final delivery report template in the future.

Consistent with CARB's Funding Guidelines, local agencies are required to report on job co-benefits, in addition to all other reporting requirements, for funding associated with the ZETCP. Job co-benefits refer to California jobs supported, not created, by California Climate Investments. Jobs supported by California Climate Investments include direct, indirect, and induced employment.

At the time of the Allocation Package submission for the ZETCP, agencies are required to submit a job co-benefit modeling tool, which is based upon a co-benefit assessment methodology developed by CARB. Once an awarded project has been implemented, funding recipients will also be required to report actual (not modeled) jobs data via the semi- annual reporting process. Note that these requirements are only for the ZETCP and are not necessary for the SB 125 TIRCP funding. Projects accessing funding from the ZETCP may also be required to submit reporting information related to greenhouse gas reductions and priority population benefits in accordance with the CARB's Funding Guidelines (see Attachment 1).

Implementing agencies should note that additional Project Outcome Reporting may be required for TIRCP or ZETCP capital projects. Caltrans may provide assistance through Cal-ITP on scheduling, real-time information and payments to streamline reporting requirements.

The State of California has the right to review project documents and conduct audits during project implementation and over the life of the project. Caltrans or another State agency may audit a sample of SB

125 projects to evaluate the performance of the project, or compliance with state and federal laws and regulations, contract provisions; and program guidelines, and whether project deliverables (outputs) and outcomes are consistent with the project scope, schedule, and benefits described in the Allocation Package. A report on the projects audited must be submitted by the auditing agency to CalSTA.

In addition, agencies that receive ZETCP funding under this program shall submit a report to CalSTA, no later than October 31, 2024, and annually by October 31st of subsequent years, that includes the following information:

a. How much funding is to be used for operating costs, if any.

b. The number, type, date, and location of zero-emission buses, trains or other vehicles purchased, if any.

c. The number, type, date, Open Charge Point Interface (OCPI) data, and location of electric charging stations or hydrogen fueling stations purchased and installed, if any.

d. The nameplate capacity of installed equipment in kilowatts for electric charging stations and kilograms per day for hydrogen fueling stations, if any.

e. The total costs and the source of funding for vehicles and equipment purchased using these funds.

Additional guidance related to the ZETCP annual report will be provided at least six months before its required submission.

9 Project Administration

Projects awarded funding from SB 125 are expected to document and publicize the TIRCP and ZETCP in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, ZETCP, the California State Transportation Agency as the program sponsor, and the state programs as fund sources, as applicable, in order to ensure transparency regarding the funding of the projects. Additional details may be provided.

Agencies must encumber and expend monies consistent with State law and ensure that GGRF monies are utilized consistent with the expenditure record submitted by CalSTA and required by SB 1018. A determination that use of GGRF monies is not consistent with the expenditure record and does not further the purposes of AB 32 may occur during legal proceedings or during an audit or program review conducted by the Bureau of State Audits, Department of Finance, a third-party auditor, or CARB. Depending on the outcome of those proceedings or review, agencies may be required to return monies to the state if expenditures are not consistent with the statutory requirements (such as not furthering the purposes of AB 32).

If a short-term financial plan does not meet the content and completeness requirements outlined in section 6, or if specific projects described do not meet eligibility requirements, agencies will have an opportunity to remedy their plan and receive access to the funding after the requirements are met.

Audits and on-site monitoring can take place at any time at the discretion of CalSTA, without prior warning given to the agency. CalSTA has the right to audit the project records, including technical and financial data of the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time after award, during the course of the project and for three years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request.

The state may terminate the disbursement of funds if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that a violation of any state or federal law or policy by the recipient which affects performance of this funding, or any other grant agreement or contract entered into with the State. If funding disbursement is terminated, or project approval revoked, the

agency may be required to fully or partially repay funds from the TIRCP or ZETCP.

Attachment 1: CCI Funding Guidelines for Administering Agencies

(applies to ZETCP Recipients Using GGRF Funds)

Investments to Benefit Disadvantaged Communities and Low-Income Communities and Households

The California Air Resources Board (CARB) released the "Funding Guidelines for Agencies Administering California Climate Investments" (Funding Guidelines) on August 30, 2018.

The 2018 Funding Guidelines provide flexibility in implementing a diverse set of investments while maintaining transparency of outcomes and ensuring meaningful community benefits from these investments. These guidelines align with the Legislature's priorities found in AB 398 and Fiscal Year (FY) 2017-18 appropriations. These guidelines reflect the increasingly important role of California Climate Investments in facilitating the reduction of greenhouse gases while also reducing air pollution, helping communities adapt to the impacts of climate change, and providing meaningful benefits to disadvantaged communities, low-income communities, and low-income households (also referred to as "priority populations"), among other statutory requirements.

CARB collaborates with agencies that administer California Climate Investments programs to develop individual targets for each program to drive investments that achieve direct and meaningful benefits to priority populations and help ensure that statutory requirements are met, which are described in AB 1550.

Additional information can be found at the following CARB websites:

https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies

Attachment 2: Quantification Methodology and Co-Benefit Assessment Methodology

CCI Quantification and Reporting Materials

Administering agencies using ZETCP GGRF funding for capital expenditures must use the Funding Guidelines with the resources provided by CARB to develop effective programs and demonstrate compliance with program requirements.

Resources include Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits; Benefit Criteria Tables (BCTs) for determining benefits to priority populations; and Reporting Templates for reporting outcomes.

CARB staff developed the TIRCP QM and associated Calculator Tool to provide guidance for estimating the GHG emission reductions and selected co-benefits for each proposed project type. The calculator tool automates methods described in the QM document, outlines documentation requirements, and provides a link to a step-by-step user guide with project examples. Projects will report the total project GHG emission reductions and co-benefit estimated using the TIRCP Calculator tool as well as the total project GHG emission reductions per dollar of GGRF funds.

The TIRCP Calculator Tool will be used for most ZETCP capital projects, and also for developing quantification estimates for new TIRCP capital projects using SB 125 funds.

Using many of the same inputs required to estimate GHG emission reductions, the TIRCP Calculator Tool will estimate the following co-benefits and key variables from TIRCP projects

- ROG emission reductions (lbs),
- NOx emission reductions (lbs),
- PM2.5 emission reductions (lbs),
- Diesel PM emission reductions (lbs),
- Passenger VMT reductions (miles),
- Fossil fuel use reductions (gallons),
- Fossil fuel energy use reductions (kWh),
- Passenger travel cost savings ($), and
- Energy and fuel cost savings ($).

While many ZETCP and TIRCP projects will use the TIRCP calculator tool, there are some project types that may not be covered by a single tool. CARB staff have developed the ZETCP QM by compiling the calculator tools from TIRCP, LCTOP, the Affordable Housing and Sustainable Communities (AHSC) program, the Low-Income Weatherization Program (LIWP), and the Low Carbon Fuel Production (LCFP) Program. The LIWP calculator can be used to calculate the benefits from solar panel and microgrid installations. The LCFP calculator can be used to calculate the benefits from alternative fuel generation in either a new facility or an expanded, existing facility.

All CARB co-benefit assessment methodologies are available at:
https://ww2.arb.ca.gov/resources/documents/cci-methodologies

Reporting templates are developed specifically for each program within California Climate Investments. These templates are used by TIRCP staff to report on outcomes from all projects funded by TIRCP, and are expected to also be used to report on outcomes for ZETCP GGRF-funded projects. Additional quantification tools will be identified by CARB for ZETCP project types that are not covered by current quantification tools, generally

utilizing select tools used by existing GGRF programs.

Additional information can be found at the following CARB website:
https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials

Co-benefit Assessment Methodology

California Climate Investments support the State's climate change goals and provide many additional benefits to individuals, households, businesses, and communities. These "co-benefits" include social, economic, and environmental benefits. CARB provides guidance on quantification methods and reporting to administering agencies. CARB contracted with the University of California, Berkeley (UC Berkeley) to help research and develop methods for evaluating project co-benefits. Guidance on using the co-benefit assessment methodologies is contained in CARB's Funding Guidelines.

The co-benefits were prioritized based on administering agency input and broad applicability to California Climate Investments programs. UC Berkeley first reviewed the scientific data to determine if methods could be developed and summarized the findings in literature reviews. Next, UC Berkeley and CARB developed Co-benefit Assessment Methodologies where feasible. CARB solicited public comment on draft versions in Spring 2018 prior to posting final Co-benefit Assessment Methodologies. CARB may review and update assessment methodologies periodically based on new or evolving project types; new legislation; available resources; new scientific developments or tools, or modifications in the analytical tools or approaches upon which the methodologies were based; or input from administering agencies or the public.

The California Air Resources Board is updating the Co-benefit assessment methodology. See the following website for the final methodology.

https://ww2.arb.ca.gov/resources/documents/cci-methodologies

Attachment 3: Benefit Criteria Tables

CCI Benefit Criteria Tables

ZETCP will use the Sustainable Transportation Benefit Criteria Table developed by CARB to ensure that programs meet the minimum levels of investments to projects that benefit residents of disadvantaged communities, low-income communities, and low-income households, collectively referred to as "priority populations".

All projects counting toward the statutory investment minimums must be located within an identified community and benefit individuals living within that community, or directly benefit residents of low-income households anywhere in the State. Administering agencies must determine if a project meets the criteria for providing direct, meaningful, and assured benefits to priority populations using the following evaluation approach:
Step 1: Identify the Priority Population(s). Be located within a census tract identified as a disadvantaged community or low-income community, or directly benefit residents of a low-income household.
Step 2: Address a Need. Meaningfully address an important community or household need for the disadvantaged community, low-income community, or low-income household.
Step 3: Provide a Benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations. The benefit provided must directly address the identified need.

Only investments that meet these criteria will be counted toward achieving the statutory investment minimums identified for priority populations. Administering agencies can fund projects that otherwise provide meaningful benefits, but do not meet these criteria; however, those projects will not be counted toward investment minimum.

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**

MEETING DATE: **August 11, 2026**

SUBJECT: **Resolution Approving and Adopting the Revised Drug and Alcohol Testing Policy for Safety Sensitive Employees *(Operational Need)***

RECOMMENDATION

Adopt a resolution approving and adopting the City's revised drug and alcohol testing policy, and repeal any and all previous adopted policies related to drug and alcohol testing for safety sensitive employees.

DISCUSSION

The City of Ojai receives Federal and State funding for the operation of the Ojai Trolley Service, requiring strict compliance with State and Federal regulations, including the Drug-Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991. The revised policy ensures alignment with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry, specifically those mandated by the Federal Transit Administration (FTA) and U.S. Department of Transportation (USDOT).

Key updates include:

- Clear prohibition of unlawful manufacture, distribution, dispensing, possession, or use of controlled substances or misuse of alcohol for all employees.
- Compliance with 49 CFR Part 655 and 49 CFR Part 40, as amended, for drug and alcohol testing of safety-sensitive positions.
- Adoption of zero tolerance for violations, with immediate removal from safety-sensitive duties and termination for positive tests or refusal.
- Procedures for pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up testing.
- Confidentiality and disclosure requirements for testing records, as outlined in the policy.

The recommended changes do not alter the operational scope or increase costs for the City's Trolley Program. They ensure continued eligibility for transit funding and compliance with Caltrans DRMT requirements.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 5 - Public Safety

OPTIONS

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

FISCAL IMPACT

The recommended action has no fiscal impact. However, failure to adopt a compliant policy that satisfies State and Federal regulations could have an impact on transportation funding being withheld or delayed to the City for not being in compliance with all applicable rules and regulations.

Prepared by: Norma Cervantes, Assistant to the City Manager

ATTACHMENT(S)

A. Resolution No. 2026-30 with Exhibit A Drug and Alcohol Testing Policy

CITY OF OJAI

RESOLUTION NO. 2026-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, APPROVING AND ADOPTING THE CITY OF OJAI DRUG AND ALCOHOL TESTING POLICY, AND REPEAL OF ANY AND ALL PREVIOUSLY ADOPTED POLICIES RELATING TO DRUG AND ALCOHOL TESTING FOR SAFETY SENSITIVE EMPLOYEES

WHEREAS, the City of Ojai provides public transit and paratransit services for the residents of the Ojai Valley; and

WHEREAS, part of the City of Ojai mission in regard to public transit and paratransit services is to ensure that this service delivered safely, efficiently and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of the general public and employes; and

WHEREAS, the purpose of this policy is to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991; and

WHEREAS, the policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry; and

WHEREAS, it is necessary at this time to adopt a revised drug and alcohol testing policy to be consistent with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry.

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

SECTION 1. The recitals set forth above are true and correct and are hereby incorporated by reference to the same extent as if restated herein.

SECTION 2. Any and all previous policies approved and/or in effect regarding Drug and/or Alcohol Testing for safety sensitive employees for the City of Ojai are hereby repealed without impact otherwise to Article XII of the City of Ojai Employee Handbook.

SECTION 3. The City of Ojai Drug and Alcohol Testing Policy for safety sensitive employees, attached hereto as Exhibit “A” and made a part hereof, is hereby approved and adopted.

SECTION 4. Certification. The City Clerk shall certify the adoption of this Resolution.

SECTION 5. Effective Date. This Resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED on ____, 2026.

CITY OF OJAI, CALIFORNIA

_____
Andy Gilman, Mayor

ATTEST:
Date: _____

_____
Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

_____
Bethany A. Burgess, City Attorney

I, Weston Montgomery, Chief Deputy City Clerk of the City of Ojai, certify that Resolution No. 2026-___ was adopted at a regular meeting held _____, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Weston Montgomery, Chief Deputy City Clerk

Exhibits to this Resolution:
A. City of Ojai Drug and Alcohol Testing Policy

DRUG AND ALCOHOL TESTING POLICY
CITY OF OJAI
Adopted as of July 14, 2026

A. PURPOSE

1) The City of Ojai provides public transit and paratransit services for the residents of the Ojai Valley. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, City of Ojai declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates drug and alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of specimens for drug and alcohol testing.

3) Any provisions set forth in this policy that are included under the sole authority of City of Ojai and <u>are not</u> provided under the authority of the above-named Federal regulations are underlined. Tests conducted under the sole authority of City of Ojai will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue

service, security personnel who carry firearms, persons controlling the dispatch or movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above-mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

a. An individual dies;
b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Alternate specimen: An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Collection Site: A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Cutoff: The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Employee: Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term "donor" as found on CCF and related guidance materials produced by the Department of Health and Human Services.

Evidential Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

Initial Drug Test: The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

Limit of Detection (LOD): The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

Limit of Quantification (LOQ): For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative specimen: A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), or invalid.

Oral Fluid Specimen: A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Primary specimen: In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary (''A'') specimen by the collector to distinguish it from the split (''B'') specimen, as defined in 49 CFR Part 40, as amended.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

(1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
(2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
(3) Maintaining a revenue service vehicle or equipment used in revenue service.
(4) Controlling dispatch or movement of a revenue service vehicle and
(5) Carrying a firearm for security purposes.

Specimen: Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

Specimen Bottle: The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary ("A") or split ("B") specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a "vial," "tube," or "bottle."

Split Specimen: In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee's request following MRO verification of the primary specimen as positive, adulterated or substituted.

Split specimen collection: A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at https://www.transportation.gov/odapc/sap) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: An employee's specimen not consistent with a normal human specimen, as determined by HHS (e.g., a urine specimen, with creatinine and specific gravity values that are so diminished, or so divergent that they are not consistent with normal human urine).

Test Refusal: The following are considered a refusal to test if the employee:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
(2) Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
(3) Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
(4) In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
(5) Fail to provide a sufficient quantity of specimen without a valid medical explanation.
(6) Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
(7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
(8) Fail to cooperate with any part of the testing process.
(9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection .
(10) Possess or wear a prosthetic or other device used to tamper with the collection process.
(11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
(12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
(13) Fail to remain readily available following an accident.
(14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Undiluted (neat) oral fluid: An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

Urine specimen: Urine collected from an employee at the collection site for the purpose of a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine or oral fluid. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered.

D. EDUCATION AND TRAINING

1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

1) Prohibited substances addressed by this policy include the following.

    a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in

Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. <u>However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Cityof Ojai supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.</u>

c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. <u>PROHIBITED CONDUCT</u>

1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.

2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.

3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol

4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.

    a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
        i. The employee's alcohol concentration measures less than 0.02; or
        ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

7) City of Ojai, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.

8) Consistent with the Drug-free Workplace Act of 1988, all City of Ojai employees are prohibited from engaging in the unlawful manufacture,

distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the City of Ojai management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

H. TESTING REQUIREMENTS

1) Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.

2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under City of Ojai authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with City of Ojai. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

I. DRUG TESTING PROCEDURES

1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is

checked using picture identification, a urine and/or oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.

3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to City if Ojai. If a legitimate explanation is found, the MRO will report the test result as negative.

4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. City of Ojai will ensure that the cost for the split specimen analysis is covered in

order for a timely analysis of the sample, however City of Ojai will seek reimbursement for the split sample test from the employee.

6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

7) Observed collections

   a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:

      i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to City of Ojai that there was not an adequate medical explanation for the result;

      ii. The MRO reports to City of Ojai that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;

      iii. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

      iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;

      v. The temperature on the original urine specimen was out of range (See §40.65(b)(5));

      vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).

      vii. All follow-up-tests; or

      viii. All return-to-duty tests

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

J. ALCOHOL TESTING PROCEDURES

1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

3) City of Ojai affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

1) All applicants for covered transit positions shall undergo drug testing prior to performance of a safety-sensitive function.

    a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.

    b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.

    c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

    d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.

    e. If a pre-employment test is canceled, City of Ojai will require the applicant to take and pass another pre-employment drug test.

    f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-

employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

h. Applicants are required (even if ultimately not hired) to provide City of Ojai with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. City of Ojai is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide City of Ojai proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

1) All City of Ojai FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under City of Ojai' authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

2) City of Ojai shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.

3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the City of Ojai.

4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. City of Ojai shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of the City of Ojai. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in this policy or the associated consequences.

M. POST-ACCIDENT TESTING

1) FATAL ACCIDENTS – A covered employee will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

2) NON-FATAL ACCIDENTS – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:

a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that City of Ojai is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency),City of Ojai may use drug and alcohol post-accident test results

administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Individuals who may be covered under company authority will be selected from a pool of non-DOT-covered individuals.

2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.

3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at https://www.transportation.gov/odapc/random-testing-rates.

4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under City of Ojai authority.

6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under City of Ojai authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.

7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

City of Ojai will terminate the employment of any employee that tests positive or refuses a test as specified in this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.

2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:
    a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
    b. Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
    c. Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
    d. In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
    e. Fail to provide a sufficient quantity of specimen without a valid medical explanation.
    f. Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
    g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
    h. Fail to cooperate with any part of the testing process.
    i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
    j. Possess or wear a prosthetic or other device used to tamper with the collection process.
    k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
    l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
    m. Fail to remain readily available following an accident.

n. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

4) An alcohol test result of ≥0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.

5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:

   a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
   b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from City of Ojai employment.
      i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of City of Ojai and will be performed using non-DOT testing forms.
   c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
   d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy**.
   e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in this policy.
   f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with City of Ojai.

g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

City of Ojai is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

1) Drug/alcohol testing records shall be maintained by the City of Ojai Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.

4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.

5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.

6) Records will be released to the National Transportation Safety Board during an accident investigation.

7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.

9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over City of Ojai or the employee.

10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken

11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the City of Ojai on August 11, 2026.

Employee (Printed Name):_____

Employee Signature: _____

Employee Receipt Date: _____

Attachment A

Job Title	Job Duties	Testing Authority
Trolley Driver	Operate Trolley	FTA
Trolley Coordinator	Operate Trolley	FTA
Transit Operations Supervisor	Operate Trolley	FTA

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

City of Ojai, Trolley Drug and Alcohol Program Manager
Name: Norma Cervantes
Title: Assistant to the City Manager
Address: 401 S Ventura Street, Ojai, CA 93023
Telephone Number: 805-646-5581 x107

Medical Review Officer
Name: Dr. Jason Steindler
Address: Slingerlands, NY 12159
Telephone Number: 518-304-7911

Name: Dr. Phillip Olkin
Address: Fortuna, CA 95540
Telephone Number: 707-725-3318

Substance Abuse Professional
Name: Accurate Affordable Assessments, Dellena Hoyer
Address: Sacramento, CA 95816
Telephone Number: 916-213-4640

HHS Certified Laboratory Primary Specimen
Name: Quest Diagnostics
Address: Van Nuys, CA 91405

Name: Laboratory Corporation of America
Address: Research Triangle Park, NC 27709

Name: Medtox Laboratories, Inc.
Address: St. Paul, MN 55112

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **August 11, 2026**

SUBJECT: **County of Ventura Civil Grand Jury Report Regarding Ojai Permanent Supportive Housing Project (*Legal Requirement*)**

RECOMMENDATION

1. Discuss the proposed response to the County of Ventura Civil Grand Jury Report.
2. Approve the proposed response or provide direction for revisions to the proposed response.

DISCUSSION

On June 25, 2026, the County of Ventura Civil Grand Jury ("Civil Grand Jury") released a report regarding the Ojai Permanent Supportive Housing Project pertaining to best practices to ensure a fair and competitive selection process (Attachment A). According to the report, on April 16, 2025, the Civil Grand Jury received "a public complaint alleging that the Ojai City Council authorized the city manager to negotiate a contract with DignityMoves for around $10 million for the construction of a 30-unit permanent supportive housing complex for people experiencing homelessness without obtaining competitive bids based on the lowest price as required by law for construction projects of this size."

The Civil Grand Jury investigated the complaint and based on the summary provided in the report, concluded that "[t]here are lessons to be learned and recommendations that should be followed after a Ventura County Civil Grand Jury investigation found that the City of Ojai selected a vendor for inclusion in a grant application, and later awarded a contract to that vendor, without conducting a fair and competitive selection process based on qualifications and competency as required by law." The Civil Grand Jury further recommended that best practices should followed in all jurisdictions, including the City of Ojai.

The Civil Grand Jury's summary noted that the risk of running out of time and missing deadlines arose as a consistent theme in Ojai's decision-making process and recognized that that "Ojai certainly faced pressure to keep the project funded and moving forward." The report summary concluded with recognition that providing safe and secure accommodations for the unhoused population is an important goal shared by the City of Ojai and its Ventura County partners, and that the issues were not with the project's good intentions, but rather with the execution and management of the project.

Pursuant to California Penal Code Section 925a, a civil grand jury may examine the records of any incorporated city and "may investigate and report upon the operations, accounts, and records of the officers, departments, functions, and the method or system of performing the duties of any such city" and make recommendations as it may deem proper and fit. Reports resulting from such investigations must be transmitted to the governing body of any affected agency. Following completion of an investigation, and with approval of the presiding judge, a grand jury may make its findings and report available to the public and may also submit the report for comment to responsible officers, agencies, or departments of the agency that is the subject of the investigation.

After receiving a report from a grand jury, Penal Code Section 933 requires that the public agency that is the subject of the report provide comments to the presiding judge of the superior court on the findings and recommendations pertaining to the matters under the governing body's control within 90 days after submission of the final report. Penal Code Section 933.05(a) establishes the form of such responses to findings and provides that they must indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(Penal Code Section 933.05(a)).

Additionally, with respect to grand jury recommendations, the agency must identify whether (1) the recommendation was implemented with a summary of the implemented action, (2) the recommendation has not been implemented, but will be implemented in the future, with a timeframe for implementation, (3) the recommendation requires further analysis, or (4) the recommendation will not be implemented because it is not warranted or reasonable, with an explanation.

Beginning on page 13 of the Civil Grand Jury's report, the Civil Grand Jury listed 18 findings related to the project and also provided six recommendations for future action. Page 15 of the Civil Grand Jury's report requests responses within 60 days from the date of the report from the City Manager (and 90 days from the City Council). Because grand jury reports often pertain to legal issues, a common practice for a city receiving a civil grand jury report is for the initial draft of the response to be prepared by the City Attorney's Office. Consistent with this practice and direction provided by the City Council at its July 14, 2026, City Council meeting, the City Attorney recommends that City Council provide direction to the City Attorney's Office to prepare a proposed response for review by City Council in August.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 8 - Financial Stability

OPTIONS
1. Provide alternate direction to the City Attorney and City Manager.

FISCAL IMPACT

Preparation of the response to the Civil Grand Jury report will require attorney and staff time. Implementation of the Civil Grand Jury's recommendations will also require attorney and staff time. City Attorney and staff time are incorporated in the FY 26/27 budget.

Prepared by: Bethany Burgess, City Attorney

ATTACHMENT(S)

A. Civil Grand Jury Report, including attachments
B. Proposed Response to Civil Grand Jury Report

2025-2026

COUNTY of VENTURA

Civil Grand Jury

Ojai Permanent Supportive Housing Project

Best Practices to Ensure a Fair and Competitive Selection Process

June 25, 2026

Ojai Permanent Supportive Housing Project

SUMMARY

There are lessons to be learned and recommendations that should be followed after a Ventura County Civil Grand Jury investigation found that the City of Ojai selected a vendor for inclusion in a grant application, and later awarded a contract to that vendor, without conducting a fair and competitive selection process based on qualifications and competency as required by law. The Civil Grand Jury recommends that best practices for selecting vendors and awarding city contracts should be followed in all jurisdictions.

The Civil Grand Jury discovered that the possibility of running out of time and potentially missing opportunities or important deadlines came up as a consistent theme in Ojai's decisions to circumvent the required fair and competitive selection process. Whether it was the looming deadline to submit the grant application, or the imminent deadline to spend 50% of the grant or risk losing the funding despite not having a contract in place, Ojai certainly faced pressure to keep the project funded and moving forward.

Providing safe and secure accommodations for the unhoused population of Ojai is an important goal that is shared by Ojai employees and elected officials, along with its Ventura County partners. The issues found in this report are not related to the good intentions of the project, but with the execution and management of the project.

METHODOLOGY

During its investigation, the Civil Grand Jury interviewed elected city officials and city staff from Camarillo, Fillmore, Ojai, Ventura, and Thousand Oaks to understand the process that cities in Ventura County have followed in their identification and selection of development managers for their public grant-supported projects.

Additionally, interviews were conducted with representatives from the County of Ventura Community Development Division (CDD) to understand its role in assisting local cities with their grant applications, and representatives from HELP of Ojai, one of the support partners for Ojai's Permanent Supportive Housing Project.

Finally, the Civil Grand Jury received information from the California Department of Housing and Community Development (HCD) regarding various state-level administrative details of California's Encampment Resolution Funding (ERF) Grant Program.

BACKGROUND

The original complaint

On April 16, 2025, the Ventura County Civil Grand Jury received a public complaint alleging that the Ojai City Council authorized the city manager to negotiate a contract with DignityMoves for around $10 million for the construction of a 30-unit permanent supportive housing complex for people experiencing homelessness without obtaining competitive bids based on the lowest price as required by law for construction projects of this size.

Addressing the unhoused population in Ojai

In July 2023, the CDD, the City of Ojai, and local community representatives began discussing various long-term approaches and available public funding to address the city's unhoused population. (Ref-001, Att-001)

According to Ojai's website, "The City has experienced people camping on the City Hall Campus since early 2019. To address this issue and community concerns, the City temporarily created the tent town on the City Hall parking lot adjacent from Kent Hall. The City is interested in a long term solution to address the housing crisis in Ojai. To do so, the City plans to turn part of the southern portion of the City's Public Works Department's Maintenance Yard into a permanent supportive housing site, described as the Cabin Village. Preliminary plans for the Cabin Village project include up to 30 units assembled in a 'Mediterranean Village' format equipped with a centralized courtyard, and communal facilities in a cooperative living environment, which may include a resident stewardship program to maintain the Cabin Village." (Ref-002)



Figure 1: Current Ojai Tent Town. Source: Civil Grand Jury Photograph dated October 4, 2025. (Att-002)

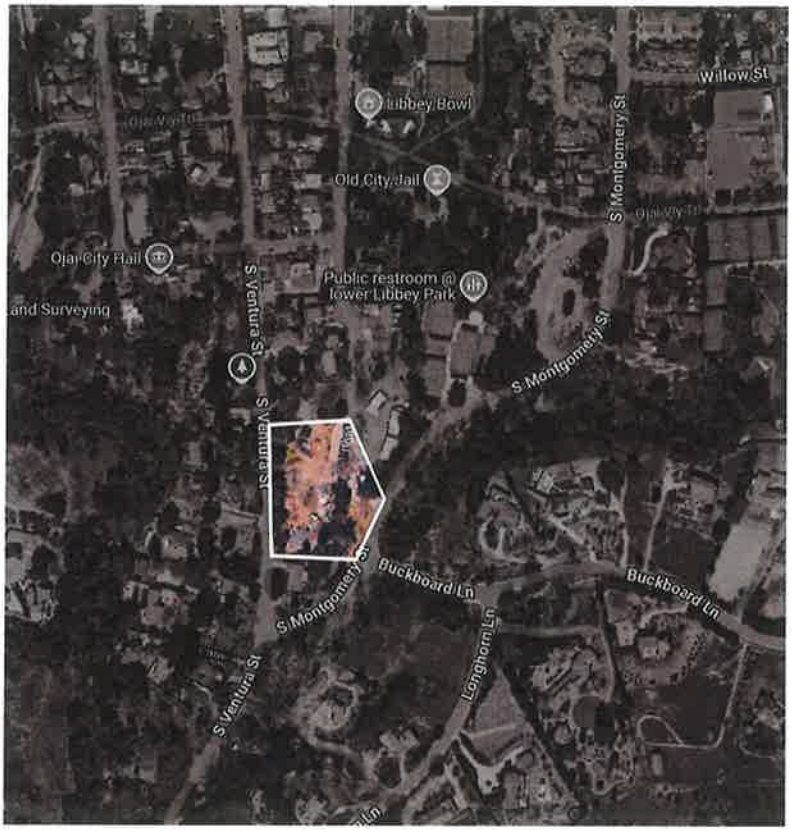


Figure 2: Ojai Permanent Supportive Housing Proposed Location. Source: City of Ojai Website (Ref-003)

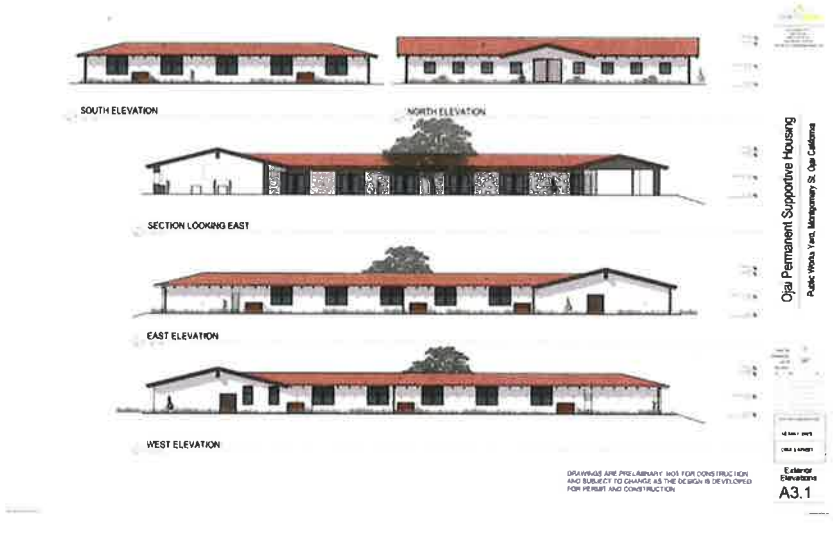


Figure 3: Ojai Permanent Supportive Housing Preliminary Design. Source: City of Ojai Website (Ref-003)

The role of the CDD

According to its website, the CDD "is dedicated to serving the diverse needs of Ventura County residents, primarily those with lower incomes, through partnerships with non-profit and government organizations to meet the unmet needs for affordable and supportive housing, community development programs, social service programs and economic development opportunities." (Ref-004)

In discussions with the CDD, it was learned that the CDD serves as the administrative entity for the Ventura County Continuum of Care (CoC) and supports the CoC's Alliance, Governance Board, and various committees. (Ref-001)

According to its mission statement, the CoC Alliance is a collaborative group dedicated to promoting a safe, desirable and thriving community by ending homelessness in Ventura County. (Ref-005)

It should be noted that the CDD is sometimes referred to as the CoC in Ojai's meeting agenda, minutes, and administrative reports.

The ERF Grant Program

On August 4, 2023, at a meeting between Ojai officials, local community representatives, and the CDD, information about the HCD's ERF grant program was presented. (Ref-001, Att-003)

According to the HCD website, the ERF grant program is "a competitive grant program available to assist local jurisdictions to provide services and support to people experiencing homelessness in encampments that result in meaningful paths to safe and stable housing. Eligible applicants include counties, Continuums of Care (CoCs), and cities of any size." (Ref-006)

As of December 31, 2025, the ERF program has awarded 123 grants throughout the state totaling more than $855 million. (Ref-007, Ref-008)

The introduction of DignityMoves

Ojai elected officials and employees confirmed that Ojai based its selection of DignityMoves for its grant application to the State of California in January 2024 on a recommendation from the CDD, which was based in part on the experience of other cities in and around Ventura County. (Ref-001)

Further, Ojai openly acknowledged that DignityMoves was the only development manager it considered, based on this recommendation from the CDD. (Ref-001)

For its part, the CDD acknowledged introducing DignityMoves to the City of Ojai. On August 7, 2023, the CDD provided Ojai with a copy of Thousand Oaks' recent and successful ERF grant application and budget that included DignityMoves. (Ref-001, Att-003)

Both the City of Ojai and the CDD believed that the prospects of receiving a grant would improve if they used the same development manager that had been included in Thousand Oaks' successful ERF grant application. (Ref-001)

The ERF application and grant approval

From August 8, 2023, to January 17, 2024, at least seven additional planning meetings were held with the CDD, Ojai, and local community representatives to develop the ERF grant application. (Ref-001, Att-004)

In discussions with the CDD and with Ojai, it was confirmed that no other entities were considered besides DignityMoves during this time. (Ref-001)

On December 1, 2023, an administrative report to the Ojai City Council for its December 12, 2023, meeting stated that the CoC had offered to assist Ojai with the application development and submission to the state. (Ref-009)

On January 19, 2024, an administrative report to the Ojai City Council for its January 23, 2024, meeting stated that Ojai was engaging with DignityMoves for the Cabin Village project. (Ref-010)

On January 23, 2024, the Ojai City Council voted 3-2 to submit the ERF grant application, which was submitted to the State of California prior to the deadline of January 31, 2024. (Ref-011) This application, which named DignityMoves as the development manager, was authored by the City of Ojai with assistance from, and then certified by, the CDD. (Ref-001, Ref-009, Ref-012)

On April 18, 2024, the California Interagency Council on Homelessness provided written confirmation for the ERF grant. The City of Ojai was awarded an amount of $12,667,461.04. (Ref-002)

On September 25, 2024, the City of Ojai executed the ERF Standard Agreement with HCD. (Ref-013)

The contract with DignityMoves

More than 13 months transpired between the awarding of the grant on April 18, 2024, and the signing of the contract with DignityMoves on May 27, 2025. Ojai elected officials and employees confirmed that much of the delay was caused by a continuing lack of alignment among Ojai's employees, elected officials, and local residents on a variety of issues including the final selection of the development site which changed several times during this period. (Ref-001)

On March 25, 2025, the city council voted 3-2 to authorize the city manager to negotiate a development management agreement with DignityMoves. (Ref-014) This was the event that prompted the complaint to the Civil Grand Jury.

On May 27, 2025, City of Ojai Resolution No. 25-19 was introduced to approve the permanent supportive housing project known as Cabin Village. It also approved a sole source management agreement with DignityMoves. Page 20 of the resolution states that the sole source agreement was justified as necessary based on, among other things, the following statements:

- "The City has determined that DignityMoves is uniquely qualified to provide the product and services laid out in the Development Management Agreement.
- There are no other known vendors that have the ability to design, develop, and construct the City's Public Works Department's Storage Yard into a permanent supportive housing site.
- DignityMoves was specifically named as a key development partner in the ERF grant funding application, which was approved by HCD.
- Because the City is obligated to spend fifty percent (50%) of the ERF grant by the June 30, 2025, deadline, the typical procurement process for a vendor would delay the project beyond this deadline and is unlikely to find another vendor capable of providing a similar product.
- If DignityMoves is not selected, the project will be unable to proceed because the ERF funding will be jeopardized." (Ref-015)

As a result of this resolution, the Ojai City Council voted 3-2 on May 27, 2025, to authorize the city manager to execute the development management agreement with DignityMoves, formally granting it a $9.5 million contract. (Ref-016)

Turnover among city staff and elected officials

There was significant turnover at the City of Ojai from the early discussions in the summer of 2023 to the awarding of the contract on May 27, 2025.

The interim city manager, who was in place when discussions began in the summer of 2023, resigned in mid-November 2023, well before the ERF grant application was submitted in January 2024, or when the development management agreement was signed on May 27, 2025. (Ref-017)

The assistant city manager, who was in place when discussions began in the summer of 2023, became the interim city manager in mid-November 2023 until a new city manager was hired in January 2024. (Ref-018) This employee then returned to their assistant city manager position before eventually leaving Ojai in May 2025. (Ref-019)

The current Ojai city manager was hired in January 2024. (Ref-020) This was right at the time the ERF grant application was being submitted to the state and well after the work was done to identify DignityMoves or develop the application. This is the employee who signed the Development Management Agreement dated May 27, 2025. (Ref-021)

The former mayor and city council members who were in place when the discussions began in the summer of 2023 were all in place when the ERF grant application was submitted in January 2024.

There was an election in November 2024. As a result, a new mayor and one new city council member were elected, and the current mayor and one of the existing city council members left office. (Ref-022) Three of the existing city council members remained in office.

The new mayor signed the City of Ojai Resolution No. 25-19 dated May 27, 2025, which included language that supported the selection of DignityMoves as the sole source provider without a fair and competitive selection process. (Ref-015)

Finally, the CDD's primary liaison to Ojai, as well as the city's outside law firm, remained the same during the timeframe referenced in this report, specifically from July 2023, when discussions began, through May 27, 2025, when the contract with DignityMoves was signed. (Ref-001)

DISCUSSION

Was Ojai required to get competitive bids?

As stated above, the initial complaint alleged that Ojai was moving forward with a contract without obtaining competitive bids based on the lowest price as required by law for construction projects of this size.

Based on the scope of professional services work in the development management agreement with DignityMoves, the Civil Grand Jury found that Ojai was exempt from obtaining a competitive bid based on the lowest price under Government Code § 4525 et seq. This area of California law expressly exempts contracts for certain professional services such as architectural, engineering, landscape architectural, environmental, land surveying, and construction project management from formal price-based competitive bidding statutes.

Instead, these types of contracts fall under a Qualifications-Based Selection (QBS) process (see below) where such services are procured on a qualifications and competency basis in which agencies select the most qualified firm and then negotiate price and scope.

It should be noted that DignityMoves has pursued the required competitive bids based on the lowest price for all construction work it is managing with subcontractors for this project. Contractors have been selected and determined to be qualified to bid on the project based on their responses to the Request for Qualifications issued by DignityMoves and received on or before July 25, 2025. (Ref-023)

What was Ojai required to do in the selection process?

Under California Government Code section 4529.12, the city was required to engage in a fair and competitive selection process. It did not necessarily have to conduct a formal Request for Qualifications. In the investigation, it was confirmed that the City of Ojai did not conduct any due diligence, nor did it engage in a fair and competitive selection process. (Ref-001)

TERMS IN THIS REPORT

CDD	County of Ventura Community Development Division (CDD)
CoC	Continuum of Care
ERF	Encampment Resolution Funding
HCD	California Department of Housing and Community Development

So, how did Ojai select DignityMoves?

In the interviews with Ojai elected officials and employees, it was acknowledged by everyone that the selection of DignityMoves as the development manager was done without any competitive or qualifications-based due diligence. Specifically, everyone interviewed acknowledged that Ojai did not perform a Request for Information, a Request for Qualifications, or a Request for Proposal from DignityMoves or any other potential vendors. Instead, the City of Ojai relied on a recommendation from the CDD. (Ref-001)

Why did Ojai select DignityMoves without a fair and competitive selection process?

The first reason given by Ojai elected officials and employees for not pursuing other vendors was that DignityMoves had been recommended by the CDD based on DignityMoves' recent successful project with the City of Thousand Oaks. Ojai was also aware of successful DignityMoves' projects outside of Ventura County, including one for the City of Santa Barbara. (Ref-001)

The second reason given by Ojai elected officials and employees for not pursuing other vendors was the lack of time to conduct a proper due diligence process, claiming that it only learned about the ERF grant about six weeks before the January 31, 2024, application deadline. (Ref-001)

The Civil Grand Jury's investigation revealed that the CDD provided Ojai with information about the ERF grant program no later than August 4, 2023, almost six months before the application deadline of January 31, 2024, which would have given the city sufficient time to conduct a fair and competitive selection process. (Ref-001, Att-003)

Further, the investigation revealed that while there had been significant turnover during the months leading up to the ERF grant application submission date, there was enough continuity at the City of Ojai during the period in question to refute the claim of insufficient time. The former assistant city manager who cosigned the ERF grant application was engaged in the process from the summer of 2023 through the application submission date in January 2024. Additionally,

the former Ojai mayor and the then-city council members were in office during this time, as was Ojai's outside law firm. (Ref-001)

Could the CDD have done things differently?

The CDD, in its role as the administrative entity for the CoC, maintains a Memorandum of Understanding, Ventura Countywide Homelessness, dated February 26, 2018, that has been signed by city officials from Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, Simi Valley, and Ventura. This document outlines several shared agreements between the CoC and the cities in Ventura County, including one that states the cities "commit to consult with the CoC as the city/county considers recommendations for programs and funding related to homelessness." (Att-005)

For its part, the CDD acknowledged recommending DignityMoves to Ojai and providing a copy of the recent and successful Thousand Oaks ERF application that included DignityMoves. (Ref-001, Att-003) Additionally, the CDD aided in the development of, and then certified, the City of Ojai's 2024 Encampment Resolution Funding grant application. (Ref-001, Ref-012)

In interviews with the Civil Grand Jury, the CDD stated that it believed Ojai had conducted a fair and competitive selection process prior to the submission of the ERF grant application since the Ojai City Council had approved the selection of DignityMoves. The CDD acknowledged that it did not independently verify the information before certifying the ERF grant application. (Ref-001)

How did other cities in Ventura County select development management partners?

The Civil Grand Jury interviewed employees from the cities of Camarillo, Fillmore, Thousand Oaks, and Ventura to understand their process in identifying and selecting development partners for their ERF grant-supported projects.

One city identified its development manager in its ERF grant application after conducting a fair and competitive selection process. (Ref-001)

Another city did not include a development manager in its ERF grant application. Instead, the city noted that a development manager would be selected later. Then, after a fair and competitive selection process, a development manager was selected, and an amended application was submitted to the state. (Ref-001)

Two cities submitted ERF grant applications to support ongoing work that was in progress with development managers that were previously selected based on a fair and competitive selection process. (Ref-001)

Each city interviewed stated that it took about three to four months to conduct a fair and competitive selection process from end to end, including obtaining final approval of the selected partner by their city councils. (Ref-001)

Was Ojai obligated to award a contract to DignityMoves in May 2025 because it was uniquely qualified for this type of project?

Page 20 of the City of Ojai Resolution No. 25-19 dated May 27, 2025, states that DignityMoves is uniquely qualified to provide the product and services laid out in the development management agreement, and that there are no other known vendors that have the ability to design, develop, and construct the city's Public Works Department's storage yard into a permanent supportive housing site. (Ref-015)

This language was used to justify Ojai's selection of DignityMoves for the development management agreement as a sole provider of services without considering other providers or conducting a fair and competitive selection process.

The ERF Grant Program has funded 123 projects to date throughout California. Of those, DignityMoves has been selected at least five times based on a review of the projects listed on the DignityMoves website. These projects include Modesto, Ojai, San Luis Obispo, Thousand Oaks, and Watsonville. (Ref-024) While every project is different, other development managers have been selected for the remaining 118 projects.

Also, without a fair and competitive selection process, Ojai could not have known if DignityMoves was uniquely qualified and that no other vendors existed. Just because DignityMoves had developed similar projects for a small number of other cities including Thousand Oaks does not make DignityMoves uniquely qualified for this type of project.

These findings refute Ojai's statement about DignityMoves being uniquely qualified and that no other vendors existed that could do this type of work.

Was Ojai obligated to award a contract to DignityMoves in May 2025 because it was included in the ERF grant application in January 2024?

Page 20 of the City of Ojai Resolution No. 25-19 dated May 27, 2025, states that DignityMoves was specifically named as a key development partner in the ERF grant funding application, which was approved by the HCD. It also stated that if DignityMoves is not selected, the project will be unable to proceed because the ERF funding will be jeopardized. (Ref-015)

This language was used to justify Ojai's selection of DignityMoves for the development management agreement as a sole provider of services without considering other providers or conducting a fair and competitive selection process.

In the interviews, Ojai elected officials and employees confirmed their belief that, because DignityMoves was included in the original application in January 2024, which was approved by the state, it could not select another partner for the actual contract in May 2025. (Ref-001)

However, the CDD and other local cities confirmed that changes to development partners can be made at any time by submitting an amended application to the state. (Ref-001)

While it would have required conducting a fair and competitive selection process, and the possibility of submitting an amended application to the state, Ojai was not obligated to award a contract to DignityMoves in May 2025 because it was included in the ERF grant application in January 2024.

These findings refute Ojai's statement that it was obligated to award a contract to DignityMoves based on its inclusion in award application.

Was Ojai obligated to award a contract to DignityMoves in May 2025 because 50% of the grant had to be spent by June 30, 2025?

Page 20 of the City of Ojai Resolution No. 25-19 dated May 27, 2025, states that because the city was obligated to spend 50% of the ERF grant by the June 30, 2025, deadline, the typical procurement process for a vendor would delay the project beyond this deadline and is unlikely to find another vendor capable of providing a similar product. (Ref-015)

Thirteen months had elapsed between approval of the grant in April 2024 and the issuing of the contract to DignityMoves dated May 27, 2025. At that point, the City of Ojai was facing a real deadline to spend half of the grant in five weeks.

However, Ojai had other options, as confirmed by the CDD and other cities. First, Ojai could have approached the state and asked for an extension. Second, Ojai could have spent the intervening months between April 2024 and May 2025 doing the proper due diligence and conducting a fair and competitive selection process. (Ref-001)

Because it took Ojai until May 27, 2025, to award a contract, knowing all along that 50% of the grant had to be spent by June 30, 2025, it was running out of time. As with the grant application, the possibility of running out of time does not justify awarding a contract without conducting a fair and competitive selection process.

These findings refute Ojai's statement that it was obligated to award to contract to DignityMoves based on the time constraints.

FINDINGS

F-01. The Ventura County Civil Grand Jury found that the City of Ojai was exempt from obtaining competitive bids based on price when selecting a development manager for its Encampment Resolution Funding grant application and contract under an area of California law that expressly exempts contracts for certain professional services.

F-02. The Ventura County Civil Grand Jury found that the City of Ojai was required by law to conduct a fair and competitive selection process based on qualifications and competency when selecting a development manager for its Encampment Resolution Funding grant application in January 2024.

F-03. The Ventura County Civil Grand Jury found that the City of Ojai did not conduct a fair and competitive selection process based on qualifications and competency when it included DignityMoves as its development manager in its Encampment Resolution Funding grant application in January 2024.

F-04. The Ventura County Civil Grand Jury found that the recommendation of DignityMoves by the County of Ventura Community Development Division did not absolve the City of Ojai from conducting a fair and competitive selection process based on qualifications and competency when it included DignityMoves as its development manager in its Encampment Resolution Funding grant application in January 2024.

F-05. The Ventura County Civil Grand Jury found that the City of Ojai's claims of insufficient time did not absolve the City of Ojai from conducting a fair and competitive selection process based on qualifications and competency when it included DignityMoves as its development manager in its Encampment Resolution Funding grant application in January 2024.

F-06. The Ventura County Civil Grand Jury found that the City of Ojai could not support its claim of insufficient time to conduct a fair and competitive selection process based on qualifications and competency prior to submitting its Encampment Resolution Funding grant application in January 2024.

F-07. The Ventura County Civil Grand Jury found that the City of Ojai was required by law to conduct a fair and competitive selection process based on qualifications and competency when it awarded a contract to DignityMoves on May 27, 2025.

F-08. The Ventura County Civil Grand Jury found that the City of Ojai did not conduct a fair and competitive selection process based on qualifications and competency when it awarded a contract to DignityMoves on May 27, 2025.

F-09. The Ventura County Civil Grand Jury found that the City of Ojai issued a series of findings on page 20 of Resolution No. 25-19 dated May 27, 2025, to justify the awarding of a contract to DignityMoves as its sole source development manager on May 27, 2025, without conducting a fair and competitive selection process.

F-10. The Ventura County Civil Grand Jury found that the City of Ojai could not support its claims on page 20 of Resolution No. 25-19 dated May 27, 2025, that DignityMoves was uniquely qualified and that no other development managers could have been identified.

F-11. The Ventura County Civil Grand Jury found that the City of Ojai could not support its claim on page 20 of Resolution No. 25-19 dated May 27, 2025, that it was obligated to award a contract to DignityMoves because DignityMoves was listed in the grant application.

F-12. The Ventura County Civil Grand Jury found that the City of Ojai could not support its claims on page 20 of Resolution No. 25-19 dated May 27, 2025, that it was obligated to award a contract to DignityMoves because it faced a short timeline to spend 50% of the grant due to delays leading up to the deadline.

F-13. The Ventura County Civil Grand Jury found that the City of Ojai's claims of insufficient time did not absolve the City of Ojai from conducting a fair and competitive selection process based on qualifications and competency when it awarded the contract to DignityMoves on May 27, 2025.

F-14. The Ventura County Civil Grand Jury found that there was significant turnover of staff and elected officials at the City of Ojai during this process which contributed to the issues in this report.

F-15. The Ventura County Civil Grand Jury found a lack of full public transparency throughout the process of the City of Ojai selecting DignityMoves for the Encampment Resolution Funding grant application in January 2024 and awarding the contract in May 2025.

F-16. The Ventura County Civil Grand Jury found a lack of alignment within the Ojai City Council, and between the city and local residents, resulting in delays that impacted the progress of the project.

F-17. The Ventura County Civil Grand Jury found that the County of Ventura Community Development Division acknowledged recommending DignityMoves to the City of Ojai and providing a copy of the recent and successful City of Thousand Oaks Encampment Resolution Funding grant application that included DignityMoves.

F-18. The Ventura County Civil Grand Jury found that the County of Ventura Community Development Division aided in the development of, and then certified, the City of Ojai's 2024 Encampment Resolution Funding grant application without confirming that a fair and competitive selection process had occurred.

RECOMMENDATIONS

R-01. The Ventura County Civil Grand Jury recommends that, by January 1, 2027, the City of Ojai develop policies and procedures that support conducting a fair and competitive selection process in all cases moving forward. (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-11, F-12, F-13, F-14)

R-02. The Ventura County Civil Grand Jury recommends that, by January 1, 2027, the City of Ojai implement a plan to improve its public transparency throughout the selection process in all cases moving forward. (F-15)

R-03. The Ventura County Civil Grand Jury recommends that, by January 1, 2027, the City of Ojai implement a plan to gain alignment among employees, elected officials, and local residents before initiating large and complex projects. (F-16)

R-04. The Ventura County Civil Grand Jury recommends that the County of Ventura Community Development Division be clear in its discussions with local cities that any recommendations still need to be vetted through a fair and competitive selection process in all cases moving forward. (F-17, F-18)

R-05. The Ventura County Civil Grand Jury recommends that, by January 1, 2027, the County of Ventura Community Development Division amend the Memorandum of Understanding, Ventura Countywide Homelessness, to include language requiring a fair and competitive selection process in all cases moving forward. (F-17, F-18)

R-06. The Ventura County Civil Grand Jury recommends that, by January 1, 2027, the County of Ventura Community Development Division develop policies and procedures that confirm a fair and competitive selection process has occurred before certifying grant applications in all cases moving forward. (F-17, F-18)

RESPONSES

Responses required from:

The following governing body within 90 days:

Ojai City Council (F-03, F-04, F-05, F-06, F-08, F-10, F-11, F-12, F-13, F-15, F-16, R-01, R-02, R-03)

Responses invited, but not required, from:

The following appointed officials within 60 days:

Ojai City Manager (F-03, F-04, F-05, F-06, F-08, F-10, F-11, F-12, F-13, F-15, F-16, R-01, R-02, R-03)

Ventura County Executive Officer (F-18, R-04, R-05, R-06)

REFERENCES

Ref-001. Interviews with various government officials and other interested parties.

Ref-002. City of Ojai website - Ojai Permanent Supportive Housing Project. Accessed on April 29, 2026, from https://ojai.ca.gov/589/Oja002i-Permanent-Supportive-Housing-Projec

Ref-003. City of Ojai website – Ojai Permanent Supportive Housing, City Council Review Set. Accessed April 29, 2026, from https://ojai.ca.gov/DocumentCenter/View/2749/Project-Renderings

Ref-004. Community Development Division, Ventura County Executive Office website. Accessed on April 29, 2026, from https://venturacounty.gov/county-executive-office/community-development/

Ref-005. Ventura County Continuum of Care Alliance website. Accessed on April 29, 2026, from https://coc.venturacounty.gov/get-involved/

Ref-006. California Department of Housing and Community Development, Encampment Resolution Funding (ERF) Program website. Accessed on April 29, 2026, from https://www.hcd.ca.gov/funding/erf

Ref-007. California Department of Housing and Community Development, Encampment Resolution Funding (ERF) Program website - Approved applications. Accessed on April 29, 2026, from https://www.hcd.ca.gov/funding/erf/approved-applications

Ref-008. California Department of Housing and Community Development, Encampment Resolution Funding (ERF) Program website – Program dashboard. Accessed on April 29, 2026, from https://www.hcd.ca.gov/housing-open-data-tools/erf-dashboard

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Ref-011. City of Ojai website – Pages 7-10 of the Ojai City Council meeting minutes dated January 23, 2024. Accessed on April 29, 2026, from https://drive.google.com/file/d/1srEBk14GdzKP4nRHMVwm6S5FFWcwMt3M/view

Ref-012. HCD website – Pages 3, 4, and 20 of the City of Ojai's ERF application. Accessed on September 8, 2025, from https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/calich/erf-r3-rw1-city-of-ojai-74.pdf

Ref-013. City of Ojai website – Pages 77-102, Signed ERF Agreement between the City of Ojai and HCD dated September 24, 2024. Accessed on August 23, 2025, from https://ojai.ca.gov/DocumentCenter/View/3076/25-19_Cabin-Village-DRPLocation-Approval_DMA-w-Dignity-Moves_05-27-25

Ref-014. City of Ojai website – Pages 4-5 of the Ojai City Council meeting minutes dated March 25, 2025. Accessed on September 8, 2025, from https://drive.google.com/file/d/1b3e_ADxZUcBy6mQII24i97RxYqTDOm3x/view

Ref-015. City of Ojai website – Page 20 of the City of Ojai Resolution No. 25-19 dated May 27, 2025. Accessed on September 8, 2025, from https://ojai.ca.gov/DocumentCenter/View/3076/25-19_Cabin-Village-DRPLocation-Approval_DMA-w-Dignity-Moves_05-27-25

Ref-016. City of Ojai website – Page 3 of the Ojai City Council meeting minutes dated March 27, 2025. Accessed on September 8, 2025, from https://drive.google.com/file/d/1dbk59Z_uuKyjCHa4UYEIu9ZlVdYUzPu7/view

Ref-017. Ventura County Star article dated November 14, 2023. Accessed on April 29, 2026, from https://www.vcstar.com/story/news/2023/11/14/ojai-interim-city-manager-mark-scott-resigns/71588035007/

Ref-018. City of Ojai website – Page 1 of the Ojai City Council meeting minutes dated November 14, 2023. Accessed on April 29, 2026, from https://drive.google.com/file/d/13bZQll_BoBYljelLoi1lgwbblrM6HZMc/view

Ref-019. Ventura County Star article dated May 15, 2025, and updated May 16, 2025. Accessed on April 29, 2026, from https://www.vcstar.com/story/news/2025/05/15/ojai-assistant-city-manager-charged-embezzlement/83653796007/

Ref-020. City of Ojai website – Pages 4-5 of the Ojai City Council meeting minutes dated January 23, 2024. Accessed on April 29, 2026, from https://drive.google.com/file/d/1srEBk14GdzKP4nRHMVwm6S5FFWcwMt3M/view

Ref-021. City of Ojai website – Pages 45-68, Signed Development Management Agreement between the City of Ojai and DignityMoves dated May 27, 2025. Accessed on January 27, 2026, from https://ojai.ca.gov/DocumentCenter/View/3076/25-19_Cabin-Village-DRPLocation-Approval_DMA-w-Dignity-Moves_05-27-25

Ref-022. City of Ojai website - City of Ojai Resolution No. 24-40 dated December 10, 2024. Accessed on April 29, 2026, from https://www.ojai.ca.gov/DocumentCenter/View/3056/24-40_November-2024-Elections-Certification

Ref-023. City of Ojai website - Qualified Contractors Invitation to Bid. Accessed on April 29, 2026, from https://ojai.ca.gov/DocumentCenter/View/2780/Invitation-to-Bid-Ojai-PART-1-07282025_

Ref-024. DignityMoves website. Accessed on April 29, 2026, from https://dignitymoves.org

ATTACHMENTS

Att-001. Email confirming initial July 2023 contact between the CDD and Ojai.

Att-002. Civil Grand Jury photo of Ojai tent town dated October 4, 2025.

Att-003. Email confirming the CDD's introduction of DignityMoves to Ojai on August 4, 2023, and the CDD's sharing of Thousand Oaks' ERF grant application with Ojai on August 7, 2023.

Att-004. Email detailing seven additional meetings between the CDD and Ojai from August 8, 2023, to January 17, 2024.

Att-005. Signed Memorandum of Understanding, Ventura Countywide Homelessness, dated February 26, 2018. Accessed on February 26, 2026.

DISCLAIMER

One juror chose to be recused from the investigation and vote.

COUNTY of VENTURA
Civil Grand Jury

800 South Victoria Avenue
Ventura, CA 93009
Tel (805) 477-1600
Fax (805) 658-4523
grandjury.countyofventura.org

Response to 2025-2026 Ventura County Civil Grand Jury Report Form

(Please See California Penal Code Section 933.05)

Report Title: Ojai Permanent Supportive Housing Project

Responding Entity: City Manager, City of Ojai

FINDINGS

- I (we) agree with the Findings numbered: _____
- I (we) disagree wholly or partially with the Findings numbered: _____
  (Attach a statement specifying any portions of the Findings that are disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered _____ have been implemented.
  (Attach a summary describing the implemented actions.)
- Recommendations numbered _____ have not yet been implemented but will be implemented in the future.
  (Attach a summary indicating the timeframe for implementation.)
- Recommendations numbered _____ require further analysis.
  (Attach an explanation to include: scope and parameters of the analysis or study and timeframe for the matter to be prepared for discussion with the agency or department head. The timeframe shall not exceed six months from the date of publication of the report.)
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.
  (Attach an explanation.)

Date: _____ Signed: _____

Title: _____

Number of pages attached: _____

California Penal Code Section 933.05

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
(1) The respondent agrees with the finding.
(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
(1) The recommendation has been implemented, with a summary regarding the implemented action.
(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

August __, 2026

Honorable Matthew P. Guasco
Presiding Judge
Superior Court of California
County of Ventura
800 S. Victoria Ave.
Ventura, CA 93003

Re: Civil Grand Jury Report

Dear Judge Guasco,

Pursuant to California Penal Code Section 933, *et seq.*, please find enclosed the City of Ojai's response to the 2026 County of Ventura Civil Grand Jury Report entitled "Ojai Permanent Supportive Housing Project: Best Practices to Ensure a Fair and Competitive Selection Process." The enclosed response was approved by the City Council.

Thank you for your consideration.

Sincerely,

Bethany Burgess
City Attorney, City of Ojai

Enclosure

RESPONSE OF THE CITY OF OJAI
TO THE FINDINGS AND RECOMMENDATIONS OF
THE 2026 COUNTY OF VENTURA CIVIL GRAND JURY REPORT
"OJAI PERMANENT SUPPORTIVE HOUSING PROJECT: BEST PRACTICES TO ENSURE A FAIR AND COMPETITIVE SELECTION PROCESS"

Finding No. F-01
The City of Ojai was exempt from obtaining competitive bids based on price when selecting a development manager for its Encampment Resolution Funding grant application and contract under an area of California law that expressly exempts contracts for certain professional services.

Response: *Agree.*

Finding No. F-02
The City of Ojai was required by law to conduct a fair and competitive selection process based on qualifications and competency when selecting a development manager for its Encampment Resolution Funding grant application in January 2024.

Response: *Generally agree.* The City of Ojai agrees that the California Government Code includes two provisions related to the selection of firms providing certain professional services by public agencies. Government Code Section 4526 requires that local agencies *select* private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms "on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required." Separately, Government Code Section 4529.12 requires that "all architectural and engineering services shall be procured pursuant to a fair, competitive selection process." For purposes of Government Code Section 4529.12, "architectural and engineering services" include all architectural, landscape architectural, environmental, engineering, land surveying, and construction project management services. Use of a qualifications based selection process pursuant to Government Code Section 4526 has been deemed to satisfy the requirements of Section 4529.12.

DignityMoves was retained by the City of Ojai to serve as its development manager of the City's Permanent Supportive Housing Project (the "Project"). In this capacity, and as described in Sectio 2.1 of the Development Management Agreement between DignityMoves and the City, DignityMoves is responsible for managing, arranging, supervising and coordinating the planning, design, entitlement, permitting, construction and completion of the Development Work. The City recognizes that included in the responsibilities DignityMoves is required to perform, construction management and oversight is required, and for this reason, the City agrees that, in retrospect, the City should have competitively procured these services. If the scope of DignityMoves services had not included the categories of services described in Government Code Sections 4526 or 4529.12, a competitive process may not have been required.

Notwithstanding the City's failure to conduct a competitive process, the City of Ojai did evaluate DignityMoves qualifications and experience and awarded the Development Management Agreement to DignityMoves based on its qualifications.

Finding No. F-03
The City of Ojai did not conduct a fair and competitive selection process based on qualifications and competency when it included DignityMoves as its development manager in its Encampment Resolution Funding grant application in January 2024.

Response: *Agree.* Please see response to Finding 2.

Finding No. F-04
The recommendation of DignityMoves by the County of Ventura Community Development Division did not absolve the City of Ojai from conducting a fair and competitive selection process based on qualifications and competency when it included DignityMoves as its development manager in its Encampment Resolution Funding grant application in January 2024.

Response: *Agree.*

Finding No. F-05
The City of Ojai's claims of insufficient time did not absolve the City of Ojai from conducting a fair and competitive selection process based on qualifications and competency when it included DignityMoves as its development manager in its Encampment Resolution Funding grant application in January 2024.

Response: *Partially agree.* The City agrees that the California Government Code requirements relating to competitive solicitation for this type of service do not include an exception where there is insufficient time to conduct a full and open competitive process. Notwithstanding this fact, the Notice of Funding Availability for the Encampment Resolution Funding Round 3 grant was released on November 27, 2023. The City had to submit the ERF grant application by January 31, 2024, in order to be considered for the grant. In order to conduct a fair and competitive selection process in time to submit a Funding Round 3 grant application, the City would have likely required a minimum of 120 to 180 days. Once a public agency identifies the need for professional services, it typically takes between 15 and 30 days to prepare a Request for Proposals or Request for Qualifications. In order to provide a meaningful procurement process, many agencies then allow up to 30 days for submission of proposals. Once proposals are received they must be reviewed and evaluated, which often takes another 15 to 30 days depending on the number of proposals received. Following review of the proposals, interviews may be conducted to select the most qualified firm. After the most qualified firm is identified, the parties must then negotiate contract terms and pricing, which for a complex project, can easily take from 30 to 45 days.

Finding No. F-06
The City of Ojai could not support its claim of insufficient time to conduct a fair and competitive selection process based on qualifications and competency prior to submitting its Encampment Resolution Funding grant application in January 2024.

Response: *Disagree.* Please see response to Finding 5.

Finding No. F-07
The City of Ojai was required by law to conduct a fair and competitive selection process based on qualifications and competency when it awarded a contract to DignityMoves on May 27, 2025

Response: *Agree.* Please see response to Finding 2.

Finding No. F-08
The City of Ojai did not conduct a fair and competitive selection process based on qualifications and competency when it awarded a contract to DignityMoves on May 27, 2025.

Response: *Agree.*

Finding No. F-09
The City of Ojai issued a series of findings on page 20 of Resolution No. 25-19 dated May 27, 2025, to justify the awarding of a contract to DignityMoves as its sole source development manager on May 27, 2025, without conducting a fair and competitive selection process.

Response: *Agree.* The Resolution findings stated that the City Council found that the approval of a Development Agreement with DignityMoves as a sole source contract is justified as necessary because they are uniquely qualified to provide the product and services, based on its demonstrated experience delivering innovative, dignified interim and permanent housing solutions in California. They worked on similar projects for the County of Santa Barbara, San Francisco, and San Mateo County.

Finding No. F-10
The City of Ojai could not support its claims on page 20 of Resolution No. 25-19 dated May 27, 2025, that DignityMoves was uniquely qualified and that no other development managers could have been identified.

Response: *Disagree.* DignityMoves was uniquely qualified to provide the product and services, based on its demonstrated experience delivering innovative, dignified interim and permanent housing solutions in California. They worked on similar projects for the County of Santa Barbara, San Francisco, and San Mateo County.

Finding No. F-11
The City of Ojai could not support its claim on page 20 of Resolution No. 25-19 dated May 27, 2025, that it was obligated to award a contract to DignityMoves because DignityMoves was listed in the grant application.

Response: *Disagree.* The October 4, 2024, ERF Grant Agreement between the California Department of Housing and Community Development ("HCD") and the City of Ojai requires the delivery of the project pursuant to the application. The Scope of Work section in Exhibit A stated: "Grantees will implement their ERF funded local proposals in compliance with the terms

and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, HCD guidance and directives, and the requirements per the authorizing statute." By incorporating a grant applicant's application into the final grant agreement, HCD, effectively, contractually requires grantees to deliver the grant-funded activity in the manner articulated in the grant application.

Finding No. F-12
The City of Ojai could not support its claims on page 20 of Resolution No. 25-19 dated May 27, 2025, that it was obligated to award a contract to DignityMoves because it faced a short timeline to spend 50% of the grant due to delays leading up to the deadline.

Response: *Partially agree.* From a calendar standpoint, there was sufficient time between the date on which the City received the grant award and when the Development Management Agreement was approved to conduct a competitive selection process. However, the City was unaware at the time that HCD would consider changes to the City's consultant identified in the City's grant application. In support of this statement, the City had been repeatedly advised by HCD that the ERF grant awards were highly competitive, and that changes to an awardee's application would only be considered where they would enhance or improve the Project in some way. For example, during this time period, the City underwent a process to evaluate alternative Project sites and the current Project location was only approved because it would facilitate an increase in the number of units and, therefore, in the number of people served by the Project.

Additionally, during this period of time, the City underwent a significant process to evaluate multiple Project sites. The City's original application for the ERF grant proposed the project to be located on the City Hall property. On July 9, 2024, the City Council directed the City Manager to request that the Ojai Valley Board of Realtors serve as a task force to the City Council for the purpose of identifying proposed locations for the Project. On August 27, 2024, the Realtors released four potential site locations, including the Lower Public Works Yard. On March 25, 2025, the City Council approved the Public Works Yard as the Project location contingent on entering into a Development Management Agreement with Dignity Moves and approval of the site. On May 27, 2025, the City approved the Public Works Yard location and the Development Management Agreement with DignityMoves.

Finding No. F-13
The City of Ojai's claims of insufficient time did not absolve the City of Ojai from conducting a fair and competitive selection process based on qualifications and competency when it awarded the contract to DignityMoves on May 27, 2025.

Response: *Partially agree; partially disagree.* The City agrees that the California Government Code does not provide exceptions from competitive contracting requirements where there is insufficient time to conduct a meaningful competitive process. The City received notice from HCD on April 18, 2024, that it was selected for the award of an ERF Grant in the amount of $12,667,461.04 to construct the project described in the City's application. On October 4, 2024, the Grant agreement with HCD was executed. As originally approved, ERF Grant required that no less than 50% of grant funds be expended and 100% obligated by June 30, 2025 and that 100% of funds be expended by June 30, 2027. While this does not absolve the City of Ojai from

the requirement to conduct a fair and competitive selection process, it does highlight that there were compressed schedules to secure contractors and consultants and work

Finding No. F-14
There was significant turnover of staff and elected officials at the City of Ojai during this process which contributed to the issues in this report.

Response: *Agree.* The application window for the California Interagency Council on Homelessness's ERF Round 3 grant was from November 3, 2023 to January 31, 2024. On January 23, 2024, the Ojai City Council voted to submit the ERF grant application. Current city Manager Ben Harvey was appointed to be the Ojai City Manager on January 29, 2024. Also during this time period the City experienced changes in other key leadership roles.

Finding No. F-15
There was a lack of full public transparency throughout the process of the City of Ojai selecting DignityMoves for the Encampment Resolution Funding grant application in January 2024 and awarding the contract in May 2025.

Response: *Generally disagree.* As noted above, the City agrees that DignityMoves was not selected through an open and competitive process. However, since late 2023, the City has conducted twenty-two (22) public meetings regarding the process and the project, providing significant opportunity for City Council deliberation and community input. The City has also maintained a project landing page, providing information and relevant documents for public review, including financial and project plan documents. Further, the City has actively cooperated with the media to answer questions and concerns regarding the project.

Finding No. F-16
There was a lack of alignment within the Ojai City Council, and between the city and local residents, resulting in delays that impacted the progress of the project.

Response: *Partially agree; partially disagree*. The City Council acknowledges that Council decisions related to the Project have not been unanimous, with many decisions being approved with a 3-2 vote. The City Council operates by a majority vote. Notwithstanding the Council voting history related to the Project, the most significant delays in project progress are attributable to evaluation of alternate Project locations. Over ten different potential locations were vetted, which added considerable time to the process.

RECOMMENDATIONS

Recommendation No. R-01
By January 1, 2027, the City of Ojai should develop policies and procedures that support conducting a fair and competitive selection process in all cases moving forward. (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-11, F-12, F-13, F-14)

Response: *Agree. In process.* On July 14, 2026, the City Council has provided authority and direction to the City Attorney to prepare revisions to the City's purchasing ordinance and solicitation templates in order to provide more robust direction to the City Manager and City staff. The updates to the City's Municipal Code are expected to be completed by January 1, 2027.

Recommendation No. R-02
By January 1, 2027, the City of Ojai should implement a plan to improve its public transparency throughout the selection process in all cases moving forward. (F-15)

Response: *Agree. In process.* As noted in the response to Recommendation No. 1, the City Attorney has received authorization and direction from the City Council to prepare updates and revisions to the City's purchasing ordinances and other procurement documents. These revisions are expected to better ensure public transparency in City purchasing and contracting activities. The updates to the City's Municipal Code are expected to be completed by January 1, 2027.

Recommendation No. R-03
By January 1, 2027, the City of Ojai implement a plan to gain alignment among employees, elected officials, and local residents before initiating large and complex projects. (F-16)

Response: *Generally agree.* Over the past year, the City Council has spent a significant amount of time developing City Council Goals in order to facilitate greater alignment among the City Council and identify key priorities that are common amongst all Council Members. With that being said, each City Council works to represent the many facets of a diverse community while recognizing that members of the community will not always agree on all issues. A key aspect of a democratic form of government includes consideration of differing opinions and perspectives, and at times, differing positions on significant issues by the Council.

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**

MEETING DATE: **August 11, 2026**

SUBJECT: **Approval of Amendment to Development Management Agreement (*Operational Need*)**

RECOMMENDATION

Approve a proposed Amendment to the Development Management Agreement, substantially in the form of Attachment A, with DignityMoves to allow acceptance of donations for specified purposes for the Ojai Permanent Supportive Housing Project.

DISCUSSION

On April 14, 2026, the Ojai City Council affirmed DignityMoves' determination of the lowest responsive bidder for the Ojai Permanent Supportive Housing Project for a total project cost of $9.5M, including a 4% contingency, along with acceptance of the corresponding Development Budget and Schedule for the $9.5M project. As part of this decision, Council declined to accept a $1M donation offered for the Project, on the basis that, at the time, the donation would have been contingent on the designation of 5 of the 30 units in the Project being dedicated for participants in the Transitional Age Youth Program.

In order to achieve a $9.5M total project cost, the City and DignityMoves had to accept certain revisions to the Project design that resulted in removal of certain Project elements described in greater detail in the April 14, 2026, Council Administrative Report.

Since the April 14, 2026, City Council meeting, DignityMoves has continued discussions with possible donors and has identified the potential for Project donations that could be pursued without adding any constraints or requirements for the Project. If such donations were received by DignityMoves or the City, the Project contingency could be fully funded, Project elements not included in the $9.5M Project could be added back to the Project scope, and other currently unfunded Project-related costs could be funded without any additional cost to the City.

The City Manager requests that Council consider approval of the proposed amendment to the Development Management Agreement to allow DignityMoves to pursue and accept donations with City Manager approval, so long as such donations will not result in any additional Project constraints or financial expenditures for the City. In the event DignityMoves identifies donations that would be subject to additional Project requirements

or conditions, acceptance of the donation would require City Council approval.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 1 - Affordable Housing

OPTIONS
1. Take no action;
2. Provide alternative directions to staff.

FISCAL IMPACT
Approval of the proposed Amendment will not result in any additional cost to the City of Ojai and may, instead, result in a reduction to the cost required to complete the Project.

Prepared by: Bethany Burgess, City Attorney

ATTACHMENT(S)
A. Proposed Amendment to Development Management Agreement

AMENDMENT NO. 2

TO

DEVELOPMENT MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 2 TO THE DEVELOPMENT MANAGEMENT AGREEMENT ("Amendment No. 2") by and between the CITY OF OJAI, a California municipal corporation ("City") and DIGNITYMOVES, a California non-profit corporation ("DignityMoves" or "Consultant") is effective as of the ___ day of _____, 2026 ("Effective Date").

RECITALS

A. City and Consultant entered into that certain Development Management Agreement dated May 30, 2025 ("Agreement") whereby Consultant agreed to serve as the City's Development Manager for the development of the Ojai Permanent Supportive Housing Project ("Project") funded through a $12,667,461.00 Encampment Resolution Funding ("ERF") grant awarded to the City by the California Department of Housing and Community Development.

B. On April 14, 2026, the Ojai City Council affirmed Consultant's determination of the lowest responsive bidder for construction of the Project resulting in a total project cost of $9,500,000, including a 4% contingency and accepted the corresponding Development Budget and Schedule and authorized the City Manager to execute Amendment No. 1, with an effective date of April 15, 2026, to the DMA to incorporate such documents into the Agreement.

C. In order to keep the revised Development Budget approved as part of Amendment No. 1 within the maximum Development Budget established in the DMA (and as a result of construction cost increases identified following completion of a competitive bidding process), certain Project elements were eliminated as part of the construction bid alternatives evaluated by Consultant.

D. Consultant has identified donors willing to contribute funds towards construction of the Project and the City and Consultant desire to amend the Agreement to allow Consultant to accept such funds, subject to the limitations and requirements set forth in this Amendment No. 2.

TERMS

1. **Agreement Changes**. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. **The definition of "Development Budget" provided in Article 1 (Definitions) is hereby amended to read as follows:**

"Development Budget" shall mean the budget for the Development Work to be agreed to in writing by the Parties in accordance with the terms of this Agreement, as it may be amended and/or updated from time to time as agreed to in writing by the Parties, setting forth the anticipated costs, expenses, and income and other relevant financial projections to perform

and complete the Development Work. Development Budget is attached hereto as Exhibit "D" and shall not exceed $9,500,000***, except as otherwise provided in this Agreement***.

B. **Section 3.1.1 (Approval of Development Budgets) is hereby amended to read as follows:**

3.1.1 Approval of Development Budgets. The City and DignityMoves have agreed upon the Development Budget attached hereto as **Exhibit D**. DignityMoves shall advise the City if DignityMoves determines that the amounts set forth in the applicable Development Budget will be exceeded. All changes that will cause the Development Budget to be exceeded shall be subject to the City's prior written approval. ***Notwithstanding anything set forth in this Section or otherwise provided in this Agreement to the contrary, in the event DignityMoves identifies funding opportunities that may be utilized for completion of the Project, DignityMoves may prepare an amendment to the Development Budget to reflect any donations accepted for such purpose subject to the following:***

3.1.1.1 Acceptance of donations and the expenditure of funds resulting therefrom by DignityMoves pursuant to this Subsection 3.1.1 shall not result in any additional financial or operational obligations for the City or the Project, unless otherwise approved by the Ojai City Council in advance.

3.1.1.2 Amendments to the Development Budget necessitated by the acceptance of donations pursuant to and meeting the requirements of this Subsection 3.1.1 may be approved by the City Manager. All other amendments to the Development Budget that result in an increase to the Development Budget shall require the approval of the Ojai City Council in advance.

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. 2, 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. 2 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. 2, 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. 1 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:

DIGNITYMOVES, a California non-profit corporation

By:_____
Name: Elizabeth Funk
Title: Chief Executive Officer

By:_____
Name:
Title:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ 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

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ 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

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**

MEETING DATE: **August 11, 2026**

SUBJECT: **Authorization to Release a Request for Proposals (RFP) for an Integrated Property Management and Supportive Services Provider for the City's Permanent Supportive Housing Development *(Operational Need)***

RECOMMENDATION

1. Approve the Request for Proposals (RFP) for an Integrated Property Management and Supportive Services Provider for the City's 30-unit Permanent Supportive Housing (PSH) development; and
2. Authorize the City Manager to release the RFP, conduct the competitive solicitation process, evaluate proposals, and return to the City Council with a recommended contract award for consideration.

DISCUSSION

The City of Ojai continues to advance development of its 30-unit Permanent Supportive Housing (PSH) project, which will provide long-term affordable housing coupled with voluntary supportive services for individuals experiencing or who have experienced homelessness. The project consists of 28 single room occupancy (SRO) units and two units designed for couples and is intended to operate in accordance with Housing First principles, trauma-informed care, and applicable federal, state, and local program requirements.

To ensure coordinated operations and long-term program success, staff has prepared an RFP seeking a qualified organization capable of providing both professional property management and supportive services under a single contract. This integrated service delivery model is intended to provide clear accountability, seamless coordination between housing operation and resident services, and consistent support for tenants throughout their tenancy. Respondents may utilize subcontractors or partner agencies; however, the lead organization will retain full contractual responsibility for all services.

The selected provider will be responsible for comprehensive property management functions, including leasing, rent administration, regulatory compliance, facility maintenance, tenant relations, financial management, and occupancy oversight. In addition, the provider will deliver voluntary supportive services including case management, behavioral health coordination, crisis intervention, benefit enrollment assistance, employment and income support, community integration activities, and

coordination with Ventura County Behavioral Health, the Ventura County Continuum of Care, and other partner agencies.

The RFP establishes clear performance expectations, including minimum housing retention rates, occupancy standards, HMIS data quality benchmarks, timely reporting requirements, and regular performance evaluation. The successful proposer must demonstrate experience operating permanent supportive housing in California, maintaining compliance with Housing First requirements, and coordinating services through Ventura County's Coordinated Entry System and Continuum of Care.

Proposals will be evaluated using objective criteria that include organizational capacity, quality of the proposed service model, experience with Housing First and trauma informed care, staffing qualifications, data management capabilities, financial stability, and overall value to the City. Staff will conduct a competitive evaluation process and return to the City Council with a recommended contract award following completion of the solicitation.

Releasing the RFP at this time will allow for the City to identify a qualified operating partner well in advance of the facility's anticipated occupancy, ensuring sufficient time for contract negotiations, operational planning, staff onboarding, coordination with funding partners, and implementation of resident services.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 1 - Affordable Housing

OPTIONS

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

FISCAL IMPACT

Approval of the recommendation authorizes only the release of the RFP and does not obligate the City to award a contract or expend funds. Any future agreement resulting from the RFP process will be presented to the City Council for approval and will include the proposed scope of services, contract amount, funding sources, and any associated budget implications.

Prepared by: Norma Cervantes, Assistant to the City Manager

ATTACHMENT(S)

A. RFP – Integrated Service Provider and Property Management

401 S. Ventura Street, Ojai CA 932023

REQUEST FOR PROPOSALS NO. RFP 26-XXX

INTEGRATED SERVICE PROVIDER AND PROPERTY MANAGER FOR THE OJAI PERMANENT SUPPORTIVE HOUSING PROJECT

ISSUED: MM/DD/YY

Mandatory Pre-Proposal Meeting:	MM/DD/YY OR **Not Applicable**
Prospective Consultant Questions Due:	**MM/DD/YY| 12:00 AM**
Proposals Due (Electronic Only):	**MM/DD/YY| 12:00 AM**

NO LATE PROPOSALS WILL BE ACCEPTED. Proposals received after the due date and time will not be considered for this project. It is the policy of the City of Ojai to reject any proposal that is received late.

1. REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:

[public bidding website]

2. PLEASE NOTE THAT IN THE EVENT OF A CONFLICT BETWEEN ANY DETAILS CONTAINED WITHIN THIS RFP ____-____ DOCUMENT AND ANYTHING ELSE CONTAINED WITHIN THE [PUBLIC BIDDING] PORTAL, THIS RFP ____-____ DOCUMENT SHALL CONTROL AND GOVERN

REQUEST FOR PROPOSALS RFP NO.26-0XX

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Contract Services Agreement X

1. Affidavit of Non-Federal Lobbyist Requirements
2. Certificate of Compliance with Labor Code Section 3700
3. Debarment and Suspension Certification
4. Affidavit of Non-Collusion and Non-discrimination
5. Client Reference List

A. SUMMARY

The City of Ojai (“City") invites qualified firms to submit proposals to serve as the Integrated Service Provider and Property Manager for a 30-unit Permanent Supportive Housing (PSH) development located in Ojai, California, consisting of 28 Single Room Occupancy (SRO) units and 2 units designated for couples. The City requires a single organization to fulfill both property management and supportive services functions under one contract; proposals that address only one function will not be considered. This development will provide permanent housing with voluntary, trauma-informed supportive services to individuals and families who are experiencing or have experienced homelessness, including those with serious mental illness, substance use disorders, chronic health conditions, and complex social needs.

The City is committed to a service delivery approach that eliminates barriers to housing entry and prioritizes rapid placement and housing stability. The selected provider(s) will be required to operate in full alignment with:

- Ventura County Continuum of Care (VC CoC) standards and protocols
- Coordinated Entry System (CES) / Pathways to Home referral processes
- Ventura County Behavioral Health (VCBH) and County Mental Health requirements
- California Department of Health Care Services (DHCS) CalAIM Enhanced Care Management (ECM) and Community Supports
- HUD CoC Program regulations (24 CFR Part 578)
- California Housing First Law (WIC §8255)
- Fair Housing Act and ADA requirements
- Any applicable California Mental Health Services Act (MHSA), California Behavioral Health Services Act (BHSA), California Homeless Housing, Assistance and Prevention Program (HHAP), or Homekey+ funder requirements (California Department of Housing and Community Development affordability requirements)

The City seeks a single, integrated organization capable of fulfilling both property management and supportive services functions under one contract. This unified model ensures seamless coordination, clear accountability, and continuity of care for tenants. Respondents must demonstrate capacity to perform both roles. Organizations that can only perform one role are not eligible to apply; however, respondents are encouraged to describe formal partnership arrangements with subcontractors or affiliated agencies that strengthen their capacity, provided the lead applicant retains full contractual accountability to the City.

The City of Ojai reserves the right to make changes in the Request for Proposals (RFP) as it may deem appropriate. Any and all changes in the RFP shall be made by written addendum, which shall be issued to all prospective proposers who have been issued or obtained a copy of the RFP. No oral changes will be permitted. Addenda issued during

the proposal process will become a part of the original RFP. All proposals must be submitted by the date and time established herein. Proposals submitted after such required date and time will be returned unopened to the sender. The City of Ojai reserves the right to take any action considered to be in the best interest of the City of Ojai.

No proposal may be withdrawn for a period of one hundred twenty (120) days once proposals have been opened.

No contract exists on the part of the City until the City Council has made the award and a contract has been fully executed. The award, if made, will take place approximately within one hundred twenty (120) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City of Ojai to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. When negotiations with the consultant to be awarded the contract are complete, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the California Public Records Act.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer's responsibility to ensure their proposal documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Proposer's sole responsibility to contact the City's online bid management provider (XXXX at XXXX) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through XXXX within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through XXXX. Any response for this RFP that is not posted through XXXX is unauthorized and will be considered invalid. Proposer is solely responsible for "on time" submission of its electronic proposal. The bid management system will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-proposals are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your proposal, you may do so any time before the proposal submission deadline, by going back into the system and selecting “withdraw”.

B. PROJECT OVERVIEW

Ojai and the broader Ventura County region have experienced sustained increases in unsheltered homelessness. The 2026 Ventura County Point-in-Time Count identified significant numbers of individuals experiencing chronic homelessness, many with co-occurring mental health and substance use conditions. The City of Ojai is developing this 30-unit PSH site — comprising 28 SRO units and 2 couple units. All ADA compliant — to address this critical need with a deeply affordable, service-enriched housing model.

The Ojai Permanent Supportive Housing Project is being constructed at the City’s Lower Public Works Yard, located at 611 S. Montgomery Street. Construction is anticipated to be completed by July of 2027. Additional details regarding the project may be found at the City’s project landing page.

Detail	Description
Total Units	28 Single Room Occupancy (SRO) units + 2 units designated for couples (larger SRO or studio configuration)
Target Population	Adults experiencing or having experienced homelessness; priority for chronically homeless
Location	Ojai, Ventura County, California
Affordability	Tenants expected to pay no more than thirty percent of adjusted gross income (based upon project-based voucher calculations)
Subsidy Type	Any (all subsidies accepted – federal, state or local)
Ownership	City of Ojai
On-Site Office	Yes — dedicated service provider office suite, private meeting rooms for resident case management sessions, group/community meeting room, and space for partnering agencies (VCBH, ECM leads, health, legal, etc.) to meet with residents on-site
ADA Compliance	All 30 units are fully ADA compliant; common areas, offices, and meeting rooms meet ADA and Fair Housing accessibility standards

C. MANDATORY PRE-PROPOSAL MEETING

Pre-proposal meeting or job walk mandatory: YES
Pre-proposal meeting or job walk time: MONTH YYYY
Pre-proposal meeting or job walk location: Zoom

Pre-proposal meetings are held for the purpose of answering proposer questions. If a pre-proposal meeting is mandatory, then the City will not accept proposals from those who arrive late or do not attend. Arrive early, plan accordingly, and provide a business card to the City employee. A sign-in sheet will be available. Proposers are to meet at the location as listed, if applicable.

D. PROPOSAL SUBMITTAL

The proposals must be submitted electronically only.

Proposals must be submitted electronically on XXXX no later than MM/DD/YYYY at HH:00 PM. Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of XXXX must be directed to XXXX.

The Proposal must include the following sections, numbered in accordance with the table below. **Every Proposal must include the Proposer's name and the City's Request for Proposal No. 26-XXX.**

Required Proposal Sections and Documents

1	**Cover Letter** The cover letter must be signed by an officer of the firm authorized to execute a contract with the City. The primary contact should be identified and phone number, email, and mailing addresses provided.	Required
2	**Company Certification and Personnel Verification** Certification, on company letterhead that the person submitting the proposal is authorized to contract on behalf of the prospective consultant. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement	Required
3	**Organizational Overview and Capacity**	Required

	The Consultant shall provide an overview of the organization submitting the proposal and capacity to take on new projects like this project.	
4	**Team Qualifications and References** The Consultant shall provide a summary of the Consultant's qualifications for this proposal. General information about the firm(s), location of office(s), years in business and areas of expertise is also requested. The Consultant shall provide a minimum of three examples of similar efforts prepared by the firm and proposed team members.	Required
5	**Key Staff and Team** The Consultant shall identify key staff and include a description of their abilities, qualifications, and experience. Attach detailed resumes of key staff that will be assigned to this project with ½ page summaries of those proposed. Include a proposed project structure and organizational chart. Identify any portion of the scope of work that would be subcontracted.	Required
6	**Project Understanding** Consultant shall describe its understanding of the project and the key goals and objectives. Consultant may expand on the scope of work to incorporate optional tasks.	Required
7	**Project Approach** Consultant shall describe its detailed work approach and methodology for delivering the services required as part of the Scope of Work. Include all deliverables, assumptions about the number of regular meetings needed with City staff and regular meetings with tenants to complete the Scope of Work.	Required
8	**Subcontractor List (if applicable)** Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor. Include firm qualifications (be brief) and key personnel, telephone number, email address and contact person for all subcontractors in an appendix.	Required if Applicable
9	**Schedule** Consultant shall include a schedule of work and include primary deliverables and meetings.	Required
10	**Cost Proposal** The cost proposal shall include all labor costs, overhead costs, subconsultant costs, and an itemized list for direct expenses. Costs must be shown in a matrix format by task, showing hours per staff member and labor rates. Include all pricing information relative to the engagement on Contract Services Agreement, Exhibit "C".	Required
11	**Small and Disadvantaged Business Enterprises (SBE/DBEs)** Consultant shall include certified SBE and/or DBE firms as sub-consultants, if sub-consultants are used. The percentage required is XX%.	Required

12	**Client Reference List** Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 5 years.	Required
13	**Modification, Changes or Exceptions to the City Contract of Service Agreement Template (if applicable)** Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing in Contract Service Agreement, Exhibit "B". A failure to submit exceptions shall be deemed acceptance of the City's Contract terms.	Required if Applicable
14	**Affidavit of Non-Collusion and Non-Discrimination** (download from XXXX)	Required
15	**Federal Lobbyist Requirements** (download from XXXX)	Required
16	**Debarment and Suspension Certificate** (download from XXXX)	Required
17	**Certificate of Compliance with Labor Code Section 3700** (download from XXXX)	Required if Applicable

E. QUESTIONS AND ADDENDUM

All project scope questions must be posted to XXXX by the due date listed on the cover page of this RFP. The City will coordinate responses and post them to XXXX 5 days prior to the bid deadline for all interested proposers to review.

The City's XXXX portal: [Web address]

If discrepancies or omissions are found in this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to PlanetBids no later than 3 days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	XXXX	XXXX
2	Use of XXXX	XXXX	XXXX
3	City's Purchasing Process	Norma Cervantes Assistant to the City Manager	norma.cervantes@ojai.ca.gov (805) 646-5581 ext. 100

ONLY the point of contact identified above may be contacted regarding this solicitation. No other City officers, agents, employees, or representatives have authority to respond on behalf of the City. Contact with unauthorized City

personnel or elected officials during the selection process or may result in disqualification.

F. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified.

The awarded contractor and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents prior to execution of the contract.

Proposing firms should demonstrate:

- At least 3 years of experience providing management services at any comparable projects
  - Affordable housing and/or PSH strongly preferred
- Knowledge of:
  - Public sector project delivery
  - Affordable housing funding compliance and grant compliance
- Proven ability to manage:
  - Budget controls
  - Scheduling
  - Contractor oversight

G. PROCUREMENT SCHEDULE

Anticipated Procurement Schedule		
1	RFP Release Date	**MM/DD/YYYY**
2	Deadline for Questions	**MM/DD/YYYY**
3	Proposal Due Date	**MM/DD/YYYY**
4	Evaluation/Vendor Shortlist/Interview/Selection	**MM/DD/YYYY**
5	City Council Award of Contract	**MM/DD/YYYY**
6	Contract Execution & Notice to Proceed	**MM/DD/YYYY**
7	Begin Engagement	**MM/DD/YYYY**
8	Complete Engagement	**MM/DD/YYYY**

The Anticipated Procurement Schedule dates are provided for general information. The actual dates are subject to change depending on the City's best interest.

H. OTHER REQUIREMENTS

The City's form contract is required (see Contract Service Agreement). Specific requirements are outlined in the form contract.

Prevailing Wage Required: **No**
Performance Bond Required: **Not Applicable**
Payment Bond Required: **Not Applicable**

The majority of the work as required herein must be performed by the awarded consultant. The work may not be subcontracted to another consultant unless the consultant has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

Additional Insurance Requirements (in addition to those in City's Contract Service Agreement)

I. COST PROPOSAL

Consultants must provide everything necessary at their own expense including, but not limited to labor, materials, and equipment required to perform and complete the required work.

The proposal price must include all necessary labor, materials, and fees to complete the work required by Project Scope and Specifications. Permits, licenses and fees must be obtained at the awarded Consultant's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total proposal price. Costs shall exclude travel, meals, printing, and lodging.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Consultant's cost proposal shall include hourly rates for additional work which may be authorized by the City's Contract Officer.

J. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

All proposals will be opened publicly in the Office of the City Clerk on the date and time noted on the Notice of Request for Proposals. Proposals will be considered confidential until negotiations with the consultant to be awarded the contract are complete.

Proposal documents that are submitted on time and meet the minimum requirements outlined above will be reviewed by City staff, which will make a recommendation to the City Council to either reject all proposals or award a contract. Evaluation criteria will include qualifications, experience, price, familiarity with the City, and past performance; and will be based on guidelines in the City's Municipal Code. (Ojai Municipal Code § 8-4.21).

The City may hold interviews with respondents prior to a final selection of the project contractor. Such interviews may be conducted in person or by electronic means. The City

reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

No contract exists until the City Council has made the award, and the contract has been fully executed.

The City of Ojai reserves the right to reject the proposals, request additional information or take any other action considered to be in the best interests of the City of Ojai.

Specific Evaluation Criteria For Award of Contract Will Be As Follows:

Proposals will be evaluated, scored, and weighted based on demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services, and a fair and reasonable price, in accordance with Ojai Municipal Code § 8-4.21. The factors and weight attributed to each factor are as follows:

No.	DESCRIPTION	WEIGHT
1	General Qualifications and References	10%
2	Key Staff	10%
3	Project Understanding	30%
4	Project Approach and Work Plan	30%
5	Cost Proposal	15%
6	Ability to collaborate locally	5%
	Total	100%

K. INSURANCE

The selected consultant must comply with the insurance requirements detailed in the Contract Services Agreement and below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the bid. Failure to submit may result in City rejecting the bid as being materially non-responsive to this RFP.

If a consultant believes any of City's proposed insurance is not appropriate for any reason and/or the requirements warrant an adjustment, City invites submission of a written request with explanation of the same to be submitted prior to 10 days before the bid deadline. City will review the request and if appropriate, will issue an amendment to the insurance requirements as a written addendum.

Certificate of Insurance:

Shows GL, Auto, Work Comp and Professional Liability coverages with valid effective dates

General Liability: Add'l Insured and Waiver of Subrogation must be checked.
Auto Liability: Add'l Insured and Waiver of Subrogation must be checked.

Workers Compensation: Waiver of Subrogation must be checked. * - if applicable

Description of Operations:
1. City of Ojai, its elected and appointed officers, employees, volunteers and agents are additional insured on GL and Auto policies.
2. GL is Primary and Non-Contributory.
3. Waiver of Subrogation endorsement in favor of City of Ojai OR in favor of additional insured.

Certificate Holder: City of Ojai, 401 South Ventura Street, Ojai, CA 93023
Insurance Carriers: AM Best rating A- VII or Better

General Liability Provisions:
Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate

GL Endorsements:
1. City of Ojai, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Primary and Non-contributory endorsement.
3. Waiver of Subrogation endorsement in favor of City of Ojai.

Automobile Liability Provisions:
Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate

Auto Insurance Endorsements:
1. City of Ojai, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Waiver of Subrogation endorsement in favor of City of Ojai.

Worker's Compensation Provisions:
Coverage for statutory limits for workers compensation. Minimum limit of $1MM for Employer Liability.

WC Endorsements:

Waiver of Subrogation endorsement in favor of City of Ojai

PROJECT SCOPE AND SPECIFICATIONS

SCOPE OF SERVICES

Proposers must demonstrate capacity to deliver both property management and supportive services as an integrated model under a single contract. The full scope of both functions is described below. Proposers may utilize subcontractors or formal agency partnerships to strengthen service capacity, but the lead applicant is solely responsible for all contractual performance.

A. Property Management:

The Property Manager is responsible for all physical asset management, lease administration, and regulatory compliance functions for the 30-unit development (28 SRO units + 2 couple units), all of which are ADA compliant. The site includes dedicated on-site office space, private case management meeting rooms, a group/community meeting room, and shared space for partnering agencies to conduct on-site services and resident meetings. Additionally, the selected firm will be responsible for all of the following leasing-related activities:

1. Leasing and Occupancy

- Accept referrals through the Ventura County Coordinated Entry System (CES) / Pathways to Home, in compliance with VC CoC Written Standards and HUD 24 CFR §578.7(a)(8) consistent with State of California Encampment Resolution Funding (ERF)
- Execute leases directly with tenants using standard lease agreements compliant with California landlord-tenant law and HUD requirements
- Conduct move-in inspections and maintain unit habitability per HQS/NSPIRE standards
- Maintain occupancy at or above 95% on an annual basis
- Implement a non-discriminatory, Housing First admissions policy — no sobriety requirements, treatment participation mandates, or income minimums as conditions of tenancy
- Administer leases consistent with California SRO tenancy law (Civil Code §§1940–1954); all SRO units shall be offered under annual lease agreements (not month-to-month) to maximize tenant stability and Just Cause eviction protections; the 2 couple units shall be leased under standard residential lease agreements accommodating two-person occupancy
- Describe in the proposal how lease structure ensures compliance with Civil Code §§1940–1954 for SRO occupants, including notice requirements, habitability standards, and tenant

rights disclosures
- Maintain a clear unit designation policy distinguishing SRO units (single occupancy) from couple units (two-person occupancy); couple units shall be made available to households of two persons referred through CES, consistent with VC CoC household prioritization policies
- Comply fully with the California Housing First Law (WIC §8255)

2. Rent and Financial Management

- Collect rents consistent with applicable subsidy contracts Process tenant rents (Tenant Rent Portions, or TRPs) and rental subsidies
- Manage security deposits in compliance with California Civil Code §1950.5
- Submit timely and accurate rent rolls, vacancy reports, and subsidy billing to the City and relevant housing authorities
- Maintain tenant financial records and provide annual rent reasonableness documentation
- Assist tenants in accessing income supports: SSI/SSDI, CalFresh, CalWORKs, General Relief, and representative payee services

3. Facilities Maintenance

- Provide 24/7 emergency maintenance response
- Conduct routine inspections (interior and exterior) on a scheduled basis (minimum quarterly)
- Maintain compliance with all local building codes, health and safety regulations, and ADA requirements
- Manage relationships with licensed vendors, contractors, and utilities
- Develop and implement a Capital Needs and Preventive Maintenance Plan
- Maintain common areas including laundry, community room, outdoor spaces, and mail areas

4. Regulatory Compliance

- Participation in the regional Coordinated Entry System
- Prioritization of referrals based on vulnerability indices
- Collaboration with local homeless services providers

5. **Supportive Services**

- The selected Consultant shall provide comprehensive, on-site supportive services designed to promote housing stability,

health, and self-sufficiency for all program participants, including:

- **Case management.** Provide ongoing, individualized case management for each tenant, including intake assessment, development and regular updating of individualized service plans, housing stabilization planning, and crisis intervention as needed.
- **Linkage to Medi-Cal.** Assist tenants with applying for and maintaining Medi-Cal eligibility, and coordinate enrollment in CalAIM Enhanced Care Management (ECM) and Community Supports where applicable.
- **Linkage to income and mainstream benefits.** Assist tenants in applying for and maintaining eligibility for income and mainstream benefit programs, including SSI/SSDI, CalWORKs, General Relief, CalFresh, and other public benefits for which they may qualify.
- **Employment and volunteer opportunities.** Connect tenants with employment readiness services, job training, and volunteer opportunities, and support referrals to workforce development and vocational rehabilitation programs as appropriate.
- **Linkage to behavioral health assessment and services.** Coordinate referrals for behavioral health assessments and ongoing treatment through Ventura County Behavioral Health (VCBH) or other qualified providers, and support care coordination between property management, on-site services staff, and external behavioral health providers.
- **On-site activities.** Plan and facilitate regular on-site activities and programming (e.g., life skills workshops, social/recreational activities, health and wellness programming) to promote community building and tenant engagement.

HMIS data entry. Maintain timely and accurate data entry into the Homeless Management Information System (HMIS) for all program participants, in compliance with HUD and CES data standards and reporting requirements.

RESERVATION OF RIGHTS

The City of Ojai reserves the right to:

- Reject any or all proposals
- Waive minor irregularities
- Negotiate terms with the selected vendor
- Cancel this RFP at any time

CONTACT INFORMATION

Norma Cervantes
norma.cervantes@ojai.ca.gov

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**

MEETING DATE: **August 11, 2026**

SUBJECT: **Authorization to Release a Request for Proposals for Owner's Representative/Construction Management Services for the Permanent Supportive Housing Project (PSHP)** ***(Operational Need)***

RECOMMENDATION

1. Approve the Request for Proposals (RFP) for Owner's Representative/Construction Management Services for the Permanent Support Housing Project (PSHP); and
2. Authorize the City Manager to release the RFP, conduct the competitive solicitation process, evaluate proposals, and return to the City Council with a recommended contract award for consideration.

DISCUSSION

The City is advancing the development of the Permanent Supportive Housing Project (PSHP), located at 611 S. Montgomery Street. As the project transitions into the construction phase, it is in the City's best interest to retain an independent Owner's Representative/Construction Management consultant to provide professional oversight and represent the City's interests throughout construction. The RFP seeks a consultant that will act solely in an advisory and oversight role and will not perform construction work or hold construction contracts.

The selected consultant will serve as the City's representative during construction and will provide independent oversight of the project while protecting the City's interests related to budget, schedule, quality, regulatory compliance, and grant requirements. The consultant will coordinate with the developer and project team, monitor construction activities, review payment requests and change orders, identify project risks, provide recommendations to City staff, and present regular progress updates to the City Council. The consultant will not perform construction work or hold construction contracts, ensuring and independent oversight role on behalf of the City.

The RFP requests proposals from firms with demonstrated experience providing Owner's Representative and/or Construction Management services on comparable public sector projects, with affordable housing and Permanent Supportive Housing experience strong preferred. The RFP also outlines the required proposal contents, consultant qualifications, evaluation criteria, and anticipated procurement schedule. The proposed schedule includes release of the RFP on August 12, 2026, proposal submissions due by September

11, 2026, and back to City Council for awarding on September 22, 2026.

Releasing the RFP will allow the City to identify and retain a qualified Owner's Representative/Construction Management consultant before construction services intensify.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 8 - Financial Stability

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

FISCAL IMPACT
Approval of the recommendation authorizes only the release of the RFP and does not obligate the City to award a contract or expend funds. Any future agreement resulting from the RFP process will be presented to the City Council for approval and will include the proposed scope of services, contract amount, funding sources, and any associated budget implications.

Prepared by: Norma Cervantes, Assistant to the City Manager

ATTACHMENT(S)
A. RFP – Owner's Representative/Construction Management Services

401 S. Ventura Street, Ojai CA 932023

REQUEST FOR PROPOSALS NO. RFP 26-XXX

OWNER'S REPRESENTATIVE/CONSTRUCTION MANAGEMENT SERVICES

ISSUED: MM/DD/YY

Mandatory Pre-Proposal Meeting:	MM/DD/YY OR **Not Applicable**
Prospective Consultant Questions Due:	**MM/DD/YY| 12:00 AM**
Proposals Due (Electronic Only):	**MM/DD/YY| 12:00 AM**

NO LATE PROPOSALS WILL BE ACCEPTED. Proposals received after the due date and time will not be considered for this project. It is the policy of the City of Ojai to reject any proposal that is received late.

1. REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:

[public bidding website]

2. PLEASE NOTE THAT IN THE EVENT OF A CONFLICT BETWEEN ANY DETAILS CONTAINED WITHIN THIS RFP ____-____ DOCUMENT AND ANYTHING ELSE CONTAINED WITHIN THE [PUBLIC BIDDING] PORTAL, THIS RFP ____-____ DOCUMENT SHALL CONTROL AND GOVERN

REQUEST FOR PROPOSALS RFP NO.26-0XX

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2. Certificate of Compliance with Labor Code Section 3700
3. Debarment and Suspension Certification
4. Affidavit of Non-Collusion and Non-discrimination
5. Client Reference List

A. SUMMARY

The City of Ojai ("City") is seeking proposals from qualified firms to provide Owner's Representative/Construction Management (CM) Services ("Consultant") for the development of the Permanent Supportive Housing (PSH) Project ("Project") located at 611 S. Montgomery Street, Ojai, CA 93023.

The selected firm will act solely in an advisory and oversight capacity on behalf of the City and will not perform construction work. The firm will work under a professional services agreement with the City, reporting to the City Manager and/or designee, but also providing regular project updates directly to the City Council at City Council meetings.

The selected firm will:

- Act as the City's independent advisor
- Interface directly with the Development Manager, the General Contractor, and other contractors working on the Project on behalf of the City
- Represent the City's interests in ensuring budget, schedule, quality, and compliance
- Provide oversight regarding construction project change requests and the change management process more generally
- Not hold or perform any construction contract
- Not self-perform work or subcontract construction services
- Maintain neutrality in contractor oversight and recommendations
- Provide regular updates on the status of the construction project to the City, including City staff and City Council

The Project is funded by a roughly $12.6M Encampment Resolution Funding Grant awarded to the City by the California Department of Housing and Community Development.

The City of Ojai reserves the right to make changes in the Request for Proposals (RFP) as it may deem appropriate. Any and all changes in the RFP shall be made by written addendum, which shall be issued to all prospective proposers who have been issued or obtained a copy of the RFP. No oral changes will be permitted. Addenda issued during the proposal process will become a part of the original RFP. All proposals must be submitted by the date and time established herein. Proposals submitted after such required date and time will be returned unopened to the sender. The City of Ojai reserves the right to take any action considered to be in the best interest of the City of Ojai.

No proposal may be withdrawn for a period of one hundred twenty (120) days once proposals have been opened.

No contract exists on the part of the City until the City Council has made the award and a contract has been fully executed. The award, if made, will take place approximately within one hundred twenty (120) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City of Ojai to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. When negotiations with the consultant to be awarded the contract are complete, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the California Public Records Act.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer's responsibility to ensure their proposal documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Proposer's sole responsibility to contact the City's online bid management provider (XXXX at XXXX) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through XXXX within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through XXXX. Any response for this RFP that is not posted through XXXX is unauthorized and will be considered invalid. Proposer is solely responsible for "on time" submission of its electronic proposal. The bid management system will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-proposals are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your proposal, you may do so any time before the proposal submission deadline, by going back into the system and selecting "withdraw".

B. PROJECT OVERVIEW

The City of Ojai is developing a 30-unit Permanent Supportive Housing Project comprising of 28 single resident occupancy units and 2 couple units, all of which are ADA compliant — to address this critical need with a deeply affordable, service-enriched housing model.

The Ojai Permanent Supportive Housing Project is being constructed at the City's Lower Public Works Yard, located at 611 S. Montgomery Street. Construction is anticipated to be completed by July of 2027. Additional details regarding the project may be found at the City's project landing page.

Detail	Description
Total Units	28 Single Room Occupancy (SRO) units + 2 units designated for couples (larger SRO or studio configuration)
Target Population	Adults experiencing or having experienced homelessness; priority for chronically homeless
Location	Ojai, Ventura County, California
Affordability	Tenants expected to pay no more than thirty percent of adjusted gross income (based upon project-based voucher calculations)
Subsidy Type	Any (all subsidies accepted – federal, state or local)
Ownership	City of Ojai
On-Site Office	Yes — dedicated service provider office suite, private meeting rooms for resident case management sessions, group/community meeting room, and space for partnering agencies (VCBH, ECM leads, health, legal, etc.) to meet with residents on-site
ADA Compliance	All 30 units are fully ADA compliant; common areas, offices, and meeting rooms meet ADA and Fair Housing accessibility standards

The purpose of the contract intended as a result of this RFP is to secure independent construction oversight and management services to provide oversight over the City's Development Manager and the contractors and consultants engaged by the Development Manager to complete the Project.

C. MANDATORY PRE-PROPOSAL MEETING

Pre-proposal meeting or job walk mandatory: YES
Pre-proposal meeting or job walk time: MONTH YYYY
Pre-proposal meeting or job walk location: Zoom

Pre-proposal meetings are held for the purpose of answering proposer questions. If a pre-proposal meeting is mandatory, then the City will not accept proposals from those who arrive late or do not attend. Arrive early, plan accordingly, and provide a business card to the City employee. A sign-in sheet will be available. Proposers are to meet at the location as listed, if applicable.

D. PROPOSAL SUBMITTAL

The proposals must be submitted electronically only.

Proposals must be submitted electronically on XXXX no later than MM/DD/YYYY at HH:00 PM. Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of XXXX must be directed to XXXX.

The Proposal must include the following sections, numbered in accordance with the table below. **Every Proposal must include the Proposer's name and the City's Request for Proposal No. 26-XXX.**

Required Proposal Sections and Documents

1	**Cover Letter** The cover letter must be signed by an officer of the firm authorized to execute a contract with the City. The primary contact should be identified and phone number, email, and mailing addresses provided.	Required
2	**Company Certification and Personnel Verification** Certification, on company letterhead that the person submitting the proposal is authorized to contract on behalf of the prospective consultant. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement	Required
3	**Organizational Overview and Capacity** The Consultant shall provide an overview of the organization submitting the proposal and capacity to take on new projects like this project.	Required
4	**Team Qualifications and References** The Consultant shall provide a summary of the Consultant's qualifications for this proposal. General information about the firm(s), location of office(s), years in business and areas of expertise is also requested. The Consultant shall provide a minimum of three	Required

	examples of similar efforts prepared by the firm and proposed team members.	
5	**Key Staff and Team** The Consultant shall identify key staff and include a description of their abilities, qualifications, and experience. Attach detailed resumes of key staff that will be assigned to this project with ½ page summaries of those proposed. Include a proposed project structure and organizational chart. Identify any portion of the scope of work that would be subcontracted.	Required
6	**Project Understanding** Consultant shall describe its understanding of the project and the key goals and objectives. Consultant may expand on the scope of work to incorporate optional tasks.	Required
7	**Project Approach** Consultant shall describe its detailed work approach and methodology for delivering the services required as part of the Scope of Work. Include all deliverables, assumptions about the number of regular meetings needed with City staff and regular meetings with tenants to complete the Scope of Work.	Required
8	**Subcontractor List (if applicable)** Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor. Include firm qualifications (be brief) and key personnel, telephone number, email address and contact person for all subcontractors in an appendix.	Required if Applicable
9	**Schedule** Consultant shall include a schedule of work and include primary deliverables and meetings.	Required
10	**Cost Proposal** The cost proposal shall include all labor costs, overhead costs, subconsultant costs, and an itemized list for direct expenses. Costs must be shown in a matrix format by task, showing hours per staff member and labor rates. Include all pricing information relative to the engagement on Contract Services Agreement, Exhibit "C".	Required
11	**Small and Disadvantaged Business Enterprises (SBE/DBEs)** Consultant shall include certified SBE and/or DBE firms as sub-consultants, if sub-consultants are used. The percentage required is XX%.	Required
12	**Client Reference List** Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 5 years.	Required
13	**Modification, Changes or Exceptions to the City Contract of Service Agreement Template (if applicable)** Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing in	Required if Applicable

	Contract Service Agreement, Exhibit "B". A failure to submit exceptions shall be deemed acceptance of the City's Contract terms.	
14	**Affidavit of Non-Collusion and Non-Discrimination** (download from XXXX)	Required
15	**Federal Lobbyist Requirements** (download from XXXX)	Required
16	**Debarment and Suspension Certificate** (download from XXXX)	Required
17	**Certificate of Compliance with Labor Code Section 3700** (download from XXXX)	Required if Applicable

E. QUESTIONS AND ADDENDUM

All project scope questions must be posted to XXXX by the due date listed on the cover page of this RFP. The City will coordinate responses and post them to XXXX 5 days prior to the bid deadline for all interested proposers to review.

The City's XXXX portal: [Web address]

If discrepancies or omissions are found in this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to PlanetBids no later than 3 days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	XXXX	XXXX
2	Use of XXXX	XXXX	XXXX
3	City's Purchasing Process	Norma Cervantes Assistant to the City Manager	norma.cervantes@ojai.ca.gov (805) 646-5581 ext. 100

ONLY the point of contact identified above may be contacted regarding this solicitation. No other City officers, agents, employees, or representatives have authority to respond on behalf of the City. Contact with unauthorized City personnel or elected officials during the selection process or may result in disqualification.

F. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified.

The awarded contractor and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents prior to execution of the contract.

Proposing firms should demonstrate:

- At least 3 years of experience providing owner's engineering and/or construction management services for comparable projects (or more complex projects).
- Knowledge of:
  - Public sector project delivery
  - Affordable housing funding compliance and grant compliance
- Proven ability to manage:
  - Budget controls
  - Scheduling
  - Contractor oversight

G. PROCUREMENT SCHEDULE

Anticipated Procurement Schedule		
1	RFP Release Date	**MM/DD/YYYY**
2	Deadline for Questions	**MM/DD/YYYY**
3	Proposal Due Date	**MM/DD/YYYY**
4	Evaluation/Vendor Shortlist/Interview/Selection	**MM/DD/YYYY**
5	City Council Award of Contract	**MM/DD/YYYY**
6	Contract Execution & Notice to Proceed	**MM/DD/YYYY**
7	Begin Engagement	**MM/DD/YYYY**
8	Complete Engagement	**MM/DD/YYYY**

The Anticipated Procurement Schedule dates are provided for general information. The actual dates are subject to change depending on the City's best interest.

H. OTHER REQUIREMENTS

The City's form contract is required (see Contract Service Agreement). Specific requirements are outlined in the form contract.

Prevailing Wage Required: **No**
Performance Bond Required: **Not Applicable**
Payment Bond Required: **Not Applicable**

The majority of the work as required herein must be performed by the awarded consultant. The work may not be subcontracted to another consultant unless the consultant has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

Additional Insurance Requirements (in addition to those in City's Contract Service Agreement)

I. COST PROPOSAL

Consultants must provide everything necessary at their own expense including, but not limited to labor, materials, and equipment required to perform and complete the required work.

The proposal price must include all necessary labor, materials, and fees to complete the work required by Project Scope and Specifications. Permits, licenses and fees must be obtained at the awarded Consultant's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total proposal price. Costs shall exclude travel, meals, printing, and lodging.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Consultant's cost proposal shall include hourly rates for additional work which may be authorized by the City's Contract Officer.

J. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

All proposals will be opened publicly in the Office of the City Clerk on the date and time noted on the Notice of Request for Proposals. Proposals will be considered confidential until negotiations with the consultant to be awarded the contract are complete.

Proposal documents that are submitted on time and meet the minimum requirements outlined above will be reviewed by City staff, which will make a recommendation to the City Council to either reject all proposals or award a contract. Evaluation criteria will include qualifications, experience, price, familiarity with the City, and past performance; and will be based on guidelines in the City's Municipal Code. (Ojai Municipal Code § 8-4.21).

The City may hold interviews with respondents prior to a final selection of the project contractor. Such interviews may be conducted in person or by electronic means. The City reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

No contract exists until the City Council has made the award, and the contract has been fully executed.

The City of Ojai reserves the right to reject the proposals, request additional information or take any other action considered to be in the best interests of the City of Ojai.

Specific Evaluation Criteria For Award of Contract Will Be As Follows:

Proposals will be evaluated, scored, and weighted based on demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services, and a fair and reasonable price, in accordance with Ojai Municipal Code § 8-4.21. The factors and weight attributed to each factor are as follows:

No.	DESCRIPTION	WEIGHT
1	General Qualifications and References	15%
2	Key Staff	10%
3	Project Understanding	30%
4	Project Approach and Work Plan	30%
5	Cost Proposal	15%
	Total	100%

K. INSURANCE

The selected consultant must comply with the insurance requirements detailed in the Contract Services Agreement and below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the bid. Failure to submit may result in City rejecting the bid as being materially non-responsive to this RFP.

If a consultant believes any of City's proposed insurance is not appropriate for any reason and/or the requirements warrant an adjustment, City invites submission of a written request with explanation of the same to be submitted prior to 10 days before the bid deadline. City will review the request and if appropriate, will issue an amendment to the insurance requirements as a written addendum.

Certificate of Insurance:
Shows GL, Auto, Work Comp and Professional Liability coverages with valid effective dates

General Liability: Add'l Insured and Waiver of Subrogation must be checked.
Auto Liability: Add'l Insured and Waiver of Subrogation must be checked.
Workers Compensation: Waiver of Subrogation must be checked. * - if applicable

Description of Operations:
1. City of Ojai, its elected and appointed officers, employees, volunteers and agents are additional insured on GL and Auto policies.
2. GL is Primary and Non-Contributory.
3. Waiver of Subrogation endorsement in favor of City of Ojai OR in favor of additional insured.

Certificate Holder: City of Ojai, 401 South Ventura Street, Ojai, CA 93023

Insurance Carriers: AM Best rating A- VII or Better

General Liability Provisions:
Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate

GL Endorsements:
1. City of Ojai, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Primary and Non-contributory endorsement.
3. Waiver of Subrogation endorsement in favor of City of Ojai.

Automobile Liability Provisions:
Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate

Auto Insurance Endorsements:
1. City of Ojai, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Waiver of Subrogation endorsement in favor of City of Ojai.

Worker's Compensation Provisions:
Coverage for statutory limits for workers compensation. Minimum limit of $1MM for Employer Liability.

WC Endorsements:

Waiver of Subrogation endorsement in favor of City of Ojai

PROJECT SCOPE AND SPECIFICATIONS

SCOPE OF SERVICES

Proposers must demonstrate capacity to deliver both property management and supportive services as an integrated model under a single contract. The full scope of both functions is described below. Proposers may utilize subcontractors or formal agency partnerships to strengthen service capacity, but the lead applicant is solely responsible for all contractual performance.

The successful firm shall provide, at minimum, the following services:

A. Project Administration

- Represent the City during construction
- Attend regular Project meetings on behalf of City
- Coordinate communications between all project stakeholders
- Maintain project documentation
- Maintain action item logs
- Prepare status reports and project update presentations
- Monitor consultant and contractor performance
- Provide recommendations to City staff
- Provide updates to the City Council

B. Construction Oversight

Monitor construction activities including:

- Schedule
- Budget
- Quality
- Safety coordination
- Compliance with plans and specifications
- Contractor performance
- Public impacts
- Utility coordination
- Conduct routine site visits sufficient to monitor project progress.
- Change management oversight

C. Schedule Management

Review and monitor:

- CPM schedule
- Milestones
- Recovery schedules
- Delays
- Critical path impacts
- Provide recommendations to maintain project schedule.

D. Budget Management

Review:

- Construction costs, including draw down requests via progress payment packages from the developer
- Change orders
- Allowances
- Contingencies
- Applications for payment
- Cash flow projections
- Provide independent recommendations before City approval
- Compliance with City's Development Management Agreement and State Encampment Resolution Fund (ERF) Grant

E. Contract Administration

Assist the City with:

- RFIs
- Submittals
- Change orders
- Field directives
- Claims avoidance
- Contract interpretation
- Payment applications

F. Quality Assurance

Review contractor for compliance with:

- Approved plans
- Specifications
- Building codes
- Grant funding requirements
- Grant requirements
- Coordinate with special inspectors and testing laboratories.

G. Meetings

Schedule, attend, prepare meetings agendas and minutes and facilitate as necessary:

- Weekly construction meetings
- Owner-Architect-Contractor (OAC) meetings
- Funding agency meetings
- Utility coordination meetings
- Progress meetings
- Quarterly City Council progress presentations

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H. Risk Management

Identify potential risks including:

- Schedule delays
- Budget impacts
- Claims
- Utility conflicts
- Design issues
- Constructability concerns
- Provide recommendations for mitigation.

I. Project Reporting

Provide monthly and quarterly reports including:

- Budget status
- Schedule status
- Construction progress
- Change orders
- Risks
- Pending decisions
- Safety observations

J. Project Closeout

Assist with:

- Punch lists
- Substantial completion
- Final completion
- Operations manuals
- Record drawings
- Final inspections
- Occupancy coordination

RESERVATION OF RIGHTS

The City of Ojai reserves the right to:

- Reject any or all proposals
- Waive minor irregularities
- Negotiate terms with the selected vendor
- Cancel this RFP at any time

CONTACT INFORMATION

Norma Cervantes
norma.cervantes@ojai.ca.gov

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **August 11, 2026**

SUBJECT: **City of Ojai Policy for Commemorative Naming and Donations (*City Council Direction*)**

RECOMMENDATION
Approve proposed Policy for Commemorative Naming and Donations.

DISCUSSION
The City has a number of projects pending that may be appropriate for solicitation or receipt of financial contributions from local businesses, community organizations, and residents. The City desires to maximize the opportunity to seek such contributions. In doing so, the City Manager recommends establishment of a policy to recognize contributions through a variety of means to include facility naming rights for the most significant contributions to commemorative plaques and monuments for other types of contributions. The proposed policy also contemplates the potential to name facilities after and recognize the non-monetary contributions from community members who provide significant contributions to the City and community at large.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 8 - Financial Stability

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

FISCAL IMPACT
Having a documented policy for naming of facilities and programs and accepting donations will help facilitate the City's efforts to obtain additional financial support for City projects and programs. The exact fiscal impact is unknown, but it is anticipated that any amounts received will offset the cost to the City of accepting such contributions.

Prepared by: Bethany Burgess, City Attorney

ATTACHMENT(S)
A. Proposed City of Ojai Policy for Commemorative Naming and Donations

CITY OF OJAI
POLICY FOR COMMEMORATIVE NAMING
AND DONATIONS

I. Purpose

The purpose of this policy is to establish the procedures and criteria for consideration of requests to name city facilities and programs. This policy also establishes a process for evaluating when it is appropriate for the City to accept donations of money, tangible personal property, and other donations from community members and other donors.

II. Naming of Facilities; Other Recognition of Contributions

A. Policy Statement

1. The City of Ojai is a unique place with strong community engagement and civic participation by the City's municipal government, other public agencies within the City and the Ojai Valley, community organizations and businesses, and community residents. The City desires to establish a formal policy to allow the City to better recognize the contributions from the community, including the naming of City facilities, and other ways of recognizing and commemorating such contributions. Contributions subject to recognition under this policy may include donations of money, donations of tangible personal property, in-kind contributions, volunteer service, or other significant contributions to the City or the Ojai community.

2. The City Council will have the exclusive authority to determine which City facilities, spaces, or features are eligible for naming or other commemorative recognition under this policy. The City will retain ownership of all named property and the approval of naming rights under this policy is not intended to imply any endorsement of the persons or organizations recognized under this policy.

3. Naming rights for special purpose facilities and programs may be reserved for individuals or organizations who have had a significant impact or contribution to that facility or program. For example, naming rights for a facility or program dedicated to the arts may be based on an individual or organization's contribution to the arts or artistic programming at that facility.

B. Facilities

1. For purposes of this Policy, "facility" or "facilities" shall mean and include all City-owned capital improvements, including, but not limited to City buildings, parks, trails, playgrounds, sports fields, streets, or portions of any of such buildings, parks, and streets.

2. Facility naming rights will generally be reserved for individuals who provide a significant financial contribution to the cost of constructing a new facility or the cost of renovating an existing facility. The level of contribution required to obtain a facility naming right shall be determined by the City Council on a project-by-project basis.

3. At the discretion of the City Council, facilities may also be named after individuals who have consistently provided other significant contributions to the community over time such as community and civic leaders and volunteers.

4. In determining whether to approve the naming of a facility, the City Council shall consider the following:

a. The magnitude and significance of the proposed contribution;

b. The extent to which the contribution directly supports construction, renovation, operation, or programming associated with the facility;

c. The individual's or organization's service to the City or community;

d. Historical significance;

e. Community support; and

f. Any other factors deemed relevant by the City Council.

5. Except in very unusual circumstances, no facility will be named after any current City employee or official or for a period of at least five (5) years after the retirement or other departure of an employee or at least five (5) years after an official leaves office.

6. The City shall comply with the requirements of Government Code § 34092 with respect to the naming of any street, boulevard, park, or place and will forward the Resolution providing any renaming of such facilities to the Board of Supervisors of the County of Ventura.

7. Facilities naming rights will typically be granted for the useful life of the facility unless otherwise provided in a Naming Rights Agreement. In the event the City determines it is necessary to perform a major capital project on a facility that is subject to a Naming Rights Agreement, the City will provide the named individual, or their successors in interest, the first opportunity to contribute to the cost of such capital project and, depending on the amount of the contribution, retain the naming rights for that facility. In the event the named individual is not able or willing to contribute to the cost of such capital project, the City Council shall reserve the right to terminate the Naming Rights Agreement and grant future naming rights to financial supporters for the project.

C. Commemorative Plaques, Monuments, and Signs; Design

1. In addition to establishing naming rights for all or a portion of a facility as described in this policy, the City Council may provide opportunities for public recognition of contributions to City facilities through installation of commemorative plaques, monuments, and signage, along with other means of recognizing such contributions. Such commemorative plaques, monuments, and signage will be authorized in the sole discretion of the City

2. Where the City Council establishes a formal campaign for donations or community contributions to a City project or facility, the City Council will identify the manner and type of recognition based on different funding or contribution levels before it begins solicitation of donations or contributions.

3. The City reserves the right to approve the type, design, size, font, wording, location, and other similar elements of any commemorative signs, plaques, or monuments authorized under this Policy.

E. Naming Rights Agreement

All approved naming rights for facilities and ongoing programs approved by the City shall be documented in a formal agreement, which includes:

1. The name to be displayed.

2. The duration of recognition.

3. Financial terms and contribution details.

4. The location, size, and design of signage, if applicable.

5. Conditions for renewal or revocation.

6. Information regarding the proposed public communication plan.

7. The ability of the City to cover or remove signage for a limited period of time where the City has a legal obligation or operational need to do so.

A Naming Rights Agreement will not be required for commemorative plaques, monuments, and signs that are approved for tangible personal property or for temporary or seasonal naming rights for City programs.

F. Approval and Duration of Naming Rights and other Commemorative Recognition

1. Naming of facilities and the Naming Rights Agreement will be approved by City Council by Resolution.

2. Naming rights for parks and other City recreational facilities and programs will first be considered by the City's Parks and Recreation Commission.

3. The duration of naming rights under this policy will generally be based on the life of the asset or program, the value of the contribution, and the duration of the contribution.

4. Where a program or facility is named based on something other than a financial contribution, the City reserves the right to change the naming of the facility based on any reasonable factor.

G. Right to Deny or Withdraw Naming Rights

1. The City will not grant naming rights to and may withdraw naming rights or other recognition from individuals or entities where the City Council determines that the naming rights are inconsistent with City or community values, or if the continued recognition would expose the City to reputational, legal, or operational harm.

2. The City will not grant naming rights to political organizations of any political party, due to the appearance of impropriety that such naming rights may have and the chilling effect it may have on members of the community.

3. Naming rights and other recognition may be withdrawn if the named party's reputation is significantly compromised, if the named party engaged in conduct that the City Council determines substantially undermines the purposes of the recognition, the promised contribution or any other term of a Naming Rights Agreement is breached by the named party, or the facility or program is decommissioned, repurposed, or otherwise terminated.

4 The City may avoid names that are cumbersome, profane, discriminatory, or derogatory; names that would result in the overt commercialization of City facilities unless in conjunction with a substantial financial contribution for construction or project costs; names that cause confusion due to duplication or that sound too similar to existing named locations within the City or surrounding areas; or names of businesses whose business is substantially derived from the sale of tobacco, firearms, pornography, products or services illegal in the state of California, or other products and services considered unsuitable or inappropriate.

III. Donations

A. Definitions

For purposes of this policy, the following terms shall have the following meanings:

1. A "donation" is a voluntary gift of money, property, goods, or services made to the City without the expectation of receiving compensation or any consideration in return, including an in-kind donation.

2 An "in-kind donation" is a non-cash contribution of goods, services, or volunteer labor.

B. Evaluation Criteria

Each proposed donation shall be evaluated based on: alignment with City priorities and the benefit to the City and community from the donation; financial and operational impacts to the City; aesthetic and safety considerations; legal title or authority to provide the donation; maintenance and long-term obligations associated with the donation; ethical implications, including evaluation of conflicts of interest, of accepting a donation; compliance with applicable regulations and community standards; the associated costs or obligations associated with the donation, if any; potential liability to the City of accepting the donation.

C. Procedures

1. Except where a donation is made as part of a formal fundraising campaign, prior to making a donation valued in excess of $1,000, the donor shall complete a donation application and submit the application to the City Manager. The City Manager and relevant City department(s) will review the application to determine if it is consistent with this policy. Incomplete applications will be returned to the applicant.

2. The City Manager may accept donations of unrestricted cash or tangible personal property if the donation is in compliance with this policy and also complies with applicable state and local laws pertaining to gifts and donations. Gifts in excess of the City Manager's signature authority shall be submitted to the City Council for approval.

3. Donations or gifts of real property and donations of restricted funds or other items shall be submitted to the City Council for approval.

4. The City will not provide a valuation of a donation for tax purposes, but may acknowledge receipt of a donation and all valuation will be by the donor. The City Manager will work with the donor to complete any necessary tax paperwork.

D. Right to Reject

1. The City reserves the right to reject or refuse any donation. Additionally, the City shall reject donations that conflict with City values or policies; imply endorsement of a product, service, or viewpoint; place an undue burden on City resources; create an actual or perceived conflict of interest; or create an unacceptable risk of liability to the City.

E. Recognition of Donations

1. The City may recognize donors through issuance of thank you letters, certificates of appreciation, public acknowledgement at City events or meetings, printed recognition at City events, website or social media mentions, or other appropriate methods of recognition.

2. All recognition must be tasteful and consistent with City branding, avoid language implying endorsement, and be approved by the City Manager or his or her designee.

3. Recognition involving naming rights or similar other commemorative recognition shall be in accordance with Section II of this Policy.

4. Tiered recognition levels (e.g., Bronze, Silver, Gold) may be offered for donations in the form of a sponsorship of City events or programs in accordance with the parameters established by the City Council as part of a formal fundraising campaign established under Section II of this Policy.

5. Recognition under this Policy does not create a property right, vested right, or contractual entitlement except as expressly provided in a written agreement approved by the City.

IV. Review and Policy Maintenance

This policy shall be reviewed biennially by the City Manager's Office and may be amended by the City Council as necessary to remain current and appropriate.

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**
Lucas Seibert, Community Development Director

MEETING DATE: **August 11, 2026**

SUBJECT: **Furnished by Owner and Installed by Owner (FOIO) Items | Ojai Permanent Supportive Housing Project (OPSHP) 611 South Montgomery Street (*Operational Need*)**

RECOMMENDATION

1. Review the Permanent Supportive Housing Project Furnished by Owner and Installed by Owner (FOIO) items list.
2. Authorize staff to proceed with solicitation of donations for items included on the FOIO List.

DISCUSSION

At the September 30, 2025 Special City Council Meeting, DignityMoves provided an informational presentation regarding the Ojai Permanent Supportive Housing project (the project) documents, with the City Council asking clarifying questions and offering feedback on the project documents prior to DignityMoves' finalizing the design for bidding. During this informational presentation, discussion took place regarding items for the project that are to be furnished and installed by the owner (the City of Ojai). The City Council requested that a so-called "FOIO List" (Furnished by Owner and Installed by Owner List) be returned to the City Council at a future meeting. This FOIO List was brought back to City Council for discussion at the December 9, 2025, City Council meeting.

As discussed previously with the City Council, the acronym FOIO includes items and materials, equipment, furnishings, or systems a project owner purchases both directly and installs independently of the contractor's scope. These items are excluded from the construction contract price and builder warranties and are delivered and installed by the owner or the owner's vendors after the contractor completes required infrastructure. FOIO items are commonly used in public, nonprofit, or supportive housing projects for furniture, appliances, security systems, technology, and program-specific equipment, allowing owners to control procurement standards, reduce markup costs, or use specialized vendors who currently provide similar services to the agency.

The FOIO classification primarily impacts project coordination. Contractors must plan for rough-ins, schedule access, and avoid delays, while owners must deliver items on time and ensure their installers comply with site safety. FOIO decisions can affect project

sequencing, warranty coverage, risk allocation, and closeout timing. When properly defined in early documents FOIO classifications support clearer roles, reduce change orders, and help ensure both contractor and owner obligations are fully understood.

To support the procurement of FOIO items and to foster community involvement, the City recommends development of a City Permanent Supportive Housing Donations platform to celebrate efforts of individuals, groups, and organizations interested in contributing to the project. City staff proposes that any donations received related to this effort would be managed in accordance with the City's Policy for Commemorative Naming and Donations, once approved. This means that the City Manager may accept donations up to the amount authorized in the policy with gifts in excess of that amount requiring City Council approval unless the Council provides otherwise. City staff recommends that this be treated as a formal fundraising campaign and that donations of items included on the FOIO List be allowed without submission of an application, regardless of dollar amount, as contemplated by Section III.C.1., of the policy.

The policy ensures that donor celebration and recognition are consistent with community values, avoid commercial advertising, and protect the visual integrity of public spaces. All donations must be reviewed and approved by the City Manager or designee prior to installation. In the event City staff determines it is appropriate to recognize donations through plaques or other more formal recognition, staff will return to City Council for approval of such recognition in advance.

Overall, the policy promotes transparency and ensures donor recognition is tasteful, equitable, and compatible with the long-term stewardship of the project.

The FOIO List is included as Attachment A.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 1 - Affordable Housing

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

FISCAL IMPACT

There is no fiscal impact associated with this action at this time. While FOIO items are necessary for the completion of the project, the intent is to secure funding through donations from individuals, foundations, and community organizations. Any items not received through donations will be funded through the City's General Fund. Those items and impacts to the General Fund will be reviewed and identified after donations have been received.

Prepared by: Ben Harvey, City Manager

ATTACHMENT(S)
A. FOIO List

Attachment A

Ojai Permanent Supportive Housing Project
Furnished By Owner, Installed By Owner List
Updated December 4, 2025

1. Solar Panels (one variation to consider, it was suggested to maximize area of panels)
2. EV Chargers
3. Desk/closet, chair, bed, nightstand in the units
4. Gathering space tables and chairs
5. Office desks, chairs, shelving, casework, soft seating
6. In-unit appliances (mini-fridge, microwave)
7. Washing Machines (rough-in by GC)
8. Dryers (rough-in by GC, provision for dryer vent)
9. Shelving throughout the project
10. Countertop appliances in Gathering Space, coffee maker, microwave other
11. Dishes, cutlery, dish rack and other supplies for Gathering Space
12. Window Coverings (curtains and rods)
13. Site furnishings- chairs, benches and tables
14. Floor coverings (rugs, bath mats, etc)
15. Welcome mats at each unit entry
16. Linens and pillows- soft furnishings
17. Room decor, art, etc.
18. Desk and nightstand lamps
19. Security system
20. Barbeque
21. Umbrellas with base
22. Mailboxes
23. Signage
24. All networking, low voltage cabling, panels and associated equipment.
25. Pantry Freezer
26. Pantry Refrigerator
27. Gathering Space dishwashers
28. Some landscape scope
29. Decorative light fixtures
30. Bike racks
31. Bathroom mirrors, accessories
32. Other possible donor support for: a) Ojai Valley Sanitary Sewer Capacity and Connection fees b) Casitas Water Connection fees c) SCE Connection fees d) Other permit fees ie City of Ojai or Ventura County Fire

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**

MEETING DATE: **August 11, 2026**

SUBJECT: **Professional Services Agreement with the Ojai Valley Chamber of Commerce**

RECOMMENDATION

Approve the FY 2026-27 Professional Services Agreement (PSA) between the City of Ojai and the Ojai Valley Chamber of Commerce for business development, economic consultancy, and community-focused event management services.

DISCUSSION

The City of Ojai entered into a Professional Services Agreement (PSA) with the Ojai Valley Chamber of Commerce July 1, 2025 to pilot a short-term, three-month program focused on business development, tourism management, and economic support initiatives. The Chamber's deliverables were incorporated as in that agreement, outlining targeted business recruitment, event support, and community outreach activities. City Council approved the amendment to the original agreement through June 30, 2026 on September 16, 2025.

Staff worked with the Chamber to update and expand the Scope of Work for FY26-27 to reflect Council priorities, community feedback, and the measurable needs observed during the pilot period. The proposed agreement (Exhibit A) continues and broadens the partnership, establishing a full fiscal-year scope and deliverables. The Agreement includes a not-to-exceed amount of $114,000 and will have a term ending July 1, 2027.

SUMMARY OF CHANGES FROM THE PREVIOUS AGREEMENT

1. Full Fiscal Year Term

The FY25-26 agreement covered **July 1–September 30, 2025**. The proposed FY26-27 PSA now sets a **full-year term (July 1, 2026 – June 30, 2027)** for continuity and expanded service delivery.

2. Updated and Expanded Scope of Work

The FY26-27 Scope of Work significantly expands City-requested tasks in the following areas:

3. Business Development & Economic Diversification

- Expanded business-sector seminar schedule (e.g., cybersecurity, estate planning, senior tech, creative economy workshops).
- Increased consulting support for individual businesses and business districts, including Bryant Circle, Arcade Plaza, Fulton Street, Pirie Road, and Vons Shopping Plaza.

4. New Business Applicant Support

- More robust ombudsman services for new businesses, including review of CUP/TUP applications, assistance navigating City processes, and applying City zoning and permit standards earlier in the applicant's process.

5. Support for City-Directed Consultants

- FY26-27 adds formal responsibilities to support City-retained consultants working on diversification strategies, including HDL Companies.

6. Increased Event Management Responsibilities

The FY25-26 agreement included management of three City events. The FY26-27 agreement increases Chamber responsibilities to:

- **Seven established City events** (e.g., Ojai Pixie Festival, Holiday Stroll, Ojai Lavender Festival).
- **Four new mid-week and community-balanced events** (e.g., "Hot Summer Night," "Vintage Ojai," "Night Riders," "Harvest Week Wine Walk

7. Expanded Visitor Engagement & Marketing Services

New FY26-27 responsibilities include:

- Development of a tri-fold brochure and coordinated QR-code program.
- Website improvements to better connect visitor dollars with local businesses.
- Enhanced collaboration with travel writers and influencers.

8. Workforce Housing Support

FY26-27 adds participation in exploring workforce housing strategies and updates to City staff on local employer needs.

9. Reporting and Transparency Enhancements

The new agreement establishes:

- Bi-monthly public reporting requirements to the City Manager.
- Council-meeting presentations at the City Manager's request.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 6 - Diversifying Ecomony/Tourism Management

OPTIONS

1. Take no action; or
2. Provide alternative direction.

FISCAL IMPACT

The recommended agreement with Ojai Valley Chamber of Commerce for a not-to exceed amount of $114,000 was included in the adopted fiscal year 26-27 non-departmental budget.

The Chamber of Commerce will bill the City bi-monthly for professional services in the amount of $4750.00

Prepared by:

ATTACHMENT(S)

A. Proposed FY26-27 Chamber PSA and Scope of Work

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF OJAI

and

OJAI VALLEY CHAMBER OF COMMERCE

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF OJAI AND

OJAI VALLEY CHAMBER OF COMMERCE

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 11th day of August, 2026 ("Effective Date") by and between the CITY OF OJAI, a California municipal corporation ("City") and Ojai Valley Chamber of Commerce, Non-Profit Corporation – CA – Mutal Benefit ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought the performance of the services defined and described in Article 1 of this Agreement, as a sole source partnership with the Ojai Valley Chamber of Commerce for business development and economic consultancy services.

B. Consultant, following submission of a proposal and negotiation of the new Scope of Work, was selected by the City to perform those services.

C. Pursuant to the City of Ojai Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference, which may be referred to herein as the "services" or "work." As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all of the services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials provided in the course of performing the services will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean

those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

The Consultant shall provide the services set forth in Exhibit "A" (Scope of Services), including but not limited to:

- Conducting business sector and community resource seminars
- Delivering consulting support to individual businesses and business zones
- Supporting new business applicants and ombudsman services
- Managing and promoting conferences/meeting spaces
- Developing signage/kiosk marketing plans
- Organizing and managing City events
- Facilitating discussions regarding signage and business support
- Promoting local productions and performances
- Developing welcome programs for new residents
- Managing tourism and balancing local and visitor needs
- Providing regular public reports and status updates to the City Manager (See Exhibit "A" for full details)

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction over the services at the time they are rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense all licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Unless otherwise provided herein, Consultant shall have the sole obligation to pay any and all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents

of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 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 costs 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 or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Administrator. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time-consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Administrator.

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments,

prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Business License Compliance

Consultant shall ensure full compliance with the City of Ojai Municipal Code throughout the performance of all services under this Agreement. Consultant shall confirm that any business or business owner contacted, supported, advised, or otherwise engaged through Consultant's activities holds a current and active City of Ojai business tax license, as required by the Ojai Municipal Code. Consultant shall verify licensure status prior to providing business-development assistance and shall direct any business lacking proper licensure to obtain a valid City business tax license before receiving continued support. Consultant shall provide confirmation of such license checks to the City upon request. City will provide Consultant with a "New Business" log at the start of each month for visibility of new business in the City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred and Fourteen Thousand Dollars and Zero Cents ($114,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.6

2.2 Method of Compensation.

Compensation for services under this Agreement shall be payable in twenty-four (24) bi-monthly installments over the term of the Agreement, unless otherwise modified in the Schedule of Compensation or by written amendment.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub-tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Administrator in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services.

If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Consultant shall submit to City invoices for professional services pursuant to this Agreement on the fifteenth (15th) and thirtieth (30th) of each month during the term of the Agreement. Each invoice must be in a form satisfactory to the City Manager or their designee.

By submitting an invoice, Consultant certifies compliance with all provisions of this Agreement. Consultant shall maintain an accurate log of all services delivered, time expended, and costs incurred, and City shall be entitled to inspect such records upon request.

Each invoice shall detail charges for all necessary and actual expenses by the following categories:

- travel,
- advertising/promotional cosrts,
- materials,
- equipment,
- supplies, and
- sub-contractor contracts (itemized by the same categories).

Consultant shall not invoice City for any duplicate services performed by more than one person. City shall independently review each invoice to determine compliance with this Agreement. City agrees to pay the amount due on any correct and undisputed invoice within fourteen (14) days after City receives it in a form satisfactory to the City Manager or their designee. Consultant acknowledges that City cannot guarantee payment within this period due to its warrant-run procedures.

If any charges or expenses are disputed, City shall return the invoice to Consultant for correction and resubmission. Review or payment by City shall not constitute a waiver of any rights or remedies under this Agreement or applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Force Majeure.

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 nature 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 June 30, 2026 and shall continue in full force and effect until completion of the services on July 1, 2027, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Carla Farrante di Ruffano	Chief Executive Officer
(Name)	(Title)
Victoria Adam	Boad of Directors, OVCC
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, 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, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Administrator.

The Contract Administrator shall be Ben Harvey, City Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Administrator. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval by the Contract Administrator. The Contract Administrator shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 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 herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor 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. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative

basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 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) 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 automobile.

(d) Reserved.

(e) Reserved.

(f) 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 include all of the requirements stated herein.

(g) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) 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. Moreover, 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 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 endorsements 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.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> **Consultant Initials**

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's

insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities 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 the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims

arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that 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 indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

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 Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors 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. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. 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. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by

Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

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 as the Contract Administrator shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to 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 City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. 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.

6.4 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 City without prior written authorization from the Contract Administrator.

(b) Consultant, its officers, employees, agents or subcontractors, 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 City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors 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 there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 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, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. 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, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and 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 ten (10) days, but may be extended, though not reduced, 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. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices

during the period of default. If Consultant does not cure the default within the allotted timeframe or if the default reoccurs, 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 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. 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.

7.5 Rights and Remedies are Cumulative.

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.

7.6 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 a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement 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, except as provided in Section 7.3. 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. 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.

7.8 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.

7.9 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 may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 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.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Administrator. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 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 insure 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.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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, CA 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.

9.2 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.

9.3 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.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. 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. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in 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 phrases, sentences, clauses, paragraphs, or sections 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.

9.6 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 "non-interests" pursuant to Government Code §§ 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 _____

9.7 Incorporation of Recitals.

The recitals set forth above are incorporated herein by reference to the same extent as if fully restated in this Agreement.

9.8 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:

_____

By:_____
Name: Carla Farrante di Ruffano
Title: Chief Executive Officer

By:_____
Name:
Title:
Address:_____
_____
_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ 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

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ 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

EXHIBIT "A"
SCOPE OF SERVICES

Referencing Goal 6C- Diversifying Economy & Managing Tourism

Goal 6C(i) Diversifying Economy

(a) Conduct regular business sector and community resource seminars to support existing local businesses and enrich residential life.

1. Finalize scheduled Q1 business sector seminars, including but not limited to:
   i. "Leaving a Lasting Legacy; Charitable Estate Planning Seminar" (August 19, 2026);
   ii. "Cybersecurity for Small Businesses" (September 2, 2026);
   iii. "Family Businesses: Planning for Generations" & "Medicare 101" (Sept. 22, 2026);
   iv. "iPhone Tech for Seniors" (September 29, 2026);
   v. "Creative Economy: Create Your On-Line Studio" (October 13, 2026); and
   vi. "Seasons of Life Service Providers: Ojai's Death & Dying Collaborative" (Sept. 22, 2026);
   vii. "Meditation for Seniors" (October 1, 2026); and
   viii. "Fire Insurance for Your Businesses" (October 3 2026).

2. Develop additional business sector and community resource seminars for each Quarter in collaboration with residents, businesses and City staff, e.g. canine services, student extracurricular/service hour offerings, alternative healthy lifestyles, including:

   i. Business Economic Forum (January 2027)
   ii. Creative Economy Workshop (March 2027)

3. Draft and publish press releases, articles and similar sector seminar linkages to further support diversified sectors and enrich residential life.

(b) Deliver consulting support to individual businesses and by business zones to address their unique challenges, and to shore up critical services and sectors.

1. Continue to meet with individual business owners to identify their individual challenges and needs, including but not limited to CUPs, TUPs, signage, foot traffic, staff turnover and housing, seasonality of profits. Determine relevant Chamber programs and local resources to support same. Report discussion points to City staff as appropriate.

2. Continue to meet with local business owners to identify their specific zone challenges and needs, including but not limited to Bryant Circle, the Arcade and Arcade Plaza District, Fulton Street, Pirie Road complexes, Vons Shopping Plaza, and similar. Note rent issues, open leases, trash, parking, marketing, signage and similar concerns. Report discussion points to City staff after each event, and jointly prioritize relevant action points.

3. Initiate events along the Matilija corridor of the Arcade and in the Bryant Street corridor and to draw foot traffic to businesses and improve event accessibility for residents in those zones.

4. Continue to link local businesses to City resources by distributing fliers, highlighting fliers in Chamber newsletters, and referencing resources in presentations and individual business consults, including but not limited to the MyOjai app to report concerns impacting businesses and their customers and the A-Frame Signage FAQ.

5. Solicit action points from City staff for additional progress.

(c) Continue to serve as a resource for the City to assist consultants as identified by the City with the planning and implementation of economic diversification strategies and programs.

1. Continue to provide input from local businesses to consultants including HDL Companies regarding potential diversification concepts and current challenges for local businesses by sector and by zone.

2. Facilitate access and networking between local businesses and consultants.

3. Meet regularly with consultants and City staff to determine and update diversification priorities.

4. Solicit feedback from local businesses in regard to progress over fiscal year 2026-2027.

(d) Continue to serve as a resource to support new business applicants.

1. Pro-actively contact new business applicants.

Assess proposed business development concepts, applications for business permits, CUPs, TUPS, and similar. Provide recommendations to applicants, including input on traffic, parking, dark night ordinances and similar, prior to business applicant's submittal to City in furtherance of City ordinances and zoning requirements.

2. Serve as ombudsman throughout the permit application, review and licensing process.

3. Assist new businesses regarding community engagement and service, press releases, networking and related City events.

4. Track metrics from initial inquiry to completion or abandonment.

5. Conduct survey of applicants engaged in prior fiscal year 2025-2026 to inform City staff for process improvement planning.

(e) Continue consulting and ombudsman service for development concepts presently underway in order to provide increased economic diversity, namely:

1. "Workspace/IT Tech Incubator"
Offers IT tech skills development and community for entrepreneurs, businesses and local youth.

2. "Meadery Tasting Room"
Offers new experience-based business for culinary tourism sector.

3. "Community Village Container Park"
Offers community village activity space targeting youth/seniors, low-cost retail space for artists, home-based entrepreneurs, and event space for dance and performing arts.

4. "Tiny Homes By & For Ojai"
Offers flexible housing option with artistic flair to stimulate construction sector while contributing to solutions for affordable workforce housing and housing for disadvantaged.

(f) Contribute to development of programs to address need for affordable workforce housing

1. Continue to assess workforce status of individual businesses, and provide update reports to City staff.

Continue to explore options for workforce housing programs together with local employers. Present optional programs to City for continued research and program development.

2. Continue to explore use of tiny homes and ADUs as an alternate means to provide incremental workforce housing while supporting new local construction sector.

(g) Continue identification and recruitment of new businesses in order to reduce existing

commercial space vacancies and to enrich residential life.

1. Continue to research and recruit possible tenants for 417 Bryant Circle professional services commercial property and former Suzanne's Restaurant location.

2. Solicit business and community leaders, Council members and City staff's recommendations each month for potential new business targets to research, vet with realtors, and prioritize into recruitment initiative.

(h) Development support for conferences/meeting space bookings and activities as support for existing businesses and new sector.

1. Continue to manage Ojai Women's Club business and event meeting space, including rental tours, calls, applications, contracts, calendar, billing and accounting. Both Chamber staff conduct bilingual rental tours and provide customer support in Spanish.

2. Chamber continues to identify, catalogue and promote conference/meeting space inventory, related event rentals businesses, and local business resources for group activities (e.g. team building hikes) throughout City.

3. Provide consulting to local businesses to refresh their conference/meeting offering and marketing, including customized business-to-business forums

4. Develop Chamber promotional pieces targeting mid-week corporate events and customer profiles/events which do not overly add to traffic or weekend tourism.

5. Continue to issue press releases to conference organizers, Amgen, similar off-site corporate clients.

(i) Assist efforts to address existing business signage in collaboration with City staff, and potential proposed new signage ordinance if so determined by City Council.

(j) Design and organize events supporting the local Creative Economy in partnership with Ojai arts organizations and schools.

1. Continue to promote local productions and performances in Chamber newsletters.

2. Continue to integrate performance opportunities for local artists in Chamber organized events.

3. Continue to support Ojai performing arts leaders and organizations with the development and marketing of "Ojai's Got Talent" (Spring 2027), a first-annual event to spotlight local youth talent in public and private schools as well as adult talent.

4. Develop and organize the Creative Economy Workshop March, 2027.

5. Continue to integrate opportunities for additional performance and arts classes, productions, art exhibits and displays into the development concept for the Community Village Mixed Usage Container Project.

6. Continue to research long-term opportunities for a local arts complex.

(k) Continue development of the Welcome Doorknob Piece and Fulfillment Welcome Bag for New Residents, in partnership with Ojai Valley Association of Realtors.

1. Solicit participation from local realtors and local businesses with Chamber staff promoting the opportunity to local businesses through newsletters, fliers and direct calls.

2. Recruit local businesses to provide welcome basket products or offers in (10) item increments throughout the life of the program, non-profits and clubs print materials regarding their offerings for enrichment of residential life.

3. Emphasize resources available for new businesses, home businesses, building permits and fire resilience resources.

4. Collaborate with Ojai Valley Association of Realtors to measure fulfillment metrics and business-related support metrics.

Goal 6C(ii) Managing Tourism

(a) Continued interface with local businesses and residents to assess impact of tourism on daily business operations and resident life, support statistical analysis and surveys, and convey local business input to City staff, including continuing efforts regarding:

1. Bryant Street and east end businesses' support for linked trolley route;
2. Dialogue regarding A-Frame signage in the Arcade Plaza area;
3. Signage in pedestrian corridors reminding visitors Ojai is designated smoke-free;
4. Improved signage to public restrooms; and
5. Integrating additional opportunities for local musicians and artists in support of Ojai's Creative Economy.

(b) Develop and operate (4) new, additional City events focused on balancing attendance by local residents with tourism, namely:

1. "Hot Summer Night" (July 24, 2026),

- spotlights Bower's Garage, Bryant St. businesses and local car enthusiasts;

2. "Vintage Ojai" (September 19, 2026);
   - spotlights local thrift stores and home-based craft entrepreneurs;
3. " Night Riders (October 23, 2026), celebrating Ojai's bicycling lifestyle
4. "Harvest Week Wine Walk" fall date to be determined.
   - spotlights Ojai's unique wine sector.

i. Provide event and logistical planning related to local businesses, clubs, non-profit organizations and vendors, including but not limited to all vendor communications, applications, review for local Ojai content, vendor payments, certificates of insurance, local business permits, set-up, vendor removal and clean-up.

ii. Produce and manage all branding, marketing, promotion and publicity for the established City events, including but not limited to entertainment recruiting and contracting, with emphasis on local Ojai talent, press releases, graphic design of event fliers, design of social media content, regular social media and event calendar postings, and local promotional campaigns.

iii. Provide event supervision with Chamber staff on-site at the event during load-in, set-up, event hours and break-down, ensuring readiness to respond to emergencies, public works issues, and similar. Event hours are typically 10am to 4pm for vendors, 8am to 6 pm for Chamber staff.

iv. Coordinate events with City Parks & Recreation Department, Public Works and similar as needed.

v. Review parking plan(s) and advance communications to attendees and community.

vi. Place notices and promotions as needed in local community forums, including advertisements in the local newspaper, the Ojai Valley News.

(c) Organize and manage seven (7) established City events, namely:

1. Ojai Local Musicians (September 5, 2026);
2. Holiday Lights in Libbey/Downtown Lighting Celebration - In partnership with Ojai Public Works (November 21, 2026);
3. Holiday Stroll & Faire (December 5, 2026);
4. Winter Wine Walk (February 27, 2027);
5. Ojai Pixie Celebration (April, 2027); date to be determined pending harvest
6. Tails, Trails & Puppy Love (April 17, 2027); and
7. Ojai Lavender Festival (June 19, 2027).

i. Provide event and logistical planning related to local businesses, clubs, non-profit organizations and vendors, including but not limited to all vendor communications, applications, review for local Ojai content, vendor payments, certificates of insurance, local business permits, set-up, vendor removal and clean-up.

ii. Produce and manage all branding, marketing, promotion and publicity for the established City events, including but not limited to entertainment recruiting and contracting, with emphasis on local Ojai talent, press releases, graphic design of event logos, graphic design of event fliers, design of social media content, regular social media and event calendar postings, and local promotional campaigns.

iii. Provide event supervision with Chamber staff on-site at the event during load-in, set-up, event hours and break-down, ensuring readiness to respond to emergencies, public works issues, and similar. Event hours are typically 10am to 4pm for vendors, 8am to 6 pm for Chamber staff.

iv. Coordinate events with City Parks & Recreation Department, Public Works and similar as needed.

v. Review parking plans and advance communications to attendees and community.

vi. Place notices and promotions as needed in local community forums, including advertisements as needed in the local newspaper, the Ojai Valley News.

(d) Build collective marketing and advertising opportunities for signature Ojai events, including but not limited to Ojai Wine Festival, Taste of Ojai, Art in the Park, Ojai Day and similar.

1. Assess current marketing and advertising spend and reach.

2. Determine options for collective marketing and advertising to reduce individual expenditures while increasing the profitability of each event.

3. Explore tickets/stay bundles to reduce car traffic over signature event weekends.

(e) Interface with requests by travel writers and influencers to impact interest in Ojai.

1. Respond to requests from travel writers, bloggers, wine influencers and similar requesting contact with local businesses.

2. Provide support to local businesses to assist them in limiting the number of complimentary stays and meals requested by travel writers and similar to preserve Ojai's cache and the profitability of local businesses.

(f) Develop new tri-fold brochure/map/window sticker with linked QR code program. to inform visitors of calendar of events, enable them to explore all local businesses, interest them in investing locally, and direct visitor traffic.

1. Design tri-fold brochure including map, business directory and QR code.

2. Design sticker with QR code replicated for concierge stands, window stickers and signage frames.

3. Design QR code to link with Chamber website landing page, as detailed below in (g).

4. Distribute tri-fold brochure with map to businesses and hotels on regular basis.

(g) Develop improved utility for "OjaiValleyChamber.com" website with visitor-based subpages to connect visitor spend with local businesses.

1. Develop and regularly refresh QR code landing page and specific search tools to capture visitors' potential and regularly update Chamber website landing page to reflect updated calendar of events, business directory, linkage to commercial and real estate listings, linkage to City trolley and parking information, and visitor interest summaries, including but not limited to activities and experiences, kid-friendly activities, meeting and wedding venues, dog-friendly businesses and similar

2. Continue to analyze visitor profiles and visitor platforms for like-cities challenged by traffic and local residents' concerns.

3. Develop improvement plans and build in appropriate measurement analytics.

4. Integrate suggestions from HDL Companies and consultants as identified by City, and design linkages to City web-based resources.

EXHIBIT "B"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	Bi-Monthly Rate	TIME	SUB-BUDGET
A.	**$4750.00**	**FY25-26**	**N/A**

II. N/A.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all materials and equipment are properly charged to the Services.

B. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

C. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $114,000.00 annually as provided in Section 2.1 of this Agreement.

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**
Bridget Mara, Administrative Analyst I

MEETING DATE: **August 11, 2026**

SUBJECT: **Amendment No. 3 to Secural Security Corporation Agreement – Contract Extension and Not-to-Exceed Increase**

RECOMMENDATION

Approve Amendment No. 3 to the agreement for contract services with Secural Security Corporation, revising the contract's not-to-exceed (NTE) amount to $767,000 and extending the termination date to June 30, 2027.

DISCUSSION

The City of Ojai entered into an agreement for contract services with Secural Security Corporation on July 1, 2024, under the City Manager's not-to-exceed (NTE) spending authority, to provide security services at the Kent Hall Parking Lot/Unhoused Encampment (Ojai Tent Town/OTT) located at 111 West Santa Ana Street, Ojai, CA. The agreement has been amended twice. Amendment No. 1 to the Agreement was entered into on August 27, 2024 to extend the termination date to February 28, 2025 and increase the not to exceed amount to $247,500. Amendment No. 2 was approved on November 18, 2025 and extended the termination date to June 30, 2026, and increased the not-to-exceed amount to $542,400. Amendment No. 3 proposes a revised not-to-exceed (NTE) amount of $767,000 (an increase of $224,600 for FY 2026-27) and extends the contract term through June 30, 2027, ensuring continued security services and accommodating projected operational needs for the upcoming year. All other terms and conditions of the original agreement remain unchanged.

Amendment No. 3 reflects the City's ongoing need for security services at the designated site. The revised (NTE) amount is based on anticipated expenditures for FY 2026–27 and aligns with prior amendments and contract practices. The extension of the contract term will allow uninterrupted service and provide flexibility for future adjustments if needed. All other terms and conditions of the original agreement remain unchanged. Extending the current agreement with Secural Security Corporation will allow for a continued partnership with a trusted partner of which has a track record of cooperation with the City staff and the Ventura County Sherrif's Department.

Furthering the contract end date aligns with the anticipated completion date of the Ojai Permanent Supportive Housing Project, after which time the City anticipates no longer requiring the current scope of services.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 5 - Public Safety

OPTIONS

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

FISCAL IMPACT

The updated not-to-exceed (NTE) amount of $224,600 for the current fiscal year is higher than the $180,000 budgeted for FY2026-27 under Misc. Community Support (010-1110-0132-005). Staff will return at mid-year if an additional appropriation is necessary.

Prepared by: Bridget Mara, Administrative Analyst I

ATTACHMENT(S)

Attachment A – Amendment No. 3
Attachment B – Amendment No. 2
Attachment C – Amendment No. 1
Attachment D – Original Agreement

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") by and between the CITY OF OJAI, a California municipal corporation ("City") and Secural Security Corporation, a Californuia municipal corporation ("Consultant") is effective as of the 11th day of August, 2026 ("Effective Date").

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated November 18, 2025 ("Agreement") whereby Consultant agreed to provide security services at the City premises of the Kent Hall Parking Lot/Unhoused Encampment located at: 111 West Santa Ana Street, Ojai, CA 93023 ("Services") for 1 year(s) for a total contract sum of $572,400.

B. City and Consultant now desire to amend the Agreement to:

1. Revise the **Not-to-Exceed** amount to **$767,000**; and

2. Extend the **termination date** to **June 30, 2027**.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. Section 6.1, Contract Sum, is hereby amended as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the 'Approved Fee Schedule' attached hereto as Exhibit 'B — Pricing Matrix' and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Seven Hundres Sixty-Seven Thousand Dollars ($767,00.00) (the 'Contract Sum').***

B. Section 3.4, Term, is hereby amended as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not extending beyond ***June 30, 2027***."

C. Section 5, Contractors Servces, is herby amended as follows:

5.8 At the City's written request, the Contractor shall extend work hours in the event a need arises where the Contractor's expertise is required and needed. Such extension shall

be subject to mutual agreement regarding scope and compensation, and shall be documented in writing by the City.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3 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. 3, 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. 3, 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. 3.

5. **Authority.** The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

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. 3 on the date and year first-above written.

CITY:

CITY OF OJAI, a municipal corporation

Ben Harvey, City Manager

CONSULTANT:

Secural Security Corporation

By: _____

Name: Albert J Scola, III
Title: Chief Executive Officer

By: _____

Name: SHARI HOLMBORGSON
Title: FINANCE SECRETARY

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Bethany A. Burgess, City Attorney

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
(City of Ojai and Secural Security Corporation)

This Amendment No. #2 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 18th day of November 2025 at Ojai, California, by and between the City of Ojai, a California municipal corporation ("City") and Secural Security Corporation, ("Consultant").

This Amendment modifies the original Agreement between the City and the Consultant dated July 1, 2024, in the following fashion:

- A. City and Consultant desire to amend the Agreement by modifying section 3.4 – Expiration Date of the "Agreement" to read as follows:

  3.4 Termination Date: June 30, 2026.

- B. City and Consultant desire to amend the Agreement by modifying the total compensation and costs payable to Consultant under this Agreement to a not-to-exceed sum of $542,400.

- C. The City and Consultant desire to correct the name of Consultant from "Secural Corporation" to the correct legal name of Consultant to "Secural Security Corporation"

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Ojai

By: _____
Ben Harvey, City Manager
Date: 11-18-25

"Consultant"
Secural Security Corporation

By: _____
Albert J Scola, III, Chief Executive Officer
Date: 11/19/2025

By: _____
Maria Scola, Secretary
Date: 11/20/2025

Attest:
By: _____
Weston Montgomery, Chief Deputy City Clerk
Date: 11-18-25

Approved as to form:
By: _____
Matthew T. Summers, City Attorney
Date: 11/18/25 Taylor Anderson, Assistant City Attorney For

CITY OF OJAI
PROFESSIONAL SERVICES AGREEMENT
WITH SECURAL FOR SECURITY GUARD SERVICES
AMENDMENT NO. 1

This AMENDMENT TO THE AGREEMENT for SECURITY GUARD SERVICES ("**Amendment**") is entered into this 27th day of August 2024, by and between the **CITY OF OJAI**, a California municipal corporation ("CITY") and **SECURAL CORPORATION**, a California corporation ("CONTRACTOR").

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this agreement.

B. CONTRACTOR warrants to the CITY they have the qualifications, personnel, experience, and availability to perform properly and fulfill the services requested under this Agreement.

C. Therefore, CITY desires to extend the existing contract for Security Guard Services.

D. Now, the Parties seek to increase the not to exceed Contract Sum to $247,500 and the contract duration through February 28, 2025 to more accurately reflect the actual scope of work anticipated to be incurred during the term of the agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

Contract Changes. The Agreement is amended as provided herein (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***).

DEFINITIONS (Termination Date)

As additional consideration, CITY agrees to extend the "Termination Date" to ***February 28, 2025***.

CONTRACTOR'S SERVICES

CONTRACTOR shall perform the services identified in the Scope of Services. CITY shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to the CONTRACTOR under this Agreement exceed the sum of $30,000 at an hourly rate of $55.61, plus any incurred Overtime and/or Holiday Pay for the initial contract period of July 1, 2024 to August 31, 2024.

As additional consideration, CITY agrees to pay CONTRACTOR **an amount not to exceed $247,500 during the remainder of the amendment agreement term (inclusive of the initial agreement for the period of July 1, 2024 – August 31, 2024) at the hourly rate of $55.61, plus incurred Overtime and/or Holiday Pay.**

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

CITY OF OJAI

Ben Harvey, City Manager

CONTRACTOR

Albert J. Scola, III, Secural Corporation

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

Matthew T. Summers, City Attorney

CITY OF OJAI
PROFESSIONAL SERVICES AGREEMENT

(Engagement: Security Guard Services)
(Parties: Secural Corporation and the City of Ojai)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into July 1, 2024 by and between the City of Ojai, a California municipal corporation ("City"), and SECURAL CORPORATION (hereinafter "Contractor"). For the purposes of this Agreement, City and Contractor may be referred to collectively by the capitalized term "Parties". The Capitalized term "Party" may refer to the City or Contractor interchangeably, as appropriate.

2. RECITALS

2.1 The City has determined that it requires the following professional services from a contractor for Security Services at the City premises of the Kent Hall Parking Lot / Unhoused Encampment located at: 111 West Santa Ana Street, Ojai, CA 93023.

2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

3. DEFINITIONS

3.1 "Scope of Services" means such professional services as are set forth in Contractor's July 3, 2024 proposal to City contracting for **Class II+ Security Officer,** attached hereto as "Exhibit A" and fully incorporated herein.

3.2 "Approved Fee Schedule" means such compensation rates as are set forth in Contractor's "Exhibit B — Pricing Matrix" attached hereto and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.3 "Commencement Date" means July 1, 2024.

3.4 "Termination Date" means August 31, 2024 (anticipated to be extended by contract amendment by the City of Ojai City Council at their August 27, 2024 meeting).

3.5 "City Agreement Administrator" means Ben Harvey, City Manager or Carl Alameda, Assistant City Manager.

3.6 "Contractor Project Administrator" means A.J. Scola, Executive Vice President.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONTRACTOR'S SERVICES

5.1 Time is of the essence in Contractor's performance of services under this Agreement.

5.2 Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of $30,000 at the hourly rate of $55.61, plus any incurred Overtime and/or Holiday Pay.

5.3 Contractor shall perform all in accordance with professional standards. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).

5.4 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **A.J. Scola** shall be the Contractor Project Administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No other person shall serve as Contractor Project Administrator without City's prior written consent, which shall not unreasonably be withheld.

5.5 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

5.6 Contractor shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subconsultant. Change of ownership or control of Contractor's firm may require an amendment to the Agreement.

5.7 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code.

6. COMPENSATION

6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2 Contractor shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.

6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

7. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Contractor look to the City as its employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

8. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Contractor shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Contractor. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services.

9. INDEMNIFICATION

9.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be indemnified from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify City as set forth herein.

9.2 City shall have the right to offset against any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Contractor arising from Contractor's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

9.3 The obligations of Contractor under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute.

9.4 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

10. INSURANCE

10.1 During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement.

10.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.

10.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:

10.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

10.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000).

10.3.3 Worker's Compensation insurance if and as required by the laws of the State of California

10.4 The policy or policies required by this Agreement shall be issued by an insurer legally allowed in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

10.5 Contractor agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Contractor's expense.

10.6 Contractor shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished prior to the expiration of the coverages.

11. MUTUAL COOPERATION

11.1 City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

11.2 If any claim, action, or proceeding is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

12. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written consent by City. City shall grant such consent if disclosure is legally required.

13. RECORDS AND INSPECTIONS

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to professional licenses.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Ben Harvey, City Manager
City of Ojai
401 South Ventura Street
Ojai, CA 93023
Telephone: (805) 646-5581

If to Contractor:

Albert J. Scola III
Secural Corporation
24007 Ventura Blvd., Suite 124-A
Calabasas, CA 91302
Telephone: (818) 225-0813

With courtesy copy to:

Matthew T. Summers, Ojai City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd, Suite 850
Pasadena, CA 91101

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 12, and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor may terminate this Agreement for any reason on thirty calendar days' written notice to City. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Contractor, then Contractor shall be paid based on the work performed in accordance with this Agreement and applicable professional standards at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

18. GENERAL PROVISIONS

18.1 Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.

18.2 In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

18.3 The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party to be charged with the waiver.

18.4 Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Contractor.

18.5 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement

of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. The venue for any litigation shall be Ventura County, California and Contractor hereby consents to jurisdiction in Ventura County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.6 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.7 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.8 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

18.9 **Recitals** – The Recitals are incorporated by this reference.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

"City of Ojai"	**"Contractor"**
By: _____	By: _____
Ben Harvey, City Manager	***Albert J. Scola, III, Secural Corporation***
Date: 7/11/24	Date: 07/11/2024

Exhibits to Agreement:

Exhibit A – Secural Corporation Proposal and Statement of Qualifications

Exhibit B – Pricing Matrix

Exhibit C – References

Exhibit D – Service Schedule Hours and Equipment

Exhibit E – Service Rates/Contractor Observed Holidays

PROPOSAL FOR OVERNIGHT PROTECTIVE SERVICE OFFICERS-UNHOUSED ENCAMPMENT

Proposal Submitted To:
City of Ojai California
Mr. Richard Raine
Homeless Services Coordinator
111 W. Santa Ana Street
Ojai, CA 93023

Proposal Submitted By:
SECURAL SECURITY CORPORATION
24007 Ventura Blvd #124-A.
Calabasas, CA 91302
(818) 225-0813
www.SecuralCorp.com

Contract Coordinator:
Albert J, "A.J." Scola III
Executive Vice President
(818) 272-8985 Direct
AScola@SecuralCorp.com

Why Secural?

Command Presence

Secural Security Corporation (Secural) a California Corporation, established in 1976, is family owned and operated. Being family operated allows us to provide a higher degree of customer service. We do not rely on employees to be the direct contact between client and owners. Clients who choose Secural do so because of the supervision, quality, and personal service that is Secural.

Far too many security providers today make exaggerated claims to their service history only to find that their history is based on an owner or owners who were in other service fields not operating their current company. *Our 48 years of service and experience as Secural is truly what defines us as a company willing to serve.* Our CA state license is PPO 7563, the state of California issues licenses numerically starting back at 100 in 1943. What is your current provider's license number?

Secural has been providing quality safety services to the City of Calabasas for the past 23 years in the capacity of Public Safety and Security. In addition, Secural has a close and professional working relationship with the Los Angeles County Sheriff Department at the Lost Hills Station as well as the Ventura County Sheriff Department Olsen Road. Our other municipal clients include the cities of Westlake Village, Agoura Hills, and Malibu. We are committed to our communities and their schools. We currently service multiple schools within the LVUSD, CVUSD, and MUSD. Our training and caliber of employees is second to none. This too is what sets Secural apart from other providers.

While Secural is not a large company, we do provide a large scope of services consisting of.

- Both armed and unarmed standing officers
- SRO services (School Resource Officers)
- Vehicle patrol services
- Armed guard alarm response
- Executive protection
- Municipal and private parking enforcement
- CADOT (California Department of Transportation) traffic control services.
- We operate our own video central dispatch center VASTGuard (Virtual Automated Security Tour Guard). This video center allows our dispatch personnel to view and supervise both customer CCTV sites as well as our officers in the field via their vehicle "dash" and body cameras.
- FAA certified Unmanned Arial Vehicles and Tether Drones (Drone services)

Our ability to provide the above-mentioned services is only part of what makes Secural a community-oriented company. We look forward to having the opportunity of making your city part of our Secural family.

SCREENING of Personnel

All applicants must complete a multi-step application process before being considered for employment with Secural Corporation. The process includes a pre-hire written application, which challenges the applicant in reading comprehension, grammar skills, and reasoning. Applicants who pass the written portion must submit to a pre-hire drug screen. Upon successful completion of the drug screen applicants must submit to an extensive background investigation which investigates their DMV history, Social Security history, criminal history both State and Federal, as well as credit history and sexual offender status. Secural does not rely only on the state of California to conduct its background verification as we have found cases where the state was not thorough or complete.

Secural's ongoing background verification program for all employees meets and exceeds the requirements of Education Code 45125.1

Secural currently conducts random drug screening and background checks on all employees. All current armed officers and school officers submit to regular on-going background checks every 45 days. Focusing on DMV, Criminal and sex offender status.

All applicants must be a minimum of 18 years of age, hold a high school diploma or equivalent and possess a valid California state guard card. They must be a U.S. resident or provide resident alien documentation. Applicants must have at least one year's prior security experience to be employed by Secural. Applicants who carry weapons must be certified in the following:

1 State approved chemical agent course.
2 State approved baton course
3 State approved Taser course
4 State approved firearms course
5 State approved psychological background certification for firearms.

TRAINING for ALL PERSONNEL

It is the belief of Secural that the true measure of a security provider is the training of its personnel. Secural maintains two Los Angeles County Sheriff's department trained training officers to conduct much of our officer training. Secural also contracts with private agencies to fulfill our training requirements and certifications. All staff must complete Secural's basic officer training consisting of:

- Ethics
- Verbal and non-verbal communication
- Liability awareness and assessment
- Threat assessment
- Report writing
- Field interviewing
- Foot Patrol techniques
- Crowd management and training
- Basic and advanced handcuffing procedures
- CPR/First Aid/AED BLS Certification (Adult, Pediatric and Infant)
- Active Shooter Training
- Hand to hand Self Defense Training ie. Krav Maga
- Weapons of Mass Destruction Training (WMD)
- Two-way radio communication protocol
- Substance Abuse overview, recognition of use and paraphernalia identification
- Homelessness Education (LETA, SAMSHA, NCH)
- Mental Health Awareness Education and Recognition
- Working principles of the California Penal Code
- Working principles of the Educational Code (depending on assignment)
- Alcohol beverage control code (depending on assignment TIPS/RBS).
- Breathalyzer usage
- Baton (straight stick and PR-24)
- Chemical agent (Tear Gas/OC)

Training for all staff is ongoing and depending on the topic occurs on a regular basis, (ie. monthly, quarterly, bi-annually and annually.

SPECIALIZED PATROL TRAINING and ARMED OFFICERS

Secural's vehicle patrol officers are trained and licensed in the use of firearms - both sidearm and patrol rifle as well as TASER, baton, and pepper spray. In 2024 Patrol Trained officers may now opt to carry the Byrna Less-Lethal Self Defense kinetic device instead. Officers also must take a extended training in Krav Maga open hand self-defense. All Secural personnel have the opportunity to take up to 2 classes weekly for new and continued training in Krav Maga. Vehicle Patrol officers are certified by the Los Angeles County Fire Department as Community Emergency Response Team Certified (CERT). Our patrol officers are trained and certified in parking enforcement as well as CADOT (California Department of Transportation) traffic control. All patrol officers are certified in Basic Life Support (BLS) first responder certification. Secural currently maintains open lines of communication with the traffic division and operations divisions of the Los Angeles County Sheriff Department – Lost Hills. Due to our municipal contracts Secural vehicle patrol officers are able to communicate directly via two-way radio with Sheriff and Fire units responding to incidents on site.

EQUIPMENT and UNIFORMS



Officers are assigned all necessary equipment by Secural required for their assignment.

Secural supplies its officers two primary uniform styles.

The first is the class "A" style or "dress" uniform which consists of a long sleeve slate gray uniform shirt worn with tie and black trousers. The variation to this is the class "C" style which is a short sleeve version of class "A".

Class "C" is worn open collar without a tie; officers must wear a white crew neck undershirt with no visible markings or writing.

Footwear for Class "A" and "C" shall be black leather either uniform boots or shoes, which will have a high luster.

All uniform shirts have the company emblems on both sleeves per California security licensing requirements. All officers wear a black leather basketweave style duty belt and officers in "soft" uniforms may wear a black cordura duty belt.

All officers assigned to any site will be in matching uniform. Secural also provides all necessary overclothing such as winter jackets and rain gear.

Other uniform options are available based on client requirements including Polo shirts and Suit/Executive wear.

COMMUNICATION and REPORTING

Communication is the pinnacle of success of a security program. Secural utilizes a Computer Aided Dispatch system "CAD" for all officer activity and reporting. Clients will receive daily or weekly emails which may include photographs and or video regarding activity on or around their sites.

- Secural's scheduling and timekeeping systems are electronic, they ensure staffing occurs smoothly and uninterrupted.
- Secural Officers are equipped with handheld smart devices which allow communication, reporting and time management.
- Secural Armed officers and vehicles are equipped with CCTV (dash cams and body cams) to provide a clear chain of events for officers and public safety as well as evidentiary proof of events for the client and law enforcement.

PROPOSED OPERATION and SERVICES

This proposal is based on the premise that the City of Ojai wishes to have a highly visible proactive security presence at their Unhoused Encampment which will deter possible crime, outsiders and incidents from occurring. The proposed program will consist of regularly scheduled uniformed standing officers on site.

- One Uniformed officer seven days per week during the hours of 4:00 PM until 7:00AM including weekends and holidays.

At Secural we specialize in providing a custom safety and security program utilizing software, video, and hands on service specifically designed upon the client's needs and wants with the ability to change as needed.

Secural will provide field supervision to monitor staff activity and ensure the highest level of service is provided to the City of Ojai.

Secural's contract coordinator and their alternate will be available to the city 24 hours per day, seven days per week.

Exhibit B – Pricing Matrix

Hourly Rate per Security Officer (Class II+) *Month to Month Agreement*	$70.44
Hourly Rate per Security Officer (Class II+) *Minimum Six Month Agreement*	$55.61
Overtime & Secural Recognized Holidays	Above rate plus one half
Smart Telephone	Included
Body Worn Camera	Included
Marked Patrol Vehicle	Included
Two-Way Radios.	Included

Authorized Signature: AJS III **Date:** 07/03/2024

Name: A.J. Scola III **Title:** Executive Vice President

Thank you for your time and consideration. Please contact me if you have any questions.

Exhibit C - References

1. City of Calabasas
Mr. Kindon Meik, City Manager
100 Civic Centre Way, Calabasas, CA 91302
(818) 224-1600 KMeik@cityofcalabasas.com
2000 to Current
"Dedicated Car" Armed Patrol and Response, all city sites. Citywide municipal parking enforcement and traffic control. Standing uniformed and plain-clothes Armed/Unarmed officers for activities and events.

2. Conejo Valley Unified School District
Dr. Mark Mclaughlin, Superintendent
750 Mitchell Road, Newbury Park CA 91320
(805) 498-4557 Sfehlman@conejousd.org
2020 to Current
Standing uniformed and plain-clothes Armed/Unarmed officers for district office and school sites.

3. City of Westlake Village
Mr. Tim Iverson, Public Works Director
31200 Oak Crest Dr.
Westlake Village, CA 91361
(818) 706-1613 Tim@wlv.org
"Dedicated Car" Armed Patrol and Response, all city sites. Citywide municipal parking enforcement and traffic control. Standing uniformed and plain-clothes Armed/Unarmed officers for activities and events.

4. Los Angeles County Sheriff – Lost Hills Station
Deputy Mason DeMateo
27050 Agoura Road, Agoura, CA 91301
(818) 878-1808 Mjdematt@lasd.org

5. Moorpark High School
Mr. Zaid Bakoo, Principal
4500 Tierra Rejada Road, Moorpark CA 93021
(805) 378-6305 zbakoo@mrpk.org
2021 to Current
Standing uniformed and plain-clothes armed/unarmed officers for activities and events.

EXHIBIT D

SERVICE SCHEDULE HOURS and EQUIPMENT

- One officer Monday through Thursday 4:00 PM until 7:00 AM
- One officer Friday through Monday 4:00 PM until 7:00 am (weekends 24 hours-continuous coverage)
- The city of Ojai recognized holidays, One officer, 24 hours.
- Secural Marked Patrol Vehicle, Included
- Officer Worn Body Camera, Included
- Officer Smart Device, Included
- Secural laptop type computer, Included.

EXHIBIT E

SERVICE RATES AND COMPANY OBSERVED HOLIDAY INFORMATION

- Regular hourly service rate per officer $55.61

- Overtime/Holiday hourly service rates. Rate above plus one half.

- Requests for additional service dates, hours or staffing must be presented by Subscriber to Security Services in writing no less than seven (7) business days before the service date(s). Failure to communicate this will result in Overtime charges.

- Interim month-to-month regular hourly rate at end of initial agreement term (July 2024 - January 15, 2025) $66.73

- If a new agreement is signed before January 15, 2025, Secural will offer Subscriber 3-month, 6-month or 12-month terms at a 5% increase from the current quoted regular rate.

Secural Observed Holidays:

- January 01, 2025 - New Year's Day
- May 26, 2025 - Memorial Day
- July 4, 2025 - Independence Day

- September 01, 2024 - Labor Day
- October 31, 2024 - Halloween Eve
- November 11, 2024 - Veterans' Day
- November 28, 2024 - Thanksgiving Day
- December 24, 2024 - Christmas Eve
- December 25, 2024 - Christmas Day
- December 31, 2024 - New Year's Eve

TO: **Honorable City Council**

FROM: **Weston Montgomery, Chief Deputy City Clerk**

MEETING DATE: **August 11, 2026**

SUBJECT: **Written Public Comments**

The attached public comments were submitted to the City Clerk prior to 3:00 p.m. the date before the meeting (referenced above) and are being posted to the City's website for public access.

Posted: August 10, 2026**, August 14, 2026**

PUBLIC COMMENT FOR CITY COUNCIL MEETINGS

Written/emailed public comments must be submitted no later than 3:00 p.m. on the day before the meeting.

The City encourages public participation. Members of the public who wish to make public comments may do so in person at the meeting, comment live via telewebinar software, or submit written public comments in advance of the meeting. Written public comment emails should be sent to cityclerk@ojai.ca.gov.

Communications to the City Council are public records and will become part of the City's electronic records, which are accessible through the City's website. Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record. If you do not want your e-mail address or any other contact information to be made public, you may deliver communications to the City Clerk's Office at 401 S Ventura St, Ojai Ca, 93023, or you may email the comment as an attached PDF to the email and request in the email to only include the attachment. If you do not want your contact information included in the public record, please do not include that information in your communication.

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.

Weston Montgomery

From: Clay Creasey <claycreasey@gmail.com>
Sent: Saturday, August 8, 2026 11:46 AM
To: Andy Gilman; Andrew Whitman; Rachel Lang; Kim Mang; Leslie Rule
Cc: Bethany Burgess; City Clerk
Subject: August 11 Discussion Item 8 - County of Ventura Grand Jur4y Report Response

City Council-
Re: Draft Response to Grand Jury Report

Below is my assessment of the draft responses to the Grand Jury report, as supplied by your counsel.

Findings / Recs	City Response	My Comment
F-01	Agree	None.
F-02	Generally Agree	None.
F-03	Agree	None.
F-04	Agree	None.
F-05	Partially Agree	The City states that the Notice of Funding Availability (NOFA) for the Encampment Resolution Funding Round 3 grant was released on November 27, 2023. **That is not correct – it was issued on November 3.** Moreover, the City's claim that it "had to submit the ERF grant application by January 31, 2024, in order to be considered for the grant" is blatantly false. The Round 3 NOFA stated "Applications will be accepted on a rolling basis until June 30, 2024, or until funds are depleted." In fact, the grant application filed by the City clearly showed three windows for the ERF-3-R application, the latest of which closed on June 30. The truth is Ojai skipped the competitive services procurement process because it felt pressure to do something about the homeless encampment, and it thought an early application had a greater chance for success. So the city should amend its response to be an unambiguous "agree".
F-06	Disagree	The City's recitation of the various steps needed to conduct a "fair and competitive selection process" is not convincing. There were 89 days between the NOFA issuance and the first grant submission window, and 239 days between the NOFA and the final grant submission date. While it is true that the shortest window would have required a focused effort, the City made absolutely no effort whatsoever to identify any potential development manager other than DignityMoves. Moreover, there was no contract with DignityMoves until May 27, 2025.

F-07	Agree	None.
F-08	Agree	None.
F-09	Agree	None.
F-10	Disagree	Many other firms have designed and constructed projects like this, as demonstrated by the dozens of such projects that have been built in California in the past several years. If the City continues to insist that DignityMoves was uniquely qualified, it will not convince anyone of anything other than the City's unreasonable adherence to a false contention.
F-11	Disagree	It is true that DignityMoves was listed in the grant application for a project of 20 prefabricated trucked-in living units (without showers or toilets), and an extensive renovation project for Kent Hall, all slated to be done by January 15, 2025. If that project had been retained, it would have been reasonable to retain DignityMoves as the project manager. However, when the project changed to a bespoke construction of 30 ensuite units in a completely different style and location with a greatly expanded timeline, the retention of DignityMoves as the project developer was no longer a requirement.
F-12	Partially Agree	The City's statement asserts that they were "unaware at the time that HCD would consider changes to the City's consultant identified in the grant application". The City was advised several times by me, well before the May 27 date, that it needed to do a competitive process. Their failure to pick up the phone and ask HCD if this was okay was and is inexcusable.
F-13	Partially Agree; partially disagree	The City's rambling non-response to this finding is embarrassing. A simple "agree" is all that is necessary.
F-14	Agree	None.
F-15	Generally Disagree	Transparency is <u>not</u> demonstrated merely by holding meetings. It is demonstrated by what information is shared in those meetings. The core failures of transparency have been revealed in emails that were produced through Public Records Act requests. They show that the City Manager was in favor of moving the project to the public works yard from a very early date, and that DignityMoves worked with him to make that happen, and that he considered the selection of DignityMoves as the development manager to have been decided many months before the May 27 City Council vote.
F-16	Partially agree; partially disagree	None.
R-01	Agree; in process	None.
R-02	Agree; in process	None.
R-03	Generally agree.	None.

Weston Montgomery

From: Clay Creasey <claycreasey@gmail.com>
Sent: Saturday, August 8, 2026 1:10 PM
To: Andy Gilman; Andrew Whitman; Rachel Lang; Kim Mang; Leslie Rule
Cc: Bethany Burgess; publisher; Andra; City Clerk
Subject: Permanent Supportive Housing Project Status

City Council-

Below are comments from the last five DignityMoves draw requests:

Draw #8 (Monthly Summary for January, 2026)
"Building permit submittal occurred on 11/07/25, second round of permit comments have been submitted, building department final review occurring now."

Draw #9 (Monthly summary for February, 2026)
"Building permit submittal occurred on 11/07/25, second round of permit comments have been submitted, building department final review occurring now."

Draw #10 (Monthly summary for March, 2026)
"Building permit submittal occurred on 11/07/25, second round of permit comments have been submitted, building department final review occurring now."

Draw #11(Monthly summary for April, 2026)
"Building permit submittal occurred on 11/07/25, second round of permit comments have been submitted, building department final review occurring now."

Draw #12 (Monthly summary for May, 2026)

"Building permit submittal occurred on 11/07/25, second round of permit comments have been submitted, building department final review occurring now."

If you have an eagle eye, you can detect a certain sameness in all these comments.

It has now been three months since the May 8 completion of the toxic removal project, and still no progress on the actual construction of the Permanent Supportive Housing project. Meanwhile, our homeless residents swelter in their tents.

A recent discreet inquiry revealed that there may be some permitting hang-up with Ventura County Fire. That would not surprise me, since I told the City Manager back in January that the project plan for the driveway was not in compliance with the fire code. He brushed my concern aside, saying that they will handle that issue with a change order, if necessary.

Whatever the reason for the holdup, in the interests of transparency to the community, an explanation is owed regarding why the same permit status comment has now persisted for so long, and why nothing has happened on that site for now over three months.

Somebody needs to take this project by the horns and get it going. Or pull the plug. But this incredible slow-motion ballet of the incompetents has to come to a close.

Respectfully,

Clay Creasey

Weston Montgomery

From:	Clay Creasey <claycreasey@gmail.com>
Sent:	Saturday, August 8, 2026 1:48 PM
To:	Andy Gilman; Andrew Whitman; Rachel Lang; Kim Mang; Leslie Rule
Cc:	Bethany Burgess; City Clerk
Subject:	August 11 City Council Agenda Item #9 - DMA Amendment

City Council -

If you recently had the chance to see the movie Odyssey, then you will recognize this proposed amendment for the Trojan Horse that it is.

First, there is absolutely no need for an amendment to the DMA to give permission to DignityMoves to source third-party donations to help support the project. The current DMA anticipates just such a process, as spelled out in Section 3.5 of the agreement.

In fact, the Trojan Horse in this proposed amendment is the final paragraph of Section 3 of the Terms, which reads as follows:

> *"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."*

Well, howdy-do!

So, in return for needless permission to (maybe) get us a few donations, Ojai exonerates DignityMoves for all past sins, including but not limited to their failure to secure the "agreed in writing" budget required by the DMA, and any potential challenges to the validity of the agreement which might surface based on the findings of the Grand Jury.

My suggestion: tell DignityMoves you agree to the amendment, but without that final paragraph in Section 3. That will tell you if their heart is in the right place or not.

I have to say, I admire their chutzpah.

Respectfully,

Clay Creasey

Weston Montgomery

From:	Clay Creasey <claycreasey@gmail.com>
Sent:	Saturday, August 8, 2026 3:18 PM
To:	Andy Gilman; Andrew Whitman; Rachel Lang; Kim Mang; Leslie Rule
Cc:	Bethany Burgess; City Clerk
Subject:	August 11 City Council Agenda Item 11 - RFP for Owner's Rep / Construction Management Services

City Council Members-

Did you ever get the feeling you were in the Twilight Zone? Or maybe on Candid Camera?

So, now you are being asked to approve an RFP for the City to hire someone to do the job DignityMoves is already being paid $0.5 million to do. And you are being told to not worry about the cost, because an RFP is free.

If DignityMoves will pay for our Owner's Rep out of their development fee, then this will be an easy decision. But if not, it raises a huge issue.

First, let's talk about timing. The potential bid award from this proposed RFP is six weeks away, with the potential contract signing taking up to another 120 days. That would put us into 2027. Are we really talking about construction not starting until that time frame?!?

Second, let's talk about need. Why do we think we need to hire someone to do the job DignityMoves was already hired to do? (Reread section 2.1 of the DMA if you don't believe me.)

What you are observing is the melting down of the administration of the affairs of Ojai. We are now on our 4th Finance Director in less

than two years (Pam Greer, Christie Billings, Brenda Cho, and now Leah Palmer), many months late with the financial reports for the 2024-25 fiscal year, a damning Grand Jury report, lawsuits galore, and a $12.7 million project that can't seem to launch.

A month ago I offered to meet with the Finance Director and our outside auditor to help get the 2024-25 audit over the finish line. No response. I repeated my offer at a City Council meeting in July. Again, no reply. It's as if the city staff is committed to flying this plane nose-down into the ground.

And you wonder why I decided not to run for mayor?

I don't envy you.

Respectfully,

Clay Creasey

Weston Montgomery

From: Larry Steingold <larrysteingold@gmail.com>
Sent: Sunday, August 9, 2026 11:50 AM
To: Andy Gilman; Andrew Whitman; Kim Mang; Rachel Lang; Leslie Rule
Cc: Bethany Burgess; Weston Montgomery
Subject: Agenda Item 5 MOA Ventura County Watershed Protection

Re: Item 5 Consent Consent Calendar

To All City Council

Regarding the MOA, while the increase is small in relation to our budget it's the attitude of the staff to just pay it that concerns me. We are being asked to pay more for less with no facts as to why. This attitude needs to be changed.

I realize that none of you were part of the original agreement, so that provides you the opportunity to ask real questions regarding these monitoring costs. Regardless of the amount, please scrutinize every item that comes before you to ensure that we are paying the right amount for the right reasons and that the amount is justified.

It is a classic local government staff maneuver to state that it's easier to just keep paying rather than ask them to do anything else. By presenting the alternative as "staff will have to do all this extra work," they successfully frame a nearly 85% cost increase as the "safest" and "easiest" option, making it very difficult for anyone keeping an eye on the bottom line to push back.

Before approving this agreement please consider asking the questions.

1 Who is responsible, at the County, for soliciting the contract? Did the County actually put this out to a competitive bid for this new term, or did they simply roll over the existing consultant at a drastically higher rate?

2. Since we are paying a share, shouldn't our staff have an opportunity to review the RFP, if there was one? Even if it's just to ensure that the qualifications are not so tailored as to promote a certain vendor.

3. Who changed the contract time from 5 years to 3 years and why? When did the MOA parties decide to shorten the term, and when was Ojai notified?

4. Since the original contract was in 2020, who and how was it decided how much our share was going to be?

5. Why did the yearly price go up 84.78%?

a. The staff report vaguely mentions 'new regulatory requirements.' What exactly are these new requirements, and what is the specific line-item cost attributed to them? Do they truly justify an 85% spike?

b. Did someone drop out of the 6 or is refusing to pay their pr determined share?
c. What other prices went up specifically?
d. Has staff looked at their spending for this monitoring?

6. The MOA notes (Section 6.A) that the County is charging a 10% contingency fee and a 2% administrative fee. It is entirely fair to ask if the County is properly scrutinizing the consultant's rates when the County's own administrative cut grows as the contract price grows.

While we understand that we still have to fund this, getting clear answers to questions like these, will help the public feel more confident that those on City Council are effective stewards of Ojai's finances.

Respectfully

Larry

Larry Steingold
Ojai, CA

Larry Steingold
Ojai, CA
401-529-3829
Larrysteingold@gmail.com

Weston Montgomery

From: Craig Walker <craigw9953@aol.com>
Sent: Monday, August 10, 2026 6:56 AM
To: City Clerk; Shari Herbruck; Aida Lawrence
Subject: Civil Grand Jury Response

August 11th, 2026 Agenda. Discussion Item #8: Grand Jury Report

Dear Mayor and Members of the Ojai City Council:

Government procedures matter. Competitive bidding, CEQA reviews, public hearings, commission reviews, public notices, and other procedural requirements can sometimes seem cumbersome. But they were not created simply to make government slower. They exist to protect taxpayers, applicants, public officials, and the community itself.

The recent Ventura County Civil Grand Jury report concerning Ojai's Permanent Supportive Housing Project illustrates why these safeguards are so important.

The Grand Jury was careful to recognize that addressing homelessness is an important goal shared by City employees, elected officials, and the County. It stated that its concerns were not about the good intentions behind the project, but about its execution and management. That distinction is critical. **A worthy objective does not eliminate the need to follow proper procedures.**

The Grand Jury found that Ojai was not required to obtain competitive bids based simply on the lowest price for the development-management services. But California law did require a fair and competitive selection process based on qualifications and competency. The Grand Jury found that the City did not conduct that process before selecting DignityMoves and later awarding it the contract.

According to the report, the City did not seek a Request for Information, Request for Qualifications, or Request for Proposals from DignityMoves or competing firms. The Grand Jury also found that the City's claims of insufficient time did not excuse that omission and that the City had opportunities to conduct proper due diligence.

Perhaps most troubling, the Grand Jury specifically found **"a lack of full public transparency"** during the selection and contracting process. It has now recommended that Ojai establish procedures ensuring fair and competitive selections and improve public transparency in future cases.

This lesson extends beyond contracting.

CEQA is based on the same fundamental principle: government should understand and disclose the consequences of its actions **before** committing itself to them. California describes CEQA as a process intended to inform decision-makers and the public about environmental effects and to prevent or reduce significant environmental harm where feasible.

Much of this process involves Commission review: Planning Commission hearings, Historic Preservation Commission review, Parks and Rec Commission discussions, competitive procurement, public notice, and the Brown Act. Procedures provide opportunities to ask questions, identify problems, hear contrary

evidence, and correct mistakes before they become expensive or irreversible. Too often, projects covered by CEQA are exempted without adequate review by related commissions, local experts, and the public. Although arbitrary or unsupported exemptions of projects are rarely challenged in court, they do erode public confidence in city decision-making.

The lesson from the Grand Jury report should therefore be larger than one housing project or one contractor.

When government decides that a deadline is too pressing, a project too important, or a particular outcome too desirable to follow established procedures, the safeguards themselves become meaningless.

Ojai residents should not have to rely solely upon assurances that City officials made the right decision. They should be able to see **how** that decision was made and be a part of the decision-making process.

Following the rules does not prevent the City from accomplishing important things. It gives those accomplishments legitimacy. Process matters because public trust matters. And once public trust is lost, it is much harder to rebuild than it was to follow the proper procedure in the first place.

Thank you,

Craig Walker

Weston Montgomery

From: Kelly McDonagh <kmcdonagh28@gmail.com>
Sent: Monday, August 10, 2026 11:57 AM
To: City Clerk
Subject: Sept. Meeting agenda

Hello,

I’m writing to ask that you add Libbey Bowl Legacy Date review to the September meeting agenda.

Thank you,
Kelly

Kelly McDonagh

Weston Montgomery

From: Kristi Schoeld <neilkristi@googlemail.com>
Sent: Monday, August 10, 2026 12:16 PM
To: City Clerk
Subject: Ojai film society: Libbey bowl legacy date

I am in support of local non-profit and school use of the Libbey bowl on a legacy schedule to use the bowl for scheduled events annually. At the very least on an opt out basis with an 6- 12 month deadline to confirm.

Others can book around legacy events. The bowl is open/ unscheduled many evenings during the summer. If one Friday OR one Saturday OR one Sunday each weekend were available for commercial use- plus weekdays- that would be plenty of space for them as well.

Thank you,

Kristi Schoeld

Weston Montgomery

From: Nicholas Weissman <leadership@ojaifilmsociety.org>
Sent: Monday, August 10, 2026 12:28 PM
To: City Clerk
Cc: Weston Montgomery; treasurer
Subject: Public Comment Submission: August 11, 2026 Meeting
Attachments: 20260806_Joint_Org_Appeal_LIbbey_Bowl_Legacy_Dates.pdf

Hello City Clerk and Council Members,

Thank you for your continued support of local organizations. In a joint effort with longstanding community organizations, The Ojai Film Society, Ojai Band, Ojai Storytelling Festival, and Ojai Pops Orchestra want to ensure continued nonprofit community access to Libbey Bowl. We would like to encourage the council to **add Libbey Bowl Legacy Date review to the September meeting agenda.**

Please find attached signed formal request outlining the Joint Organization Ask.

Thank you for your time and continued work on behalf of our city.

Best,
Nick

Nicholas Weissman
President | Ojai Film Society
www.ojaifilmsociety.org
c. 818-219-0111

Ojai Film Society
A 501c3 Non Profit
Website | Instagram | Facebook

Founded in 1988, the mission of the Ojai Film Society (OFS) is to present quality independent, foreign, documentary, and classic films to the Ojai Valley, outdoors, in community for free. To learn more or to make a donation, visit ojaifilmsociety.com.

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Aug 6, 2026

Ojai City Council
City of Ojai
401 South Ventura Street
Ojai, CA 93023

Re: Joint NonProfit Request For Review of the Libbey Bowl Challenge Date System
| Ojai Film Society (38 Years) | Ojai Storytellers Festival (26 Years) | Ojai Band (35 Years) | Ojai Pops (10 Years) |

Dear Members of the Ojai City Council:

We collectively write to you regarding Section E of the Management and Operating Agreement between the City of Ojai and Ojai Valley Music ("OVM") governing the "Challenge Date System" for booking Events at Libbey Bowl.

Section E.ii of the Agreement provides that the parties will assess the performance and efficacy of the Challenge Date System before the commencement of the third year of the term, but no later than November 15, 2026, and that either party may initiate a renegotiation of the Challenge Date System before that time upon (1) a material change in market conditions, or (2) significant feedback from the community that justifies a reevaluation of the current model, or direction from the City Council to modify the system.

We respectfully submit that the difficulty our four organizations have experienced under the current Challenge Date System - specifically, our inability to reliably obtain and confirm dates far enough in advance to plan and promote our programming - constitutes the "significant feedback from the community" contemplated by Section E.ii(2). The current Tier 1 process, under which a date is not opened up until OVM has failed to confirm talent 60 days out, and OVM then retains a further 48-hour right of refusal once an application is received, was not designed with the advance-planning needs of community organizations in mind.

We therefore respectfully request that the City Council:

- Formally treat this letter, together with our organizations' prior correspondence regarding a request for Legacy Status, as the community feedback described in Section E.ii(2), and direct that a review and, as appropriate, renegotiation of the Challenge Date System with OVM begin now, rather than waiting until the November 15, 2026 deadline.
- Review and consider granting Legacy Status and annual fee waiver for (20) total dates to these four longstanding nonprofit organizations and allowing them to continue their legacy of good stewardship to both the community and the publicly owned arts venue.
- Include a designated representative of each of the four undersigned organizations - the Ojai Band, the Ojai Story Telling Festival / Performances to Grow On, the Ojai Film Society, and Ojai Pops / Music 4 Kids - as active participants in that review and any resulting renegotiation with OVM, with advance notice of relevant meetings and an opportunity to review and comment on proposed changes before they are finalized, rather than as members of the public commenting after the fact.

For reference, our organizations' current annual requests are:

- Ojai Band: (8) Wednesday Evenings | July 3 through Labor Day | Libbey Park Bandstand
- Ojai Storytelling Festival: (Fri-Sun) The Last Full Weekend of October | Libbey Bowl
- Ojai Film Society: (6) Fridays BiWeekly | Starting Third Week of July | Libbey Bowl
- Ojai Pops Orchestra: (6) Sundays | September 1 through November 7 | Libbey Bowl

Our organizations are not parties to the Agreement between the City and OVM, nor do we have the ability within the current contract to form an agreement with OVM or the City, but we are the parties most directly affected by

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how Section E operates in practice, and we believe our operational experience can meaningfully inform whatever changes the City and OVM ultimately negotiate.

Thank you for your consideration of this request.

Respectfully submitted,

Signed by:
Nicholas Weissman 8/6/2026
CC9427464B194BB...

Nicholas Weissman | President

Ojai Film Society

DocuSigned by:
Jessica Brady Hahn 8/10/2026
12CD01B1310B415...

Brady Hahn | Vice President

Ojai Film Society

DocuSigned by:
Scott Alan Weiss 8/6/2026
7F9592364490420...

Scott Weiss | Executive Director

Ojai Pops / Music 4 Kids

Signed by:
Joe Boccali 8/6/2026
1617BA3FC53D45D...

Joe Boccali | Co-Manager

Ojai Band aka Ojai Summer Band / Rotary Club of Ojai West

DocuSigned by:
8/7/2026
1D06FC9F3CDA439...

Kara Lakes | Executive & Artistic Director

Ojai Storytelling Festival / Performances to Grow On

Weston Montgomery

From: Summer van Houten <summervanhouten@gmail.com>
Sent: Monday, August 10, 2026 1:01 PM
To: City Clerk
Subject: Public Comment Submission: August 11, 2026 Meeting

Hello City Clerk and Council Members,

Thank you for your continued support of local organizations. In a joint effort with longstanding community organizations, The Ojai Film Society, Ojai Band, Ojai Storytelling Festival, and Ojai Pops Orchestra want to ensure continued nonprofit community access to Libbey Bowl. We would like to encourage the council to **add Libbey Bowl Legacy and Challenge Date System Date review to the September, 2026 Council Regular Meeting agenda.**

Thank you for your time and continued work on behalf of our city.

Summer van Houten
Teacher, Rock Tree Sky
Ojai Film Society Board Member

Weston Montgomery

From: Leadership Ojai Film Society <leadership@ojaifilmsociety.org>
Sent: Monday, August 10, 2026 1:01 PM
To: City Clerk
Subject: Public Comment Submission 2: August 11, 2026 Meeting
Attachments: 20260806_Joint_Org_Appeal_LIbbey_Bowl_Legacy_Dates.pdf

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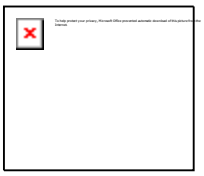
Please find attached signed formal request outlining the Joint Organization Ask.

Thank you for your time and continued work on behalf of our city.

Brady

--
Brady Hahn
Vice President | Ojai Film Society

--



Ojai Film Society
A 501c3 Non Profit
Website | Instagram | Facebook

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Aug 6, 2026

Ojai City Council
City of Ojai
401 South Ventura Street
Ojai, CA 93023

Re: Joint NonProfit Request For Review of the Libbey Bowl Challenge Date System
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We respectfully submit that the difficulty our four organizations have experienced under the current Challenge Date System - specifically, our inability to reliably obtain and confirm dates far enough in advance to plan and promote our programming - constitutes the "significant feedback from the community" contemplated by Section E.ii(2). The current Tier 1 process, under which a date is not opened up until OVM has failed to confirm talent 60 days out, and OVM then retains a further 48-hour right of refusal once an application is received, was not designed with the advance-planning needs of community organizations in mind.

We therefore respectfully request that the City Council:

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Our organizations are not parties to the Agreement between the City and OVM, nor do we have the ability within the current contract to form an agreement with OVM or the City, but we are the parties most directly affected by

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how Section E operates in practice, and we believe our operational experience can meaningfully inform whatever changes the City and OVM ultimately negotiate.

Thank you for your consideration of this request.

Respectfully submitted,

Signed by:
Nicholas Weissman 8/6/2026
CC9427464B194BB...

Nicholas Weissman | President

Ojai Film Society

DocuSigned by:
Jessica Brady Hahn 8/10/2026
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Brady Hahn | Vice President

Ojai Film Society

DocuSigned by:
Scott Alan Weiss 8/6/2026
7F9592364490420...

Scott Weiss | Executive Director

Ojai Pops / Music 4 Kids

Signed by:
Joe Boccali 8/6/2026
1617BA3FC53D45D...

Joe Boccali | Co-Manager

Ojai Band aka Ojai Summer Band / Rotary Club of Ojai West

DocuSigned by:
8/7/2026
1D06FC9F3CDA439...

Kara Lakes | Executive & Artistic Director

Ojai Storytelling Festival / Performances to Grow On

Weston Montgomery

From: Beth <baorourke@gmail.com>
Sent: Monday, August 10, 2026 1:24 PM
To: City Clerk
Subject: Public Comment Submission: August 11, 2026 Meeting

Hello City Clerk and Council Members,

Thank you for your continued support of local organizations. In a joint effort with longstanding community organizations, the Ojai Film Society, Ojai Band, Ojai Storytelling Festival, and Ojai Pops Orchestra want to ensure continued nonprofit community access to Libbey Bowl. We would like to encourage the council to **add Libbey Bowl Legacy and Challenge Date System Date review to the September 2026 Council Regular Meeting agenda.**

Thank you for your time and continued work on behalf of our city.

Beth O'Rourke
Filmmaker

--

View projects and case studies
LinkedIn
Vimeo
Instagram
Contact

Weston Montgomery

From: Helena Pasquarella <hpaskey@aol.com>
Sent: Monday, August 10, 2026 1:39 PM
To: City Clerk
Subject: Films at the Bowl

Please add the film series issue to the agenda.
Thank you,
Helena Pasquarella.

Sent from the all new AOL app for iOS

Weston Montgomery

From: Gillian McManus <gmcmanus@me.com>
Sent: Monday, August 10, 2026 3:23 PM
To: City Clerk
Subject: Public Comment Submission - August 11, 2026 Meeting

Hello City Clerk and Council Members,

Thank you for your continued support of local organizations. In a joint effort with longstanding community organizations, The Ojai Film Society, Ojai Band, Ojai Storytelling Festival, and Ojai Pops Orchestra want to ensure continued nonprofit community access to Libbey Bowl. We would like to encourage the council to **add Libbey Bowl Legacy and Challenge Date System Date review to the September, 2026 Council Regular Meeting agenda.**

Thank you for your time and continued work on behalf of our city.

Gillian McManus
Ojai Film Society Board Member

323-314-7357

Weston Montgomery

From: Diane Treanor <dtreanor66@gmail.com>
Sent: Monday, August 10, 2026 7:18 PM
To: City Clerk
Subject: Libbey Bowl Legacy dare

Please consider adding the Libbey Bowl Legacy to your September calendar

The Declining State of Ojai's Financial Reporting

(as of August 11, 2026)

Ojai is required to submit a Financial Transaction Report (FTR) to the California State Controller by each January 31, detailing financial data from the prior fiscal year. Beginning with the FTR submission made in 2023 for FY2021-22, Ojai's compliance with the deadline has eroded steadily:

California Financial Transaction Report	
Fiscal Year	**Days Late Reported**
2018-19	Zero
2019-20	Zero
2020-21	Zero
2021-22	48
2022-23	62
2023-24	74
2024-25	181

The City's audited financial statements for each fiscal year are to be reported by December 31 (per both Ojai's approved financial policy and the State of California best practices). As shown below, Ojai's compliance with this has also eroded steadily over the past four years.

Audited Financial Statements	
Fiscal Year	**Days Late Reported**
2018-19	15
2019-20	13
2020-21	10
2021-22	48
2022-23	128
2023-24	136
2024-25	223 (and counting)

Please enter this document as part of the record and my testimony for the Ojai City Council meeting on August 10, 2026.

First and foremost, we request that you pass a resolution at your next scheduled City Council meeting to grant "Legacy Status" to these four longstanding Community Groups:

1) Ojai Band aka Ojai Summer Band, (35 years), sponsored by the Rotary Club of Ojai West. (see attached administrative report dated July 10, 2012, Exhibit 1)
2) Ojai Story Telling Festival, (26 years)
3) Ojai Film Society, (38 years)
4) Ojai Pops Orchestra and Ojai Pops Concert Series sponsored by Music 4 Kids. (10 years)

A DRAFT proposed resolution regarding Legacy Status is attached, Exhibit 2.

Secondly, we request that at your next scheduled City Council meeting, or before, that the City begin the process of entering into negotiations with all of the stakeholders regarding the "Challenge System" in the existing OVM/City of Ojai contract.

A DRAFT revised amendment to the contract Section E is attached, as Exhibit 3.

For the record:

1) The Ojai Band aka the Ojai Summer Band has been presenting Wednesday night concerts at the Libbey Bowl Bandstand for 35 years. On Wednesday, August 12, 2026 the final concert of our 2026 season had to be rescheduled to Thursday August 12, 2026 due a scheduling conflict with the OVM presentation of the Gypsy Kings.

Testimony 1/2

We were told that the OVM / City of Ojai contract has precedence over the July 10, 2012 administrative report.

A definitive Legacy Status provision for the Ojai Band will prevent this type of problem in the future.

2) Several months ago the Ojai Pops requested dates from the City. Our concert series begins on August 30, 2026. On or about August 4, 2026 we were finally cleared for the October 4, 2026 date requested. We had made several requests for this date to be released earlier to no avail. Now we are in the position of having only 26 days to book events and do promotion.

A definitive Legacy Status provision for the Ojai Pops will prevent this type of problem in the future.

Respectfully submitted,
Scott Weiss

The writer of this document has performed and conducted the Ojai Band aka Oja Summer Band since inception some 35 years ago. I am currently the co-manager of the Ojai Band aka Ojai Summer Band.

I am the founder and President of Music 4 Kids, a 501c3 organization, granted IRS tax exempt status in April of 2001.

I am the founder and musical director of the Ojai Pops and Ojai Pops Concert Series. This is our 10th anniversary presenting free concerts at Libbey Bowl.

Testimony 2/2

Administrative Report

CONSENT ITEM

TO: CITY COUNCIL

FROM: Robert F. Clark, City Manager

DATE REPORT PREPARED: July 3, 2012

COPY

MEETING DATE: July 10, 2012

SUBJECT: Request to Waive Fees: Rotary Club of Ojai West

Recommendation

Approve the request by the Rotary Club of Ojai West to waive the $50 processing fee and $75 use fee for the Libbey Park Bandstand facility and electricity on all Wednesdays between the Independence Day and Labor Day for use by the Ojai Band until readdressed by future City Council action.

Discussion

The Ojai Band was created in 1991 by Sara Beeby who envisioned the band playing in what is now the Libbey Park Bandstand. In 1996 the grandstand was completed using funds raised by that group. Since that time the 30 person, all volunteer Ojai Band has been performing free concerts in the facility every Wednesday between Independence Day and Labor Day. The Rotary Club of Ojai West now sponsors these concerts and has raised money to do necessary maintenance projects on the structure over the years since the facility's completion.

The Rotary of Ojai West has requested to have the application and user fees waived each year. In the past, the City has held the position that the Ojai Band could use the facility on a first come- first serve basis and informally allowed use of the electricity without Public Works clean up before or after each use.

Although the Rotary Club of Ojai West will not be charged the application or user fee, the organization will provide a certificate of insurance and a user application.

Exhibit 1

Fiscal Impact

The one time application fee is $50 and the user fee is $75 which compensates staff for maintaining the facility use calendar, the scheduling of the Public Works crew to clean the facility making it ready for use, the Public Works crew's labor, and the cost of the electricity. This year there are eight Wednesdays between Independence Day and Labor Day resulting in a loss of $600 in user fees and a loss of a $50 application fee.

Submitted by
Robert F. Clark, City Manager

Approved for forwarding
City Manager's Office

Attachments:
A – Letter from Rotary Club of Ojai West

COPY

Ex 1

2/4

Received City of Ojai
JUN 21 2012
City Manager Dept.

Mayor. Steve Olsen

July 6, 2010

Mayor Pro Tem Carol Smith
Council Member Sue Horgan
Council Member Betsy Clapp
Council Member: Paul Blatz

Dear Council Members

The Ojai Band is ready to start its twentieth season As you know, this is a very popular free concert for our community. All involved volunteer their time, talent and finances to make this happen each summer. The Rotary Club of Ojai West has again volunteered to provide music, set up the bandstand and clean up after the concert at no cost to the city.

The Ojai Band raised the money to build the current bandstand, without the use of city funds and just spent $600.00 to repair and replace broken and missing tiles.

The Public Works Department asked that the band pay the standard fee to reserve and use the bandstand. There has not been a fee in the past for using the bandstand

The Ojai Band and the Rotary Club of Ojai West are asking the council to reserve the bandstand for the exclusive use of the Ojai Band, without a fee, for as long as the Ojai Band exists, on Wednesday evenings between July 4th and Labor Day.

The Rotary Club of Ojai West will provide a certificate of insurance to the city each year (copy enclosed).

Thank you for your consideration

COPY

Stephanie Midgett

President, Rotary Club of Ojai West

Cc: City Manager. Jere Kersnar

Ex 1

TO: FROM:
DATE REPORT PREPARED
MEETING DATE: SUBJECT:
Administrative Report
CONSENT ITEM
CITY COUNCIL
Robert F. Clark, City Manager
July 3, 2012
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A — Letter from Rotary Club of Ojai West
Page 2 of 2
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Stephanie Mldgett
President, Rotary Club of Ojai West Cc: City Manager. Jere Kersnar
Attachment A Page 1 of 1

COPY

Ex 1

4/4

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI GRANTING LEGACY STATUS AND A PERMANENT FEE WAIVER FOR USE OF LIBBEY BOWL AND THE LIBBEY PARK GAZEBO TO FOUR LONG-STANDING COMMUNITY ARTS AND CULTURAL ORGANIZATIONS

DRAFT

WHEREAS, the City of Ojai has a longstanding tradition of supporting free, community-based arts, cultural, and educational programming presented at Libbey Bowl and the Libbey Park Gazebo ("the Venues"); and

WHEREAS, on June 12, 2010, the City of Ojai and the Ojai Band / Rotary Club of Ojai West entered into a letter agreement providing for long-term, no-fee use of City venues in recognition of that organization's sustained contribution of free public programming to the Ojai community; and

WHEREAS, the Ojai Band (aka Ojai Summer Band) is now in its 35th year of presenting free Wednesday evening concerts at the Libbey Park Gazebo; and

WHEREAS, the Ojai Story Telling Festival / Performances to Grow On has presented free storytelling programming at Libbey Bowl for 26 years; and

WHEREAS, the Ojai Film Society has been in existence for 38 years and has presented programming at Libbey Bowl for the past 10 years; and

WHEREAS, Ojai Pops / Music 4 Kids (Ojai Pops Orchestra and Ojai Pops Concert Series) has presented free concerts at Libbey Bowl since 2016; and

WHEREAS, each of these organizations has requested that the City Council grant "Legacy Status" and a complete waiver of City fees for its continued, recurring use of the Venues, as set forth in the organizations' joint letter to the City Council referenced above; and

WHEREAS, the City Council finds that these four organizations have provided sustained, free, public-benefit cultural programming to the Ojai

Exhibit 2

1/4

community over many years, and that continuing to support their use of the Venues on a fee-waived basis serves the public interest;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ojai as follows:

Section 1. Grant of Legacy Status.

The City Council hereby designates the following organizations as "Legacy Organizations" of the City of Ojai, in recognition of their sustained history of free public programming presented at Libbey Bowl and/or the Libbey Park Gazebo:

- Ojai Band (aka Ojai Summer Band)
- Ojai Story Telling Festival / Performances to Grow On
- Ojai Film Society
- Ojai Pops / Music 4 Kids (Ojai Pops Orchestra and Ojai Pops Concert Series)

DRAFT

Section 2. Fee Waiver.

All City fees otherwise associated with the use of Libbey Bowl and/or the Libbey Park Gazebo by the Legacy Organizations for the purposes and dates described in Section 3 below are hereby waived in full.

Section 3. Approved Recurring Use.

The following recurring use of the Venues by the Legacy Organizations is hereby approved:

- Ojai Band: Use of the Libbey Park Bandstand for 8 Wednesday evenings per year, from July 3 through Labor Day, for free public concerts.
- Ojai Story Telling Festival / Performances to Grow On: Use of Libbey Bowl for 6 dates per year, to be selected by the organization and submitted to the City between 4 months and 2 years in advance of each event.
- Ojai Film Society: Use of Libbey Bowl for Friday evening film screenings every two weeks, beginning August 15 of each year.

Ex. 2

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- Ojai Pops / Music 4 Kids: Use of Libbey Bowl for 6 Sundays per year, from September 1 through November 7, for free public concerts.

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Section 4. Duration.

The Legacy Status and fee waiver granted herein shall remain in effect indefinitely, on a year-to-year recurring basis as described in Section 3, unless and until amended, suspended, or revoked by resolution of a future Ojai City Council.

Section 5. Administrative Conditions.

Nothing in this Resolution relieves the Legacy Organizations of the obligation to (a) coordinate scheduling annually with the City department responsible for the Venues; (b) comply with all applicable City ordinances, noise regulations, and public safety requirements; and (c) provide proof of insurance and any indemnification required by the City for use of public facilities.

Section 6. Severability.

If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

Section 7. Effective Date.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Ojai this ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

Ex. 2

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ABSTAIN:

_____

Mayor, City of Ojai

ATTEST:

_____

City Clerk, City of Ojai

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Ex. 2

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Proposed Revision to Section E — Challenge Date System for Booking Events

DRAFT

Ojai Valley Music Management and Operating Agreement

The following is proposed replacement language for Section E of the Agreement. Unchanged provisions are included for context; new or revised text appears in subsections E.iii, E.iv(6), and E.iv(7).

E. Challenge Date System for Booking Events.

i. The parties recognize that certain times during the Operating Season are more desirable due to a variety of factors, including higher audience turnout and weather conditions. Therefore, the Operating Season shall be divided into two tiers: (1) Tier 1 is May 1st through October 31st and (2) Tier 2 is November 1st through April 30th.

Priority to the parties for Events shall be given in accordance with this subsection. Notwithstanding the provisions in this subsection, the City reserves the right to hold Legacy Events during the Operating Season. OVM shall have no right of refusal for dates reserved for Legacy Events, as provided by this subsection.

ii. The parties agree to assess the performance and the efficacy of the Challenge Date System before the commencement of the third year of the term, but no later than November 15, 2026. Before that time, either party may initiate a renegotiation of the terms governing the Challenge Date System set forth in this Agreement upon the occurrence of any of these events:

(1) A material change in the market conditions affecting event promotion, including but not limited to changes in consumer behavior, media consumption patterns, or competition within the industry; or

Exhibit 3

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(2) Significant feedback from the community that justifies a reevaluation of the current model for the Challenge Date System or direction from the City Council to modify the Challenge Date System.

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iii. Priority for Legacy Organizations.

Notwithstanding subsection iv below, each of the following four organizations (each, a "Legacy Organization") shall be entitled to an annual first right of refusal for its recurring dates at the Bowl during Tier 1 of the Operating Season, ahead of OVM's booking process described in subsection iv:

(1) Ojai Band / Ojai Summer Band: the Gazebo for eight (8) Wednesday evenings, July 3 through Labor Day;

(2) Ojai Story Telling Festival / Performances to Grow On: six (6) dates at the Bowl, selected four (4) months to two (2) years in advance;

(3) Ojai Film Society: Friday evening screenings at the Bowl every two weeks, beginning August 15; and

(4) Ojai Pops / Music 4 Kids: six (6) Sundays at the Bowl, September 1 through November 7.

Each Legacy Organization shall submit its requested dates for the coming year (and, where helpful, up to two years in advance) to the City by a fixed annual deadline set by the City Council. The City shall confirm and reserve those dates before OVM finalizes its own talent bookings for the applicable Tier 1 period. Once reserved under this subsection, OVM shall have no right of refusal for such dates, consistent with the treatment afforded to Legacy Events under subsection i.

iv. Booking Priority for Remaining Tier 1 Dates.

During Tier 1 of the Operating Season, and excluding (a) dates reserved for Legacy Events under subsection i and (b) dates reserved by a Legacy Organization under subsection iii, priority for the remaining available dates ("Available Tier 1 Dates") shall be allocated between OVM and other applicants as follows:

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(1) OVM may reserve up to the first forty (40) Available Tier 1 Dates for the Operating Season.

(2) Once OVM has reserved up to forty (40) Available Tier 1 Dates under (1) above, or has declined to reserve the full forty (40), the next forty (40) Available Tier 1 Dates shall be reserved by other applicants, in the order in which their applications for such dates are received by the City.

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(3) Following the allocation of dates under (1) and (2) above, any remaining Available Tier 1 Dates shall be allocated in alternating blocks of ten (10) dates, beginning with OVM, then to other applicants in the order in which applications are received, and continuing to alternate in blocks of ten (10) dates between OVM and other applicants until all Available Tier 1 Dates for the Operating Season have been allocated.

(4) If, at any point in the sequence described in (1) through (3) above, OVM or other applicants decline to reserve the full block of dates then available to them, the unreserved dates in that block shall carry over and be offered to the other party (OVM or other applicants, as applicable) before the parties proceed to the next block in the sequence.

(5) For purposes of this subsection, "other applicants" means any person or entity, other than OVM, a Legacy Organization, or the City with respect to Legacy Events, seeking to reserve a date for an Event at the Bowl.

(6) Release of Reserved Dates.

Any party holding a reserved date under (1), (2), or (3) above — including OVM or an other applicant — may release that date at any time, without obligation to select a substitute date, by written notice to the City. This release right is not subject to the ninety (90) day restriction in paragraph (7)(C) below, as a release only returns a date to the available pool and does not displace any other party's reserved date.

A released date shall immediately become an Available Tier 1 Date and shall be offered in accordance with the priority order otherwise applicable under this subsection iv at the time of release.

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(7) OVM Date Substitution.

OVM may, at its election, release a date it has previously reserved under (1) above (a "Released Date") and select a different, then-currently-unreserved Available Tier 1 Date in its place (a "Substitute Date"), subject to the following conditions:

(A) The Substitute Date must be an Available Tier 1 Date that has not, at the time of the substitution, been reserved by the City for a Legacy Event, reserved by a Legacy Organization under subsection iii, or reserved by another applicant under this subsection iv.

(B) A substitution under this paragraph (7) does not increase OVM's total allocation of dates under (1) above. Each substitution counts as one of OVM's forty (40) reserved dates; OVM's reservation of the Substitute Date and release of the Released Date shall occur simultaneously.

(C) OVM may not exercise this substitution right — that is, select a Substitute Date — within ninety (90) days before the reserved date it seeks to replace. Once a reserved date is within ninety (90) days, it may no longer be substituted under this paragraph (7), though it remains subject to release without substitution under paragraph (6) above at any time.

(D) OVM shall notify the City in writing of any substitution made under this paragraph (7), identifying both the Released Date and the Substitute Date, promptly and in no event later than five (5) business days after the substitution.

v. Tier 2 Booking Priority.

During Tier 2 of the Operating Season, priority shall be given to the City and the public for use of the Bowl. During Tier 2, this process applies:

(1) The City may offer dates in Tier 2 of the Operating Season to the public to submit applications for Events.

(2) If OVM desires to book an Event during Tier 2 of the Operating Season, OVM shall notify the City in writing of the requested date(s). The City shall confirm whether OVM may proceed with reserving the date. Excluding

Ex 3 4/5

Legacy Events, if there is a conflict, the parties agree to meet and confer to identify suitable alternative dates to facilitate both Events.

vi. Monthly Reporting.

OVM shall provide City an up-to-date complete list of all dates and times which an Event will occur at the Bowl monthly, no later than the first working day of each month.

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