AGENDA

CITY COUNCIL REGULAR MEETING

TUESDAY, AUGUST 25, 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 25, 2026 - Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. **Food Share Ventura County Chief Development Officer, Jennifer Caldwell, to provide a report on local services provided.**
   Presentation Slides

COMMISSION REPORTS

CITY MANAGER'S REPORT

PUBLIC COMMUNICATIONS

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

CONSENT CALENDAR

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

2. **City Council Minutes**
   RECOMMENDATION: Approve.
   08-04-26 Special Meeting
   08-11-26 Regular Meeting

3. **Planning Commission Minutes**
   RECOMMENDATION: Received and file.
   07-01-26 PC Regular Meeting
   07-15-26 PC Regular Meeting

4. **City of Ojai Warrants for July 27 - August 16, 2026**
   RECOMMENDATION: Receive and file.
   Administrative Report - Warrant Report
   Attachment A - Warrant Register
   Attachment B - Disbursement by Category
   Warrant Report Cover

5. **Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of July 31, 2026**
   RECOMMENDATION: Receive and file.
   Administrative Report -Treasurers Report July 2026
   Attachment A -Treasurer's Monthly Report July 2026
   Exhibit A - Cash & Investment Summary July 2026

6. **Approve Addendum to Fire Alarm Monitoring Contract with JMG Security Systems**
   RECOMMENDATION: Approve the addendum to the fire alarm monitoring contract with JMG Security Systems for the installation of new smoke detection equipment in the gymnasium at 510 Park Road in the amount of $17,488, as detailed in the submitted contract documents and in accordance with applicable state and local fire safety codes.
   Administrative Report - Recreation Gym Fire Alarm Services
   Attachment A - Addendum, Agreement No. 2026-104
   Attachment B - Agreement

7. **County of Ventura Civil Grand Jury Report Regarding Ojai Permanent**

Supportive Housing Project
RECOMMENDATION: Approve the proposed response to the County of Ventura Civil Grand Jury Report.
Administrative Report - Civil Grand Jury Report OPSHP
Attachment A - Civil Grand Jury Report, Including Attachments
Attachment B - Proposed Response to Civil Grand Jury Report â€“ Clean Copy
Attachment C - Proposed Response to Civil Grand Jury Report â€“ Redline Copy

DISCUSSION

8. **County of Ventura Civil Grand Jury Report Regarding Countywide Response to Public Complaints About Fireworks *(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 - Grand Jury Fireworks
Attachment A - Report
Attachment B - Proposed Response

9. **Introduce Ordinance No. 974 Amending Article 5 of Chapter 3 of Title 4 of the Ojai Municipal Code to Add Section 4-3.511 Prohibiting the Use of Libbey Park Tennis Courts For Any Activity Other Than Tennis (*City Council Direction)***
RECOMMENDATION:
    1. Introduce, for first reading by title only with further reading waived, Ordinance No. 974 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA AMENDING ARTICLE 5 OF CHAPTER 3 OF TITLE 4 OF THE OJAI MUNICIPAL CODE TO ADD SECTION 4-3.511 PROHIBITING THE USE OF LIBBEY PARK TENNIS COURTS FOR ANY ACTIVITY OTHER THAN TENNIS, and;
    2. Direct staff to return to the City Council for second reading and adoption of the Ordinance at the September 8, 2026, City Council Meeting.

Administrative Report - Tennis Court Ordinance
Attachment A - Ordinance No. 974

10. **City of Ojai Artificial Intelligence (AI) Use Policy *(Operational Need)***
RECOMMENDATION: Adopt the City of Ojai Artificial Intelligence (AI) Use Policy, establishing a governance framework for the responsible use of AI systems across all City departments.
Administrative Report - AI Use Policy
Attachment A - Policy

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS

ADJOURNMENT

Posted August 21, 2026, at 1:00 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.

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Written Public Comments - August 25 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.

FOOD SHARE
ventura county

BECAUSE NO ONE SHOULD GO HUNGRY.



FOOD SHARE
ventura county

How Food Share Works



Purchased



Food Drives



Retail Stores



Ag Partners



Gleaning

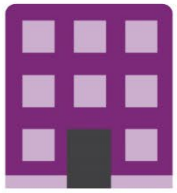


USDA/Government





Pantries



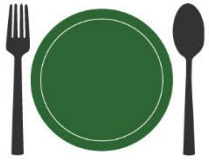
Shelter/Group Homes



After School Programs



Drive-Thru Distributions



Congregate Meal Sites

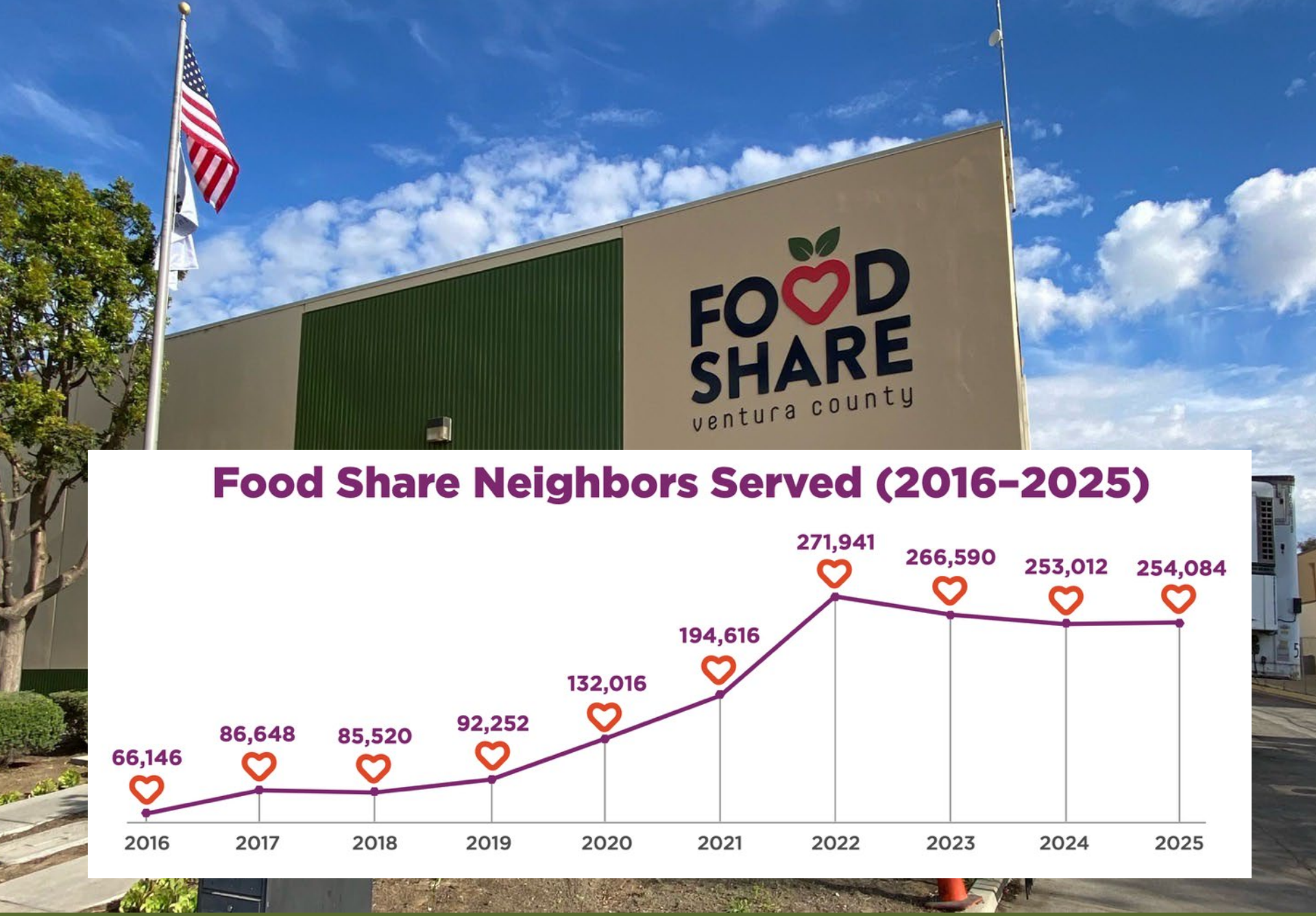


Senior Kits

The State of Hunger in Ventura County

FOOD SHARE
ventura county





Food Share Neighbors Served (2016–2025)

2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
66,146	86,648	85,520	92,252	132,016	194,616	271,941	266,590	253,012	254,084

1 IN 4 PEOPLE IN VENTURA COUNTY NEEDED FOOD ASSISTANCE LAST YEAR.

254,000
neighbors served annually

21,218,938
pounds of food distributed

17,682,448
meals provided

37%
of all food distributed was fresh produce

$67,393,830
retail value of food distributed

112,643
pounds of produce gleaned

200
pantry partners and programs

4,301
volunteers donated 47,538 hours

30%
of Ventura County population served

FOOD SHARE
ventura county

State of Hunger in Ojai Valley

Pounds of Food Distributed	334,303
# of Meals Provided	278,586
# of People Served Through Pantries	4,231
Total County Population (2020 Census)	13,805
% of City Population Served	30.65%
# of Agency Partners	8
# of Retail Rescue Partners	1
Retail Value of Food Distributed	$1,064,088

FOOD SHARE ventura county

Partner Pantries in Ojai

Help of Ojai *

- Pantry
- Total Pounds Distributed: 176,426

St. Thomas Aquinas

- Pantry & Senior Box
- Total Pounds Distributed: 115,318

Secure Beginnings *

- Diapers only location
- Total Diapers Given by Food Share: 70,690

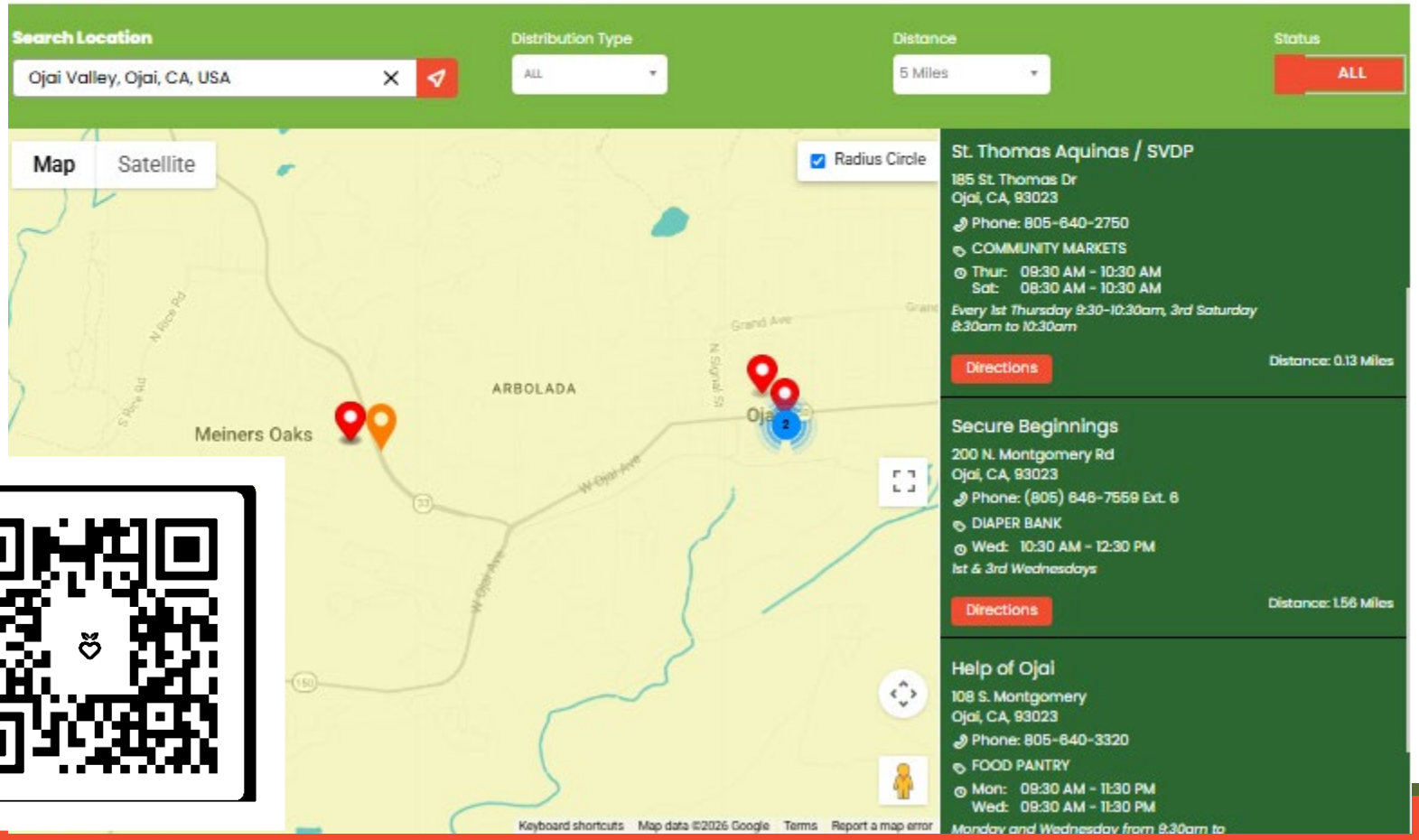
* Ojai City Limits

FOOD SHARE
ventura county

Find Free Food NOW!

Search the map below to easily find sources of free food available in your area today!

Prefer using your phone? **Download our app** to quickly find free food sources near you—anytime, anywhere.



Hunger Relief in Action





College Park Drive-Thru Dist.

WEEKLY: 1,000 CARS/5500 INDIVIDUALS





Serving our Unhoused

70,000 KITCHEN FREE BAGS





Serving our Farmworkers

EST. 45,000 FARMWORKERS IN VENTURA COUNTY





Feeding our Seniors

3,500 SENIOR BOXES MONTHLY





Kids Programs

KIDS FARMERS MARKETS & KIDS KITCHEN



Photo by: Juan Carlo/The Star

The Need Continues


THIS IS BIG.
FOOD SHARE
ventura county
feeding our future

FOOD SHARE
ventura county

All Under One Roof




FOOD
SHARE
ventura county

FOOD SHARE
ventura county

feeding our future






FOOD SHARE
ventura county
FOOD SHARE VENTURA COUNTY
Together, we can
feed our future.

FOOD SHARE
ventura county

feeding our future

By purchasing a personalized paver at the entrance of our new building, you will become a permanent part of a shared vision where no one goes hungry.



Help us pave the way

www.foodshare.com/pavers

Thank You!

FOOD SHARE
ventura county



MINUTES

CITY COUNCIL SPECIAL MEETING

TUESDAY, AUGUST 4, 2026, 6:00 PM

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

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, and Chief Deputy City Clerk Montgomery.

PLEDGE OF ALLEGIANCE

Chief Deputy City Clerk Montgomery led the Pledge of Allegiance.

APPROVAL OF AGENDA

ACTION: It was moved by Mayor Gilman, seconded by Mayor Pro Tem Mang, to approve the agenda.

The motion carried unanimously.

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code § 54956.9(d)(1))**
   Name of case: Leslie Rule v. City of Ojai, Ventura County Superior Court Case No. 2025CUPT055697

CITY ATTORNEY'S REPORT OUT OF CLOSED SESSION

City Attorney Burgess reported out of Closed Session. No reportable action was taken.

ADJOURNMENT

Mayor Gilman adjourned the meeting at 7:00 p.m.

_____
Weston Montgomery, Chief Deputy City Clerk
Approved:

MINUTES

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

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, and Chief Deputy City Clerk Montgomery.

PLEDGE OF ALLEGIANCE

Chief Deputy City Clerk Montgomery led the Pledge of Allegiance.

APPROVAL OF AGENDA

ACTION: Unanimous consent reached through the Mayor, to approve the agenda of the August 11 Regular Meeting, with Item 14 being heard as the first discussion item.

COMMISSION REPORTS

CITY MANAGER'S REPORT

City Manager Harvey provided an oral report.

PUBLIC COMMUNICATIONS

CONSENT CALENDAR

1. **City Council Minutes**
   RECOMMENDATION: Approve.

2. **City of Ojai Warrants for June 22 - July 26, 2026**

RECOMMENDATION: Receive and file.

3. **Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of June 30, 2026**
   RECOMMENDATION: Receive and file.

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.

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.

6. **Approval of Amendment No. 1 to the Interagency Agreement with the Ventura County Transportation Commission (VCTC) for Senate 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.

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.

Council Member Lang pulled Items 5 and 6 for discussion.

Council Member Rule pulled Item 2 for discussion

MOTION: It was moved by Mayor Gilman, second by Council Member Lang, to approve Consent Calendar Items 1, 3, 4, and 7.

The motion carried unanimously.

Item 2

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

The motion carried 4-1. (Council Member Rule abstaining.)

Item 5

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

The motion carried unanimously.

Item 6

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

The motion carried unanimously.

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.

Consensus on Council direction to staff reached through the Mayor, with no motion or action needed, as approved by the City Attorney. The City Council reviewed the proposed responses and provided revisions. Consensus reached on revision requests and direction provided to have the response return on the Consent Calendar at the next regular meeting, to allow an additional opportunity to review and revise if so desired.

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.

MOTION: It was moved by Council Member Lang, second by Mayor Gilman, to approve the proposed Amendment with revisions as directed by the City Council.

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

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.

MOTION: It was moved by Council Member Lang, second by Mayor Gilman, to approve, working with Help of Ojai and County of Ventura and experts to further develop the RFP, returning in September, and designating Council Members Rule and Whitman to work in an ad-hoc capacity.

The motion carried unanimously.

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.

Item 11 was continued.

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

Item 12 was continued.

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.

Item 13 was continued.

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.

MOTION: It was moved by Mayor Gilman, second by Council Member Lang, to approve continuing the contract – with revised list returned to Council in 30-days.

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

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.

Item 15 was continued.

COUNCIL MEMBER'S REPORTS

Council Member Whitman provided a Planning Commission Liaison report.

Mayor Gilman provided a Public Safety Commission Liaison report and a water adjudication report.

FUTURE AGENDA ITEMS

ADJOURNMENT

Mayor Gilman adjourned the meeting at 10:30 p.m.

_____
Weston Montgomery, Chief Deputy City Clerk
Approved:

MINUTES
OJAI PLANNING COMMISSION
July 1, 2026

Call to Order

Chair Murphy called the *regular* meeting of the Ojai Planning Commission to order on Wednesday, July 1, 2026, at 6:00 p.m. (In-person and via teleconference).

Roll Call

On a call of the roll, the following Planning Commissioners were present in person: Chair Murphy, and Commissioners Hanson, Rice Schmidt and Steward.
Absent: Vice Chair Chesley
City staff present: Lucas Seibert, Community Development Director, Darren Zeigler, Senior Counsel, John Cardenas, Senior Counsel, and Shari Herbruck, Principal Planning and Building Technician.

Pledge of Allegiance Commissioner Hanson

Approval of the Agenda The Commission approved the agenda as submitted.

Public Communication Kim Mang spoke on behalf of Andrew Whitman.

Consent Item(s)

1. Minutes of the Regular Meeting of Planning Commission June 17, 2026

Motion: Commissioner Rice Schmidt moved and Commissioner Hanson seconded the motion to approve June 17, 2026, regular PC meeting minutes as submitted.
The motion passed as follows:
AYES: Hanson, Murphy, Rice Schmidt, Steward
NOES: None
ABSENT: Chesley

Disclaimer of Site Visits and Ex-parte Contacts

All Commissioners reported. Commissioner Rice Schmidt stated she will recuse from the Public Hearing Item No. 2.

Commissioner Rice Schmidt recused herself from this item as she owns property within 500' radius of the site.

Public Hearing Item(s)

2. Design Review Permit (DRP 26-004) | Reduction in size from the 2016 Planning Commission approval regarding the Phase II Residential Units which are Addressed 312-B West Aliso Street, 312-C West Aliso Street, and 314-B West Aliso Street within the existing development referred to as, Cottages Among the Flowers, Accessor Parcel Numbers, 020-0-250-035, 020-0-250-045, and 020-0-250-085; Zoning Designation of Multi-Family Residential, Medium High Density (R-2). General Plan Designation: Medium High Density Residential (MHR 8 du/ac). Applicant: Jeff Becker, Property Owner: Ojai Bungalows LP.

   Chair Murphy opened the item and turned the time over to staff
   Staff – Director Seibert presented the staff report and showed a PowerPoint.

   Questions for staff
   The Commission asked questions.

   Chair Murphy opened the public hearing item for public comments
   Speakers: In person: Anita Cramm. Virtually: None.
   Chair Murphy closed the public hearing comment period

   The Commission deliberated and Chair Murphy invited a motion.

Motion: Commissioner Steward moved and Commissioner Hanson seconded the motion to adopt PC Resolution No. 26-06 approving with the associated findings and conditions to reduce the size to the three residential units associated with Phase II of the Cottages Among the Flowers project located at 312-B, 312-C, and 314-B West Aliso Street.

The motion passed as follows:

AYES:	Hanson, Murphy, Steward
NOES:	None
ABSENT:	Chesley
RECUSED:	Rice Schmidt

Commissioner Rice Schmidt returned to the dais.

Informational Item(s)

3. Future Agenda Items
   The Commission received a report from Director Seibert.

Director's Report – Director Seibert announced this is the last meeting for Darren Zeigler, Senior Counsel and asked Mr. Zeigler to comment. Director then turned the time over to the new Attorney, John Cardenas, to introduce himself, as he will be the replacement Senior Counsel for the Planning Commission.

Director Seibert reported he will bring the proposed revisions to the Tree Ordinance to the Planning Commission for review.

Commission Member Report - None

Adjournment

There being no further business brought before the Commission, Chair Murphy adjourned the meeting at 6:50 p.m.

Respectfully submitted by: _____
Shari Herbruck, Planning Commission Secretary

Reviewed by: _____
Lucas Seibert, Community Development Director

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

MINUTES
OJAI PLANNING COMMISSION
July 15, 2026

Call to Order

Chair Murphy called the *regular* meeting of the Ojai Planning Commission to order on Wednesday, July 15, 2026, at 6:00 p.m. (In-person and via teleconference).

Roll Call

On a call of the roll, the following Planning Commissioners were present in person: Chair Murphy, Vice Chair Chesley, and Commissioners Hanson, Rice Schmidt and Steward.
Absent:
City staff present: Lucas Seibert, Community Development Director, Shari Herbruck, Principal Planning and Building Technician.

Pledge of Allegiance Commissioner Hanson

Approval of the Agenda The Commission approved the agenda as submitted.

Public Communication None

Consent Item(s)

1. Minutes of the Regular Meeting of Planning Commission July 1, 2026

Motion: Commissioner Hanson moved and Commissioner Steward seconded the motion to approve July 1, 2026, regular PC meeting minutes as submitted.
The motion passed as follows:
AYES: Hanson, Murphy, Rice Schmidt, Steward
ABSTAIN: Chesley

Disclaimer of Site Visits and Ex-parte Contacts
All five Commissioners reported

Public Hearing Item(s)

2. Appeal of Director Decision (MISC 26-016) | Regarding penalties imposed by the Community Development Director pursuant to Section 4-11.13 (Enforcement) of the City of Ojai Municipal Code, for violation related to removing a protected coast live oak without benefit of permit, located at 52 Krotona Street, aka 12401 N. Ventura Avenue within in the IR3 Zoning District. Assessor's Parcel Number: 018-0-050-120. Representative/Arborist: Bill Mellett, Landscape and Design. Property Owner: Krotona Institute Theosophy. Appellant: Elena Dovalsantos.

   Chair Murphy opened the item and turned the time over to staff
   Staff –Principal Planner Macaluso presented the staff report.

Chair Murphy invited the Krotona applicants and representatives to speak.
Ryan Blatz, Attorney, Bill Mellett, Landscape Architect & Arborist, Elena Dovalsantos, President, Krotona Institute, Maria Parisen, Secretary, Krotona Institute, Liz, Krotona resident.

Chair Murphy opened for public comments
Speakers: Bill Miley.
Chair Murphy closed the public comment period

Questions for staff
The Commission asked staff questions.

The Commission deliberated and discussed details with the project Arborist and made a modification to the original decision.

Motion: Commissioner Rice moved seconded the motion to grant the appeal and deny the director's decision to require penalties as specified in the Conditions of Approval with the new condition the applicant plant one new 15-gallon oak tree and pay an additional tree permit fee, and the planting be under the supervision of a licensed arborist. The motion failed without a second to the motion.

There was further discussion by the commission, staff, project attorney, and city attorney.

Motion: Chair Murphy moved and Commissioner Steward seconded the motion to grant the appeal and revise the Conditions of Approval to bring back a new revised resolution requiring the applicant to plant two new 24-inch box coast live oak trees and pay an additional tree permit fee of $225.00, and the planting be under the supervision of a licensed arborist.
The motion passed as follows:
AYES: Chesley, Hanson, Murphy, Steward
NOES: Rice Schmidt

Discussion Item(s)

3. Design Review Permit (DRP 25-011), Conditional Use Permit (CUP 26-005), Zone Change (ZC 25-002), General Plan Amendment (GPA 25-001) | Regarding the Adaptive Reuse of a Former Online College/Office Use to a Health Spa & Wellness Center Use, Zone Change from Public, Quasi-Public (P-L) to Village Mixed Use (VMU), and General Plan Land Use Amendment from Public/Quasi-Public (P) to Village Mixed Use (VMU); located at 107 North Ventura Street (Formerly: World University) – Assessor's Parcel No. 021-0-106-040 and currently residential use at 107 W. Matilija Street Assessor's Parcel No. 021-0-106-030. The existing General Plan Land Use Designation of the subject site is Public/Quasi-Public (P) and existing Zoning Classification of the subject site is Public, Quasi-Public (P-L). Property Owner: 107 Ventura LLC. Applicant/Representative: Jeremy McBride.

Chair Murphy opened the item and turned the time over to staff
Staff –Director Seibert presented the staff report.

Chair Murphy invited the owners/applicants to speak.
Jeremy McBride, owner, spoke and explained details of the proposal. Joe Andrulaitis, Architect, explained further.

The Commission had a question and answer discussion with staff, Mr. McBride and Mr. Andrulaitis.

Speakers: Chair Murphy opened public comments

In person, Bill Miley, Larry Steingold.

Virtually: Ginger Anderson, Brownstein Hyatt Farber Schreck, Law Firm for the owners, spoke about the proposed lot merger and zone change.
Chair Murphy closed the public comment period

Questions for staff
The Commission asked staff questions and staff responded.

The Commission provided comments.

Informational Item(s)

4. Future Agenda Items
   The Commission received a report from Director Seibert.

Director's Report – Director Seibert reported on weekly meeting he is holding with the General Plan Consultant and some of the Elements will be coming to the Planning Commission for review and comment.

Commission Member Report - None

Adjournment

There was no further business being brought before the Commission, Chair Murphy adjourned the meeting 9:21 p.m.

Respectfully submitted by: _____
Shari Herbruck, Planning Commission Secretary

Reviewed by: _____
Lucas Seibert, Community Development Director

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

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **August 25, 2026**

SUBJECT: **City of Ojai Warrants for July 27, 2026 – August 16, 2026**

RECOMMENDATION
Receive and file.

DISCUSSION
Disbursement Warrant Check Numbers: 81051-81160
Payroll Warrant Check Numbers: 38426-38429
Number of Direct Deposits: 68

City of Ojai Disbursement Warrants for General Fund and Special Revenue Funds		$ 1,733,353.07
Payroll – August 06, 2026		130,294.99
	Total	$ 1,863,648.06

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
81051	**AllConnected, Inc.** June 2026 IT Auxiliary Support	07/30/2026	907.50
81052	**Aqua-Flo Supply** Supplies for Citywide Maintenance	07/30/2026	1,722.03
81053	**Timothy Bowen** Recreation Class- Lego Camp	07/30/2026	1,560.00
81054	**Cail Burkett** June 2026 Lifeguard Staffing	07/30/2026	125.00
81055	**Carahsoft Technology Corporation** IT Security Training	07/30/2026	1,362.37
81056	**Fred's Tire Man** June 2026 PW Trailer Repair	07/30/2026	140.31
81057	**Greg Rents** June 2026 PW Equipment Rental	07/30/2026	1.00
81058	**E.J. Harrison & Sons** June 2026 Rolloff Dumpster Rental	07/30/2026	60.93
81059	**Terry Kvasnik** Recreation Class- Parkour & Qi Gong	07/30/2026	585.00
81060	**Ojai Music Festival** May 2026 Music Festival Restroom Rental	07/30/2026	4,318.14
81061	**Raimi & Associates Inc** April & May 2026 General Plan Update	07/30/2026	13,933.20
81062	**Tripepi Smith and Associates, Inc.** May 2026 Communication Support	07/30/2026	193.75
81063	**Verizon Wireless** June 2026 City Cell Phone	07/30/2026	72.72
81064	**Westridge Market Inc** June 2026 Supplies for City Council Meetings	07/30/2026	746.64
81065	**Susan Yuen** Recreation Class- Japanese Drums	07/30/2026	910.00
81066	**AllConnected, Inc.** Microsoft 365 Annual Licensing Fee	07/30/2026	600.00
81067	**California State Disbursement Unit** July 2026 Payroll Expense	07/30/2026	195.88

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
81068	**Canon Financial Services, Inc.** July 2026 Copy Machine Lease	07/30/2026	171.27
81069	**Chakra Investments, Inc.** Trolley Advertising Frames	07/30/2026	6,768.28
81070	**Colonial Life & Accident Ins** July 2026 Payroll Expense	07/30/2026	716.14
81071	**Delta Liquid Energy** July 2026 Trolley Fuel	07/30/2026	1,103.15
81072	**Emmanuel A Mendez** July 2026 City Transit Wash	07/30/2026	1,000.00
81073	**Explore Ecology** Recreation Summer Camp Field Trip	07/30/2026	350.00
81074	**Franchise Tax Board** July 2026 Payroll Expense	07/30/2026	100.00
81075	**Fred's Tire Man** July 2026 PW Truck Repair	07/30/2026	1,153.09
81076	**Geoffrey T Black** Fall 2026 Activity Guide	07/30/2026	1,485.00
81077	**Johannes M Pouw** Recreation Class- Baseball	07/30/2026	1,049.10
81078	**Terry Kvasnik** Recreation Class- Mindful Movement	07/30/2026	1,140.75
81079	**Lincoln National Life Insurance Co** July 2026 Payroll Expense	07/30/2026	2,886.03
81080	**Martin's Ojai Locksmith** July 2026 Service Call for Door Handle Repair	07/30/2026	275.00
81081	**Meiners Oaks Hardware** Supplies for Citywide Maintenance	07/30/2026	357.61
81082	**Metropolitan Life Insurance Company** July 2026 Payroll Expense	07/30/2026	4,967.27
81083	**Allen Olsen** Employee Reimbursement	07/30/2026	10.00
81084	**Prudential Overall Supply** Public Works Cleaning Supplies & Clothing Allowance	07/30/2026	404.44

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
81085	**Puretec Industrial Water** July 2026 Industrial Water for Trolley	07/30/2026	435.57
81086	**Lisa Sauvageau** Ojai Day 2026 Mandala Funding	07/30/2026	7,000.00
81087	**Jan C. Scow** July 2026 Tree Site Evaluations	07/30/2026	350.00
81088	**SSD Systems** IT System Installation	07/30/2026	815.81
81089	**VC Fusion Soccer** Recreation Class- Soccer Camp	07/30/2026	1,935.00
81090	**Agromin** Mulch & Compost for City Parks	08/06/2026	1,134.18
81091	**CA Dept of Tax and Fee Administration** 2025 Sales and Use Tax Remittance	08/06/2026	3,016.92
81092	**E.J. Harrison & Sons** June 2026 Rolloff Dumpster Rental for OTT	08/06/2026	791.30
81093	**Ojai Valley Green Coalition** June & July 2026 City Hall Campus Agreement	08/06/2026	15,454.19
81094	**Phoenix Group Info Systems** June 2026 Parking Citation Fees	08/06/2026	158.39
81095	**Springbrook Holding Company, LLC** April 2026 Electronic Timesheet Setup	08/06/2026	7,125.00
81096	**StoreRite** May 2026 City Hall Shredding	08/06/2026	40.00
81097	**Ventura County Animal Services** April - June 2026 Animal Services Agreement	08/06/2026	31,044.26
81098	**Advantage Mailing, LLC** Fall 2026 Recreation Guide	08/06/2026	12,567.65
81099	**Agromin** Mulch & Compost for City Parks	08/06/2026	1,018.88
81100	**Delta Liquid Energy** July 2026 Trolley Fuel	08/06/2026	682.20
81101	**EDC-VC** Annual Business Enhancement Board Dues & Film Commission Contribution	08/06/2026	3,100.00

Check Register

Check Summary By Check Number

Check No	Vendor Name		Check Date	Check Amount
81102	**EEG Enterprises**		08/06/2026	2,000.00
	City Council Meetings Live Text Subscription			
81103	**Help of Ojai Inc.**		08/06/2026	4,500.00
	July 2026 ADA Transportation Support			
81104	**Gregory Kiley**		08/06/2026	3,000.00
	July 2026 Government Relations Service			
81105	**Ojai Auto Supply**		08/06/2026	68.59
	July 2026 Supplies for Trolley Maintenance			
81106	**Pitney Bowes Global Financial Services LLC**		08/06/2026	184.30
	May - August 2026 Postage Machine Lease			
81107	**Shine Wash Inc**		08/06/2026	91.97
	July 2026 City Vehicles Wash			
81108	**Aleshire & Wynder LLP**		08/13/2026	105,551.00
	June 2026 Services			
	General Services	33,994.50		
	Special Projects	1,947.50		
	Litigation	16,926.00		
	Labor & Employment	7,993.00		
	Planning	16,569.00		
	Public Works - Engineering	1,347.50		
	Park & Recreation	1,171.00		
	Police	154.00		
	Code Enforcement	828.50		
	Housing	588.50		
	Becker Development	2,695.00		
	Real Property	1,963.50		
	Public Records	7,726.50		
	Finance - TOT	115.50		
	Permanent Supportive Housing Project (reimbursable)	11,531.00		
81109	**CA Dept of Justice**		08/13/2026	160.00
	June 2026 Fingerprinting Fees			
81110	**California Building Standards**		08/13/2026	77.40
	April - June 2026 Building Standards Permit Fees			
81111	**County of Ventura Public Works Agency**		08/13/2026	38,542.35
	Annual Ventura River Algae TMDL City Portion			
81112	**Division of the State Architect**		08/13/2026	297.88
	April - June 2026 State Disability Access Fee			
81113	**Firestick Pottery**		08/13/2026	406.00
	Recreation Class- Pottery			

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
81114	**Lucy Walker Grace** Recreation Class- Dog Training	08/13/2026	1,191.66
81115	**Gregory Kiley** June 2026 Government Relations Service	08/13/2026	3,000.00
81116	**Raimi & Associates Inc** June 2026 General Plan Update	08/13/2026	9,546.81
81117	**Rincon Consultants Inc** June 2026 Professional Fees for PSHP	08/13/2026	6,039.00
81118	**Tripepi Smith and Associates, Inc.** June 2026 Social Media Management	08/13/2026	2,410.43
81119	**County of Ventura** June 2026 PW Truck Repair	08/13/2026	1,218.10
81120	**AllGood Driving School, Inc.** Recreation Class- Online Driver Education	08/13/2026	28.00
81121	**ApplicantPro Holdings LLC** Annual Applicant Tracking System & Background Check	08/13/2026	3,057.69
81122	**AT&T** July 2026 Telephone	08/13/2026	32.14
81123	**Bennie K. Enterprises Inc** July & August 2026 Portable Restroom Rental for Libbey Bowl Event	08/13/2026	4,110.00
81124	**Timothy Bowen** Recreation Class- Lego Camp	08/13/2026	2,044.25
81125	**California State Disbursement Unit** August 2026 Payroll Expense	08/13/2026	212.53
81126	**Christy Billings** Employee Reimbursement	08/13/2026	27.85
81127	**Max Dickenson** Recreation Class- Weight Room	08/13/2026	1,040.00
81128	**EideBailly LLP** July 2026 Accounting Services	08/13/2026	1,037.50
81129	**Emmanuel A Mendez** August 2026 City Transit Wash	08/13/2026	1,250.00
81130	**Fence Factory Rentals** August 2026 Temporary Fence Rental for OTT	08/13/2026	753.08

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
81131	**Fillmore Area Transit Corporation** July 2026 Trolley Driver Services	08/13/2026	5,408.00
81132	**Franchise Tax Board** August 2026 Payroll Expense	08/13/2026	100.00
81133	**Fred's Tire Man** July 2026 PW Truck Repair	08/13/2026	498.54
81134	**Darrell Gooden** Recreation Class- Kung Fu	08/13/2026	416.00
81135	**HdL Coren & Cone** July - September 2026 Contract Services Property Tax	08/13/2026	2,662.54
81136	**Hoffman, Vance & Worthington** Appraisal Services for 503 S. Ventura St	08/13/2026	7,500.00
81137	**Interface Children Family Services** Ventura County 2-1-1 Service Cost Share	08/13/2026	1,273.00
81138	**Jumping Joe's** Wet Slide Rental for Recreation Summer Camp	08/13/2026	450.00
81139	**Michael Kamir** Refund for Cancelled Appeal Hearing	08/13/2026	300.00
81140	**Martin's Ojai Locksmith** July 2026 Service Call for OTT Kitchen Lock	08/13/2026	180.00
81141	**Meiners Oaks Hardware** Supplies for Citywide Maintenance	08/13/2026	1,353.11
81142	**Brittany Naing** Reimbursement for Temporary Use Permit	08/13/2026	450.00
81143	**Ojai Valley News** July 2026 Display Ads	08/13/2026	173.00
81144	**Ojai Valley Sanitary District** August 2026 Sewer Services	08/13/2026	2,138.82
81145	**Prudential Overall Supply** Public Works Cleaning Supplies & Clothing Allowance	08/13/2026	134.39
81146	**Jan C. Scow** July 2026 Tree Site Evaluations	08/13/2026	700.00
81147	**Signa Services, Inc.** Annual Communications Remote Monitoring for Public Works	08/13/2026	125.00

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
81148	**Sinclair Sanitary Supply, Inc.** Cleaning Supplies for Citywide Maintenance	08/13/2026	975.57
81149	**So Cal Gas** July 2026 Gas	08/13/2026	125.21
81150	**Solid Waste Solutions Inc.** July 2026 Cal Recycle Program	08/13/2026	2,578.75
81151	**Springbrook Holding Company, LLC** July 2026 Electronic Timesheet Setup	08/13/2026	812.50
81152	**Starlight Dance Academy** Recreation Class- K-Pop Dance Class	08/13/2026	1,617.00
81153	**Traffic Technologies, Inc.** July 2026 Supplies for Street Maintenance	08/13/2026	2,645.49
81154	**Trails By Potter, LLC** Recreation Class- Pickleball	08/13/2026	579.15
81155	**Tri-County Restaurant Supply Inc** Libbey Bowl Snack Bar Fridge	08/13/2026	2,241.53
81156	**Tripepi Smith and Associates, Inc.** July 2026 Monthly Communication Retainer	08/13/2026	8,890.00
81157	**United Site Services Inc** July 2026 OTT Porta Potty Rental	08/13/2026	1,356.71
81158	**Ventura County Sheriff's Dept** July 2026 Patrol & Traffic Services	08/13/2026	343,878.33
81159	**Ventura Urgent Care Center** July 2026 Pre-Employment Physical	08/13/2026	99.00
81160	**Witherspoon Industries Inc** July 2026 OTT Storage	08/13/2026	90.00
ACH	**CalPERS Retirement ACH** July 2026 Payroll Expense	07/27/2026	28,731.21
ACH	**IRS ACH** July 2026 Payroll Expense	07/27/2026	49,904.44
ACH	**EDD ACH** July 2026 Payroll Expense	07/27/2026	8,004.52
ACH	**Ameriflex: Claims ACH** July 2026 Payroll Expense	07/27/2026	738.51

Check Register

Check Summary By Check Number

Check No	Vendor Name		Check Date	Check Amount
ACH	**Chevron**		07/28/2026	2,111.32
	July 2026 Fuel			
ACH	**Ameriflex: Claims ACH**		07/29/2026	789.99
	July 2026 Payroll Expense			
ACH	**CalPERS Retirement ACH**		07/30/2026	612,420.00
	July 2026 Payroll Expense			
ACH	**Alliant Insurance Services**		07/30/2026	1,234.00
	Annual Crime Insurance Program Renewal			
ACH	**Amazon.com/Sales, Inc**		07/30/2026	4,387.24
	July 2026 Miscellaneous Supplies			
ACH	**CalPERS Retirement ACH**		07/30/2026	30,186.00
	July 2026 Payroll Expense			
ACH	**Willdan Engineering**		07/30/2026	75,328.00
	January 2026 Services			
	Building & Safety Plan Checking Services	10,952.50		
	Building & Safety Services	17,232.50		
	May 2026 Services			
	Building & Safety Plan Checking Services	5,525.00		
	Building & Safety Services	16,897.50		
	Project 1019.001 923 E Ojai Ave	5,144.00		
	June 2026 Services			
	Engineering Reviews	1,702.50		
	Code Enforcement	11,340.00		
	Project 1013.001 216 Park Ave	681.00		
	Project 1018.001 923 E Ojai Ave	227.00		
	Project 1019.001 923 E Ojai Ave	2,289.00		
	Project 1021.001 107 N Ventura & 103 W Matilija St	113.50		
	Project 1025.001 402 Bryant St	57.00		
	Project 1028.001 320 Bryant St	3,166.50		
ACH	**Christopher Reno**		07/30/2026	4,175.00
	July 2026 Trolley Repairs			
ACH	**Phoenix Civil Engineering, Inc.**		07/30/2026	918.00
	June 2026 Gym Structural Design			
ACH	**CalPERS Health ACH**		07/31/2026	84,591.82
	July 2026 Payroll Expense			
ACH	**Amazon.com/Sales, Inc**		08/03/2026	18.65
	July 2026 Miscellaneous Supplies			
ACH	**Ready Refresh by Nestle**		08/03/2026	436.44
	July 2026 Drinking Water for City Departments			

Check Register

Check Summary By Check Number

Check No	Vendor Name		Check Date	Check Amount
ACH	**Ameriflex: Claims ACH** August 2026 Payroll Expense		08/03/2026	1,636.11
ACH	**Mission Square 457 ACH** August 2026 Payroll Expense		08/06/2026	10,892.53
ACH	**Willdan Engineering** Annual District Administration Fee		08/06/2026	14,902.20
ACH	**IRS ACH** August 2026 Payroll Expense		08/07/2026	47,743.44
ACH	**Ready Refresh by Nestle** August 2026 Drinking Water for City Departments		08/07/2026	231.67
ACH	**EDD ACH** August 2026 Payroll Expense		08/07/2026	7,931.91
ACH	**CalPERS Retirement ACH** August 2026 Payroll Expense		08/10/2026	26,368.95
				1,733,353.07
ACH	**Payroll** Pay Period 7/20/2026-8/02/2026		08/06/2026	130,294.99
		Wire & Paper Check Total		**130,294.99**
			Grand Total	**$ 1,863,648.06**

City of Ojai
Disbursement by Category

Category	Amount
Advertising	**173.00**
Ojai Valley News	173.00
Lease and Rentals	**12,286.73**
Bennie K. Enterprises Inc	4,110.00
Canon Financial Services, Inc.	171.27
E.J. Harrison & Sons	852.23
Fence Factory Rentals	753.08
Greg Rents	1.00
Jumping Joe's	450.00
Ojai Music Festival	4,318.14
Pitney Bowes Global Financial Services LLC	184.30
United Site Services Inc	1,356.71
Witherspoon Industries Inc	90.00
Legal	**105,551.00**
Aleshire & Wynder LLP	105,551.00
Payroll and Benefits	**1,038,519.74**
Ameriflex: Claims ACH	3,164.61
California State Disbursement Unit	408.41
CalPERS Health ACH	84,591.82
CalPERS Retirement ACH	697,706.16
Colonial Life & Accident Ins	716.14
EDD ACH	15,936.43
Franchise Tax Board	200.00
IRS ACH	97,647.88
Lincoln National Life Insurance Co	2,886.03
Metropolitan Life Insurance Company	4,967.27
Pay Period 7/20/2026-8/02/2026	130,294.99
Professional Services/Contract Services	**645,165.58**
Advantage Mailing, LLC	12,567.65
Agromin	2,153.06
AllConnected, Inc.	1,507.50
Alliant Insurance Services	1,234.00
CA Dept of Justice	160.00
CA Dept of Tax and Fee Administration	3,016.92
Cail Burkett	125.00
California Building Standards	77.40
Carahsoft Technology Corporation	1,362.37
Chakra Investments, Inc.	6,768.28
Christopher Reno	4,175.00
County of Ventura	1,218.10
County of Ventura Public Works Agency	38,542.35
Division of the State Architect	297.88
EDC-VC	3,100.00
EideBailly LLP	1,037.50
Emmanuel A Mendez	2,250.00
Fillmore Area Transit Corporation	5,408.00
Fred's Tire Man	1,791.94
Geoffrey T Black	1,485.00
Gregory Kiley	6,000.00
HdL Coren & Cone	2,662.54
Help of Ojai Inc.	4,500.00
Hoffman, Vance & Worthington	7,500.00

Interface Children Family Services	1,273.00
Jan C. Scow	1,050.00
Lisa Sauvageau	7,000.00
Martin's Ojai Locksmith	455.00
Ojai Valley Green Coalition	15,454.19
Phoenix Civil Engineering, Inc.	918.00
Phoenix Group Info Systems	158.39
Raimi & Associates Inc	23,480.01
Rincon Consultants Inc	6,039.00
Shine Wash Inc	91.97
Signa Services, Inc.	125.00
Solid Waste Solutions Inc.	2,578.75
SSD Systems	815.81
StoreRite	40.00
Tripepi Smith and Associates, Inc.	11,494.18
Ventura County Animal Services	31,044.26
Ventura County Sheriff's Dept	343,878.33
Ventura Urgent Care Center	99.00
Willdan Engineering	90,230.20
Recreation Classes	**14,851.91**
AllGood Driving School, Inc.	28.00
Darrell Gooden	416.00
Explore Ecology	350.00
Firestick Pottery	406.00
Johannes M Pouw	1,049.10
Lucy Walker Grace	1,191.66
Max Dickenson	1,040.00
Starlight Dance Academy	1,617.00
Susan Yuen	910.00
Terry Kvasnik	1,725.75
Timothy Bowen	3,604.25
Trails By Potter, LLC	579.15
VC Fusion Soccer	1,935.00
Reimbursement and Refund	**787.85**
Allen Olsen	10.00
Brittany Naing	450.00
Christy Billings	27.85
Michael Kamir	300.00
Subscriptions and Software	**12,995.19**
ApplicantPro Holdings LLC	3,057.69
EEG Enterprises	2,000.00
Springbrook Holding Company, LLC	7,937.50
Supplies	**28,836.85**
Amazon.com/Sales, Inc	4,405.89
Aqua-Flo Supply	1,722.03
Delta Liquid Energy	1,785.35
Meiners Oaks Hardware	1,710.72
Mission Square 457 ACH	10,892.53
Ojai Auto Supply	68.59
Prudential Overall Supply	538.83
Puretec Industrial Water	435.57
Ready Refresh by Nestle	668.11
Sinclair Sanitary Supply, Inc.	975.57
Traffic Technologies, Inc.	2,645.49
Tri-County Restaurant Supply Inc	2,241.53

Westridge Market Inc	746.64
Utilities	**4,480.21**
AT&T	32.14
Chevron	2,111.32
Ojai Valley Sanitary District	2,138.82
So Cal Gas	125.21
Verizon Wireless	72.72
Grand Total	**1,863,648.06**

Warrant Register for the Meeting Date August 25, 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
Leah Palmer, Acting Finance Director

MEETING DATE: **August 25, 2026**

SUBJECT: **Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of July 31, 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 2026. 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 7/31/2026
Cash in Bank			
MBS Cash	$ 14,709	0.00%	
Wells Fargo Sweep	$ 529,330	3.53%	$ 5,618
Wells Fargo Section 125	$ 26,578	0.00%	
Investment Accounts			
LAIF	$ 27,407,829	3.84%	
MBS Certificate of Deposits	$ 10,119,635	3.55%	$ 29,565
Total Cash & Investments	**$ 38,098,081**	**3.67%**	**$ 35,183**

Change in Portfolio:

07-2026	$260,650	Deposit	LAIF – State of California
07-2026	$248,000	Withdrawal	MBS – CD redemption
07-2026	$1,000,000	Withdrawal	LAIF – State of California

The attached Treasurer's report for the month of July 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

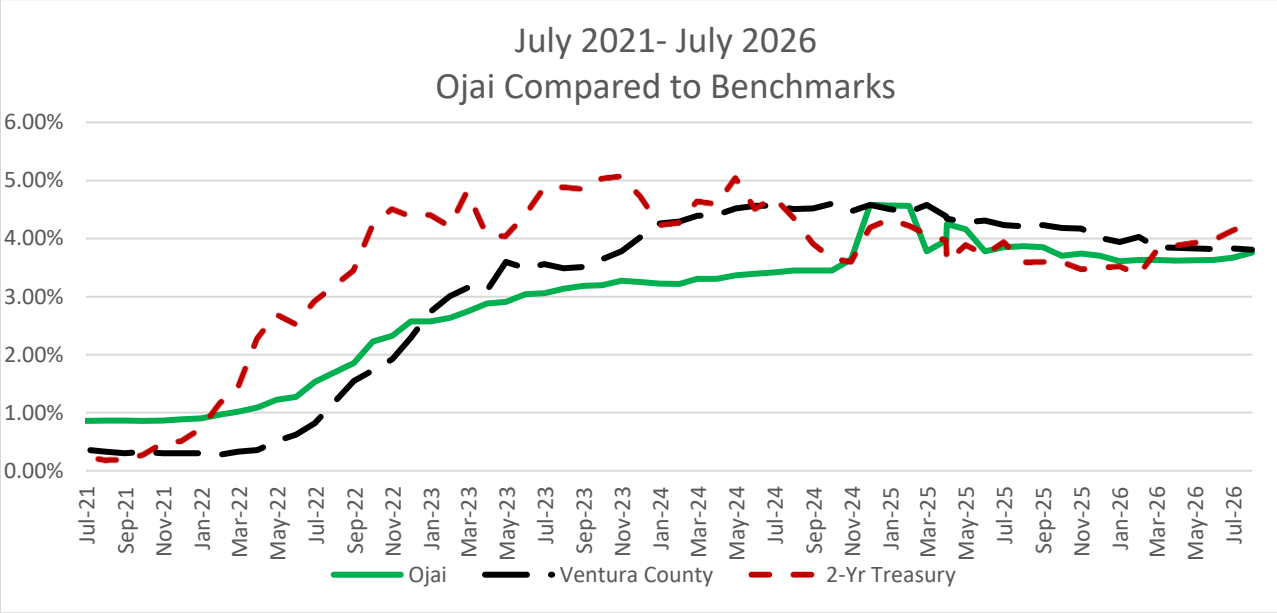
City of Ojai
Treasurer's Report for the Month of July 2026

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 2026. 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 July 31, 2026, were 3.76% and 276 days. By comparison, the weighted average yield to maturity and the weighted average DTM for the County of Ventura portfolio were 3.81% and 278 days, and 2-yr Treasury were 4.28% 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
7/15/26	$250,650	Deposit – LAIF State of California	N/A	3.84%
7/22/26	$248,000	Withdrawal – MBS CD redemption	7/22/26	0.95%
7/31/26	$1,000,000	Withdrawal – LAIF State of California	N/A	3.84%

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 26-23 adopted by the City Council on June 23, 2026. Staff estimate that there are sufficient funds available to meet the next 6 months' obligations.

CITY OF OJAI
TREASURER'S REPORT - CASH & INVESTMENT SUMMARY
July 31, 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	26,578	26,578	0.07%		1	0.00%
	Total	26,578	26,578	0.07%			
Money Market							
Wells Fargo (Sweep)	Sweep	529,330	529,330	1.39%		1	3.53%
MBS (Cash)	Cash	14,709	14,709	0.04%		1	0.00%
	Total Operating Cash	544,039	544,039	1.43%			
Invested Cash							
Local Government Pools and Certificates of Deposit							
Local Agency Investment Funds	Investment Pool	27,407,829	27,407,829	71.94%		220	3.84%
Certificates of Deposit:							
FIRST TECHNOLOGY FED	Certificate of Deposit	245,000.00	245,029	0.64%	9/25/2026	56	4.05%
QUORUM FED CR UN PUR	Certificate of Deposit	249,000.00	249,075	0.65%	9/30/2026	61	4.15%
NUMERICA CR UN	Certificate of Deposit	249,000.00	249,154	0.65%	9/30/2026	61	4.35%
B1BANK BATON ROUGE	Certificate of Deposit	245,000.00	244,873	0.64%	9/30/2026	61	3.65%
FIRST NATL BK MIDDLE	Certificate of Deposit	245,000.00	244,806	0.64%	9/30/2026	61	3.70%
WINGS FINL CR UN	Certificate of Deposit	245,000.00	244,941	0.64%	10/21/2026	82	4.00%
AMERICAS CR UN	Certificate of Deposit	248,000.00	247,943	0.65%	10/23/2026	84	3.85%
SYNCHRONY BK RETAIL	Certificate of Deposit	248,000.00	246,088	0.65%	11/5/2026	97	1.10%
MERRICK BK SOUTH	Certificate of Deposit	249,000.00	246,672	0.65%	11/30/2026	122	1.15%
PENTAGON FEDERAL CR	Certificate of Deposit	249,000.00	246,316	0.65%	12/23/2026	145	1.25%
STATE BK INDIA NEW	Certificate of Deposit	247,000.00	244,206	0.64%	1/21/2027	174	1.65%
DOGWOOD ST BK	Certificate of Deposit	249,000.00	245,738	0.65%	1/28/2027	181	1.30%
FIRST CAROLINA BK	Certificate of Deposit	249,000.00	245,738	0.65%	1/28/2027	181	1.30%
AMERANT BK NATL ASSN	Certificate of Deposit	248,000.00	244,843	0.64%	2/16/2027	200	1.60%
CFBANK NATL ASSN	Certificate of Deposit	249,000.00	245,477	0.64%	2/17/2027	201	1.40%
CAPITAL ONE BK USA	Certificate of Deposit	246,000.00	243,651	0.64%	4/6/2027	249	2.65%
CAPITAL ONE NATL	Certificate of Deposit	246,000.00	243,877	0.64%	4/27/2027	270	2.90%
LAFAYETTE FED CR UN	Certificate of Deposit	245,000.00	243,344	0.64%	5/25/2027	298	3.25%
CAPITAL ONE NATL	Certificate of Deposit	246,000.00	244,138	0.64%	6/1/2027	305	3.20%
FIRST NATL BK AMER	Certificate of Deposit	249,000.00	250,066	0.66%	7/26/2027	360	4.60%
MORGAN STANLEY BK N	Certificate of Deposit	245,000.00	243,532	0.64%	8/4/2027	369	3.55%
COBALT FED CR UN	Certificate of Deposit	245,000.00	243,488	0.64%	9/15/2027	411	3.60%
DECORAH BK & TR CO	Certificate of Deposit	249,000.00	245,870	0.65%	9/23/2027	419	3.70%
FIRST FNDTN BK	Certificate of Deposit	244,000.00	245,418	0.64%	11/4/2027	461	4.70%
TRUE SKY FED CR UN	Certificate of Deposit	249,000.00	248,761	0.65%	11/8/2027	465	4.10%
PEOPLES BK CO	Certificate of Deposit	249,000.00	247,939	0.65%	1/12/2028	530	3.90%
SAN FRANCISCO FED CR	Certificate of Deposit	249,000.00	249,510	0.66%	2/3/2028	552	4.35%
LIBERTY FIRST CR UN	Certificate of Deposit	249,000.00	249,538	0.66%	2/3/2028	552	4.35%
ALASKA USA FED CR UN	Certificate of Deposit	248,000.00	250,468	0.66%	3/22/2028	600	4.85%
NEIGHBORS FED CR UN	Certificate of Deposit	248,000.00	251,512	0.66%	7/26/2028	726	5.00%
TTCU FED CR UN TULSA	Certificate of Deposit	248,000.00	251,512	0.66%	7/26/2028	726	5.00%
CUSTOMERS BK MALVERN	Certificate of Deposit	245,000.00	243,300	0.64%	8/15/2028	746	3.90%
LEADERS CR UN	Certificate of Deposit	248,000.00	251,708	0.66%	8/30/2028	761	5.00%
EMPOWER FED CR UNION	Certificate of Deposit	248,000.00	252,273	0.66%	9/29/2028	791	5.10%
NICOLET NATL BK	Certificate of Deposit	249,000.00	246,503	0.65%	11/1/2028	824	3.80%
BAXTER CR UN VERNON	Certificate of Deposit	249,000.00	248,064	0.65%	11/22/2028	845	4.10%
CITY FED CR UN	Certificate of Deposit	249,000.00	247,105	0.65%	1/12/2029	896	3.95%
MAUCH CHUNK TR CO	Certificate of Deposit	248,000.00	248,397	0.65%	2/28/2029	943	4.35%
BEAL BK USA LAS	Certificate of Deposit	244,000.00	246,594	0.65%	6/6/2029	1,041	4.70%
BALBOA THRIFT & LN	Certificate of Deposit	249,000.00	248,283	0.65%	7/23/2029	1,088	4.20%
SALLIE MAE BK SALT	Certificate of Deposit	244,000.00	243,888	0.64%	7/24/2029	1,089	4.30%
Total Certificates of Deposit		**10,142,000**	**10,119,635**	**26.56%**			
	Total	38,120,446	38,098,081	98.50%		276	(A) 0.0375666
	Total Pooled Operating Cash & Investments	**38,120,446**	**38,098,081**	**100.00%**			
	Total Pooled Cash & Investments	$ 38,120,446	$ 38,098,081	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**

MEETING DATE: **August 25, 2026**

SUBJECT: **Approve Addendum to Fire Alarm Monitoring Contract with JMG Security Systems**

RECOMMENDATION

Approve the addendum, Agreement No. 2026-104, to the existing fire alarm monitoring contract with JMG Security Systems for the installation of new smoke detection equipment in the gymnasium at 510 Park Road in the amount of $17,488, as detailed in the submitted contract documents and in accordance with applicable state and local fire safety codes.

DISCUSSION

In May, JMG, the company responsible for monitoring the alarm systems at the Boyd center, replaced the failed 1980s fire alarm system with a new one for $20,355. This replacement was essential to ensure the building could remain in use. The plans for the new system were submitted to the Ventura County Fire Department, which conducted a thorough review following state and local regulations for fire alarm and detection systems in assembly spaces. Although the replacement was intended to restore previous functionality, the review revealed that current codes and enforcement protocols require a broader assessment of the system's adequacy and compliance when major work, including replacements, is carried out. As a result of the plan check the Ventura County Fire Department is requiring additional smoke detection coverage and system integration throughout the gymnasium and nearby areas.

The proposed contract addendum with JMG Security Systems addresses the need to expand smoke detection coverage in the gymnasium to align with current fire safety standards. The scope of work includes the installation of additional smoke detectors and integration with the existing fire alarm monitoring infrastructure. The design and equipment specifications are required to comply with the technical criteria established by the State Fire Marshal and enforced locally by the Ventura County Fire Department. In accordance with state law, all fire alarm system components must be listed and approved for use in California, and the installation must be performed by appropriately licensed contractors.

Upgrading the smoke detection system in the gymnasium is justified by the need to maintain a safe environment for facility users and to ensure compliance with evolving fire and life safety regulations. The California State Fire Marshal’s regulations require that assembly occupancies be equipped with fire alarm systems capable of detecting and

alerting occupants to the presence of smoke or fire and transmitting alarm signals to an approved supervising station. The City's action to expand smoke detection coverage is consistent with these requirements and supports the City's risk management objectives.

Upon approval of the contract addendum, JMG Security Systems will proceed with the procurement of equipment and scheduling of installation activities in coordination with City staff. The implementation process will include submission of detailed system plans to the Ventura County Fire Department for review, as required by local enforcement procedures. All work will be subject to inspection and acceptance by the authority having jurisdiction prior to system activation. Documentation of compliance with applicable codes and standards will be maintained as part of the project record.

The anticipated outcome of this project is the enhancement of fire detection capabilities in the gymnasium, resulting in improved occupant safety and compliance with state and local fire safety regulations. The upgraded system is expected to provide early warning in the event of a fire, facilitate prompt emergency response, and support the City's overall emergency preparedness objectives. The project will also position the facility to reduce potential liability associated with fire and life safety risks.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 5 - Public Safety

OPTIONS
1. Approve JMG addendum as submitted
2. Take no action;
3. Provide alternative direction to staff.

FISCAL IMPACT
The total cost for the installation of new smoke detection equipment and associated system upgrades under the proposed contract addendum is $15,588. This amount covers all specified labor, materials, equipment, and testing required for the expanded fire alarm coverage in the gymnasium and related areas. In addition, the City is responsible for direct payment of certain project-related fees, including a $1,100 allowance for blueprint and plan review fees and $800 for lift rental, as outlined in the contract documents. These costs are not included in the contractor's base fee and will be paid separately by the City. Although this total project cost of $17,488 was not expressly included in this year's budget, it will be paid for using the approved operational budget for facilities maintenance. No offsetting revenues are anticipated in connection with this action.

Prepared by:
James Hahn, IT Manager

ATTACHMENT(S)
A. JMG Security Systems, Inc. Addendum, Agreement No. 2026-104
B. Fire Alarm Installation Agreement with Prevailing Wage Adjustment

17150 Newhope St, Ste. 109
Fountain Valley, CA 92708
Tel: 800-900-4564 Fax: 714-545-0352
www.jmgsecurity.com

JMG SECURITY SYSTEMS, INC.
Addendum

The following equipment shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 4/15/2026 between JMG Security Systems, Inc., a California Corporation (hereinafter "JMG") and CITY OF OJAI (hereinafter "Client") at the following location:
510 PARK ROAD OJAI CA 93023

THE CLIENT REQUESTS AND JMG AGREES TO PROVIDE THE FOLLOWING PROTECTION:

☑ Which will be owned by the client upon payment of the installation fee in full, or
☐ Which will remain the sole property of JMG and be provided for the client use for a monthly fee

PER VENTURA COUNTY FD PLAN CHECK, THERE IS NOT ENOUGH/ANY EXISTING COVERAGE ON THE SOUTH GYM AND ADDED DEVICES IN OCCUPIED AREAS MUST BE INSTALLED. THIS INCLUDES THE SOUTH SIDE STORAGE AREA, 2 NORTH END RESTROOMS, AND SPACE BETWEEN RESTROOMS/ STAIRWELL, AS WELL AS THE ENTIRE GYM FOOR, WHICH WILL BE COVERED BY SMOKE BEAMS, REFLECTORS AND CAGES TO PROTECT THESE DEVICES.

JMG TO INSTALL:
3 POTTER PAD100MIM MODULES FOR SMOKE BEAMS AND POWER SUPERVISION RELAY
1 POTTER PAD 100 RELAY MODULE FOR SMOKE BEAMS
1 POTTER PSN-64 POWER SUPPLY FOR SMOKE BEAMS
2 SYSTEM SENSOR OSI-R-SS SMOKE BEAMS FOR GYM AREA
2 SYSTEM SENSOR RTS 151KEY REMOTE TEST STATIONS FOR SMOKE BEAMS
4 STI-9846 DAMAGE PROTECTION CAGES FOR SMOKE BEAMS/ REFLECTORS
5 POTTER PAD 300 SMOKE DETECTORS WITH BASE
1 MISC WIRE
1 MISC LIFT FEES FOR WIRE RUN ALONG GYM FLOOR
1 MISC LABOR
1 MISC TESTING
1 MISC PLANS FEES- $1100 ALLOWANCE

LABOR RATES INCLUDE PREVAILING WAGE REQUIREMENTS

CLIENT AGREES TO PAY $15,588 **IN ADDITIONAL SALES/ INSTALLATION FEE (☑ ½ DEPOSIT DUE NOW)**

AND AN ADDITIONAL $25.00 **PER MONTH IN ☑ USE/MONITORING/ ☐ SYSTEM SUPPORT AGREEMENT FEES.**

TO BE COMPLETED BY JMG

Accepted by _____

Date _____ _____
TITLE

Alarm Agent M HALFMANN Agent # 531352

TO BE COMPLETED BY CLIENT

_____
Authorized Signature Date

_____
Signer's Name (printed or typed)/Title

_____ _____
Business/Residence Phone Fax

_____
e-mail:

JMG SECURITY SYSTEMS
Our service is your security.™

JMG SECURITY SYSTEMS, INC.
Addendum to Commercial Security / Fire Alarm Agreement

The following shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 4/15/2026 between JMG SECURITY SYSTEMS, INC., a California Corporation (hereinafter "JMG") and CITY OF OJAI (hereinafter "Client") at the following location:

_____

JMG TO PROVIDE:

☑ LABOR FOR THE COMPLETION OF THE SYSTEM

☑ CABLE, MATERIALS, AS NEEDED FOR THE COMPLETION OF THE SYSTEM

☑ EQUIPMENT AS SPECIFIED ON THE ATTACHED SCHEDULE OF PROTECTION

☑ INITIAL PROGRAMMING OF THE SYSTEMS

☐ INITIAL TRAINING OF CLIENT AND/OR REPRESENTATIVES UPON COMPLETION OF THE SYSTEM(S). FOLLOW UP TRAINING AS NEEDED FOR 90 DAYS.

☐ COPIES OF ALL SYSTEM MANUALS IN ELECTRONIC FORMAT. PRINTED COPIES CAN BE PROVIDED AT THE CLIENT REQUEST FOR AN ADDITIONAL COST.

☐ ELECTRIFIED LOCKING HARDWARE. COSTS ESTIMATED AT $_____. SHOULD ACTUAL LOCKING HARDWARE COSTS BE MORE OR LESS THAN ESTIMATED, CLIENT WILL PAY OR BE CREDITED THE DIFFERENCE, AS APPLICABLE. LOCKING HARDWARE TO BE INSTALLED AND SERVICED BY OTHERS.

☑ PROCUREMENT OF PLANS, PERMITS & COURIER SUBMITTALS (☑ FEES BY CLIENT/ ☐ FEES BY JMG)

☑ FIRE TESTING IN ACCORDANCE WITH NFPA ☐ RUNNER SERVICE IN ACCORDANCE WITH NFPA

CLIENT TO PROVIDE (General):

☑ TWENTY-FOUR HOUR, 110V POWER

☑ IT IS AGREED AND UNDERSTOOD THAT IF CLIENT REQUIRES JMG TO UTILIZE, AT A COST OR FEE TO JMG, THE SERVICES OF A THIRD-PARTY VENDOR OF CLIENT, I.E., PAYMENT PORTAL, SAFETY PROGRAM REQUIREMENTS, INSURANCE COMPLIANCE, SERVICE REQUESTS, ETC., AND THAT SUCH FEES ARE NOT SPECIFICALLY NOTED IN THE JMG/CLIENT AGREEMENT, CLIENT AGREES THAT SUCH FEES ARE TO BE REIMBURSED BY CLIENT TO JMG

☐ BURGLAR ALARM PERMITS, IF REQUIRED BY YOUR LOCAL MUNICIPALITY. THESE PERMITS ARE OFTEN REQUIRED FOR THE USE AND MONITORING OF BURGLAR ALARM SYSTEMS. FAILURE TO PROCURE A PERMIT MAY PREVENT JMG FROM MONITORING YOUR SYSTEM AND LOCAL AUTHORITIES FROM RESPONDING TO ANY SIGNALS.

☐ _____ NETWORK DROP(S) AND/OR _____ STATIC IP ADDRESS(ES) FOR NETWORK COMMUNICATION OF APPLICABLE DEVICES.

☐ LIFT OR LIFT FEES, AS NEEDED FOR COMPLETION OF THE SYSTEM. _____

☑ ACCESS TO WALLS, CEILING AND/OR ROOF AS NECESSARY. _____

☑ RELAYS OR OTHER FACILITIES REQUIRED FOR THE CONNECTION OF CLIENT-OWNED EQUIPMENT.

☑ ANY REPAIR, REPLACEMENTS OR ADDITIONS TO EXISTING EQUIPMENT WILL BE RENDERED ON A TIME AND MATERIAL BASIS. JMG ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MAINTENANCE, OPERATION, NON-OPERATION OR ACTUATION OF CLIENT-OWNED EQUIPMENT.

☐ THE CLIENT IS RESPONSIBLE FOR THE ON-GOING SUPPORT AND MAINTENANCE OF THE BASE OPERATING SYSTEM SERVER AND ALL CLIENT WORKSTATIONS. THIS INCLUDES ALL WINDOWS UPDATES AND VIRUS PROTECTION FOLLOWING MANUFACTURERS GUIDELINES.

☑ JMG HAS INCLUDED IN COST ESTIMATED: ☑ BLUEPRINT FEES OF $1100, ☑ PLAN CHECK/PERMIT AND COURIER FEES OF $incl AND/OR ☑ LIFT FEES OF $800. IT IS UNDERSTOOD AND AGREED THAT SHOULD THE COST OF THE BLUEPRINTS, PLAN CHECK/PERMITS AND/OR LIFT FEES BE MORE OR LESS THAN ESTIMATED CLIENT WILL PAY OR BE CREDITED THE DIFFERENCE, AS APPLICABLE

JMG SECURITY SYSTEMS
Our service is your security.™

JMG SECURITY SYSTEMS, INC.
Addendum to Commercial Security / Fire Alarm Agreement

The following shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 4/15/2026 between JMG SECURITY SYSTEMS, INC., a California Corporation (hereinafter "JMG") and CITY OF OJAI (hereinafter "Client") at the following location: 510 PARK ROAD OJAI CA 93023

CLIENT TO PROVIDE (Fire):

☑ DEDICATED POWER CIRCUIT CONNECTED TO FACP IF A FIRE ALARM SYSTEM IS BEING INSTALLED.

☐ ROOF PENETRATIONS WITH ROOF JACKS. _____

☑ ENGINEERED DRAWING FEES, BLUEPRINT FEES, FIRE PERMIT/SUBMITTAL FEES AND/OR COURIER FEES NECESSARY FOR COMPLETION OF THE SYSTEM. **THESE FEES ARE NOT INCLUDED IN THE CONTRACT PRICE UNLESS SPECIFICALLY INDICATED ABOVE.**

☑ ALL CONDUIT, PULL STRING, BOXES AND FITTINGS AS REQUIRED. _____

☐ DUCT SMOKE DETECTORS INCLUDING INSTALLATION & CALIBRATION.

☐ PLYWOOD BACKBOARD FOR JMG'S ALARM CONTROL PANEL.

☐ MOUNTING OF JMG PROVIDED TRANSFORMER ENCLOSURE. (FIRE ALARM ONLY)

☐ KNOX BOX.

☐ UNIVERSAL OR INDEPENDENT SHUTDOWN OF ALL HVAC UNITS AS REQUIRED BY THE AHJ/FIRE DEPARTMENT

☐ SWITCHES AS FOLLOWS: ☐ TAMPER SWITCHES ☐ BUTTERFLY SWITCHES ☐ FLOW SWITCHES ☐ REMOTE TEST PLATE ☐ ANSUL CONTROLLER

☑ THE LOCATION AND DESCRIPTION OF THE FIRE PROTECTION EQUIPMENT HAS BEEN TAKEN FROM PLANS OR ESTIMATES. IT IS UNDERSTOOD AND AGREED THAT THE LOCATION, DESCRIPTION DESIGN, CABLING AND QUANTITY OF FIRE DEVICES TO BE INSTALLED MAY BE SUBJECT TO APPROVAL OF THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) AND SHOULD THE SYSTEM, WHEN FINALLY COMPLETED, CONSIST OF MORE OR LESS PROTECTION EQUIPMENT THAN SPECIFIED, THE MONTHLY SERVICE CHARGE AND THE INSTALLATION CHARGE SHALL BE INCREASED OR DECREASED, IN ACCORDANCE WITH THE PREVAILING SERVICE CHARGES FOR THE NUMBER OF UNITS ADDED OR DEDUCTED.

CLIENT TO PROVIDE (Access & Surveillance):

☐ UNINTERRUPTED POWER SUPPLY (UPS).

☐ ADEQUATE LIGHTING FOR CAMERAS

☐ CLIENT ACKNOWLEDGES THAT THE VIDEO RECORDING DEVICE(S) USED TO STORE DATA IS BASED ON STANDARD COMPUTER HARD DRIVE TECHNOLOGY AND THAT IN THE UNCOMMON EVENT OF HARD DRIVE FAILURE THE DATA MAY NOT BE ABLE TO BE EXTRACTED. REDUNDANT AND/OR ARCHIVE CAPABLE HARD DRIVE SYSTEMS ARE AVAILABLE AT ADDITIONAL COSTS.

☐ ELECTRIFIED LOCKING HARDWARE, APPROPRIATE POWER SUPPLY AND HARDWARE WIRING. INSTALLATION & SERVICE BY OTHERS. JMG WILL COIL WIRE ABOVE APPLICABLE DOOR, LOCK INSTALLER WILL NEED TO BRING CABLE TO HINGE AND MAKE ALL CONNECTIONS TO LOCKING HARDWARE.

JMG SECURITY SYSTEMS
Our service is your security.™

Appʼd. BA 4/15/26

JMG SECURITY SYSTEMS, INC.
Commercial Security / Fire Alarm System Agreement

This Agreement is made this 15th day of APRIL, 2026, by and between JMG SECURITY SYSTEMS, INC., a California corporation, located at 17150 Newhope Street, Suite 109, in the city of Fountain Valley, CA 92708, hereinafter referred to as "JMG" and:

CLIENT: CITY OF OJAI

SITE ADDRESS: 510 PARK ROAD OJAI CA 93023

BILL TO: CITY OF OJAI ADDRESS: 401 S VENTURA ST OJAI CA 93023

ATTN: ACCOUNTING DEPARTMENT EMAIL: _____

1. THIS AGREEMENT PROVIDES FOR THE FOLLOWING TYPE OF SYSTEM AS DESCRIBED ON THE ATTACHED SCHEDULE(S) OF PROTECTION:

☐ Intrusion Alarm ☑ Fire Alarm ☐ Video Surveillance ☐ Access Control ☐ Video Monitoring Services

JMG will:

1.1 ☑ **Sell** and install the equipment listed on the attached Schedule(s) of Protection, for the installation fee below, and on any addendums, **which will be owned by the Client** upon payment of the installation fee in full,

1.2 ☐ **Transfer**, for a fee, system and services as listed on the attached Schedule(s) of Protection, for the Client-owned system to the new owner or tenant for a monthly fee;

1.3 ☐ **Connect to and monitor,** for a fee, the existing Client-owned equipment as listed on the attached Schedule of Protection;

1.4 ☑ **Renewal** of existing service/monitoring of Client-owned system installed as listed on the attached Schedule of Protection;

1.5 ☐ **Service**, for a fee, the Client-owned system listed on the attached Schedule(s) of Protection;

CLIENT ACKNOWLEDGES THAT: (a) THE SYSTEM SHALL CONSIST ONLY OF THE EQUIPMENT DESCRIBED ON THE ATTACHED SCHEDULE(S) OF PROTECTION AND INSTALLED AT THE LOCATION INDICATED; (b) JMG HAS DESCRIBED THE FULL RANGE OF PRODUCTS AND SERVICES AVAILABLE TO CLIENT; (c) THE BURGLAR ALARM SYSTEM IS DESIGNED TO DETECT ENTRY OR INTRUSION ONLY THROUGH THOSE OPENINGS AND/OR AREAS COVERED BY THE SYSTEM.

2. SYSTEM SERVICES/ATTACHMENTS:

☑ Alarm System Monitoring
☐ Open/Close Reporting
☐ Alarm Response Service
☑ Cellular/Network/JMGCONNEX- Mesh Radio
☑ Fire Testing per NFPA Standards
☐ System Support Agreement (SSA)
☐ Video Monitoring Services
☐ Software Support (CCTV)
☐ Software Support (Access Control)
☐ Cloud Services

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3. INSTALLATION DATES:

Approximate start date: 4/29/2026 Approximate completion date: 5/13/2026

Starting the installation of wiring and/or delivery of equipment shall constitute substantial commencement of the work to be performed. Upon completion of the system JMG will instruct the Client in the use of the system.

4. PRICE, PAYMENT AND TERM:

DEPOSIT: (Due prior to commencement of installation)	$ 7,939.00
BALANCE - BILLABLE UPON COMPLETION OF WORK	$ 7,939.00
TOTAL SALES - INSTALLATION PRICE:	$ 15,878.00

4.1 FOR SERVICES AS INDICATED IN SECTIONS 1 AND 2: Client will pay JMG $ 140.00 per month for alarm monitoring and $ NA per month for ☐ System Support Agreement (SSA), ☐ Cloud Services, ☐ Video Monitoring, ☐ Software Support Agreement (SMA) or other services payable quarterly in advance on the first day of the quarter following completion of the system, together with the pro-rated fee for the quarter in which service begins.

4.2 TERM: The original or renewal term of this Agreement is five (5) years from the date completed, transfer or monitoring is effective, or renewal date, and will automatically continue for successive two (2) year terms unless canceled by either the Client or JMG in writing at least thirty days before the end of the original term or any renewal term.

4.3 INCREASE IN MONTHLY RATE: JMG shall have the right, at any time, to increase the monthly or annual fee to reflect any additional or increased taxes, licenses, permits, fees or charges (including monitoring fees) which may be charged to JMG by any utility, governmental agency or service subcontractor relating to the installation of the system or the monthly services and Client agrees to pay the same. In addition, JMG shall have the right annually to increase the monthly fee by giving Client thirty (30) days notice in advance.

4.4 THIRD PARTY FEES: It is agreed and understood that if Client requires JMG to utilize, at a cost or fee to JMG, the services of a third-party vendor of Client; i.e. payment portal, safety program requirements, insurance compliance, service requests, etc., and that such fees are not specifically noted in the JMG/Client agreement, Client agrees that such fees are to be reimbursed by Client to JMG.

5. LIMITED WARRANTY: JMG's sole and exclusive obligation to Client shall be to replace any worn or defective parts and to repair the system for a period of one (1) year from date of installation. JMG makes no other express or implied warranty concerning the system to Client, and all implied warranties, including but not limited to, the warranty of fitness for a particular purpose and the implied warranty of merchantability are expressly revoked. The client is responsible for the on-going support and maintenance of the base operating system server and all client workstations. This includes all Windows updates and virus protection following manufacturer guidelines. JMG does not warrant that the system cannot be compromised or that it will always operate. This warranty does not cover repairs that arise as a result of any accidental or intentional damage caused to the system. Failure to properly follow JMG's instructions concerning operation of the system, adjustments to the system which are necessitated by changes, improper adjustments by someone other than JMG or any attempted repair, modification to the system by someone other than JMG, or transfer of monitoring services to any company other than JMG shall terminate all of JMG's obligations pursuant to this warranty and the warranty shall be deemed void and have no further force or effect. JMG shall not be deemed liable for any incidental or consequential damages to Client. Client acknowledges that in the absence of any System Support Agreement (SSA) attached to this Agreement the terms contained in this paragraph constitute the sole and exclusive warranty obligation of JMG to Client hereunder.

6. INSTALLATION OF THE SYSTEM: Client will permit JMG to install the system during JMG's normal business hours and Client will give JMG uninterrupted access to premises. Client warrants that Client has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the system under all conditions set forth therein. Client has approved the location of where all devices will be installed. If the alarm system includes an audible bell, horn or siren, it is designed to shut off after sounding for not more than ten minutes. Client will provide 110v electrical service, including non-switched electrical outlets for the system's transformers and other electrical needs. Client will make any repairs

to the premises (such as fixing loose doors or broken windows) that JMG deems reasonably necessary to facilitate the installation and operation of the system. Client will provide the proper environment for the system as JMG may reasonably request.

JMG is not responsible if the installation is delayed because of bad weather, labor disputes, equipment availability, acts of God or other reasons beyond JMG's control. Client has the affirmative duty to inform JMG, prior to the beginning of installation, of every location at the premises where JMG should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, JMG will determine where to drill holes and place equipment. JMG will take reasonable precautions to avoid concealed obstructions, but cannot determine with certainty if they exist. Any cost to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling floors or furnishings shall be Client's sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, JMG will cease work until Client has, at Client's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to JMG's personnel. In no case shall JMG be liable for discovery or exposure of hidden asbestos or other hazardous material. After JMG completes the system, Client and JMG's representative will inspect it. If something is missing or not properly installed, Client will notify JMG in writing within ten (10) days. Otherwise the system will have been accepted by Client.

6.1 MONITORING OF THE SYSTEM: It is further agreed and understood that JMG SECURITY SYSTEMS will not begin the monitoring of any system without this executed JMG SECURITY SYSTEMS' Commercial Security/Fire Alarm Agreement. JMG will accept no liability or responsibility for losses, damages or for reimbursement of fees or penalties accessed by any municipalities as a result of the non-monitoring of the system or failure of the system to pass its certificate of occupancy requirements which resulted from the failure to have an executed agreement on file.

7. TRANSMISSION LINES/SERVICES: The Alarm system includes a communicator that sends signals to the Monitoring Center over Client's regular telephone service, network lines or any other method of communication. If Client's network, internet service, cell or telephone is down or out of service, or otherwise not working, signals cannot be transmitted and JMG will not know of the transmission service problem. Client acknowledges that back-up cellular, network, or mesh radio service and other manners of communication are available for a fee.

If transmission will utilize a regular telephone line, Client will pay for all transmission charges including any installation fees and/or monthly services charged by the telephone company for a special jack to connect the alarm system to Client's telephone service unless such jack is listed on the Schedule of Protection to be installed by JMG. For systems transmitting via phone lines JMG requires the use of an RJ38X telephone jack or equivalent jack to give the system priority over other telephones at Client's premises. However, when the Alarm system is activated Client will be temporarily unable to use the alarm telephone line to make other calls.

8. TELEPHONE LINE ENHANCEMENTS: Any enhancements to your telephone or transmission service, such as internet access, DSL broadband or Voice over Internet Protocol (VoIP) may interfere with the signals sent by the System to the central station. VoIP will not work without electrical power and may interfere with your ability to call 911. You shall immediately notify us of any change to your telephone service and shall request an inspection to test the system to make sure that the System is operational and properly transmitting signals.

9. FALSE ALARMS AND TESTING: Client agrees that Client and others using the system will use it carefully to avoid causing false alarms. False alarms can be caused by, environmental disturbances, severe weather or other forces beyond JMG's control. If JMG receives too many false alarms JMG may cancel this Agreement and discontinue monitoring and service. If a false alarm fine or penalty is charged by any governmental agency, Client will pay for the charge.

Client understands that system may include wireless devices which are battery powered and may fail to operate when activated as the result of weakened or dead batteries. JMG can accept no responsibility for such malfunctions. Batteries will be replaced by Client or JMG upon Client's request.

Client will instruct all persons who may use the system on its proper use. Client will turn off, control or remove all things such as air conditioning systems, heaters, and other devices that might interfere with the system when they are turned on. Client will test the Alarm system's protective devices and send test signals to the Monitoring Center in accordance with JMG's instructions at least monthly. If a problem in the system occurs, Client will notify JMG immediately. Client will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system.

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10. REPAIR SERVICE:

At the end of the one (1) year limited warranty, unless a System Support Agreement (SSA) is included, JMG will continue to repair the system on a time and material basis. Client will pay JMG's standard parts and labor charges for all repair calls. There will be a one-hour minimum and travel charge per visit for each repair call. Payment of charges for repair service shall be due upon completion of the work.

To obtain service, call or e-mail JMG (service@jmgsecurity.com) and describe the service issue. JMG will provide service as soon as possible during JMG's normal business hours, which are Monday through Friday from 8:00 a.m. to 5:30 p.m. except holidays JMG observes. Someone must be on site at the time JMG visits client's premises. JMG will provide 24-hour emergency service if required or requested. After hours rates may apply.

Emergency Service is available after hours by calling 800-900-4564.

11. SUSPENSION OR CANCELLATION OF THIS AGREEMENT – LATE FEES; Client understands that JMG may stop or suspend monitoring and repair service if; (a) Strikes, severe weather, earthquakes or other such events beyond JMG's control affect the operation of the Monitoring Center or so severely damage Client's premises that continuing service would be impractical, (b) There is an interruption or unavailability of the telephone service between the system and the Monitoring Center,(c) Client does not pay the service or installation charge(s). If Client fails to make payment as provided herein, the entire amount due under this Agreement for the balance of the Agreement shall become immediately due and payable. JMG may charge a re-connection fee if service is suspended for non-payment. (d) JMG is unable to provide service because of some action or ruling by any governmental authority, (e) Client becomes a debtor in a bankruptcy proceeding. In any case, all accounts not paid within thirty (30) days of the date of invoicing may incur a monthly service charge up to a maximum of 18% APR or 1.5% monthly. If service is cancelled or terminated for any reason, Client will permit JMG to enter Client's premises to disconnect the system from JMG's monitoring equipment.

JMG reserves the right to refuse service to anyone at any time if it is deemed by JMG management that the client or any of their agents, tenants or representatives is acting in an unprofessional manner toward any JMG personnel, agents, sub-contractors or representatives.

12. ASSIGNEES AND SUBCONTRACTORS: JMG may transfer or assign this Agreement to any other company. Client may not transfer this Agreement to someone else (including someone who purchases or rents Client's premises) unless JMG approves the transfer. It is further agreed and understood that JMG may subcontract its monitoring services and may utilize subcontractors for installation, service, repair and alarm response. This Agreement and particularly paragraphs 14, 15, and 16 shall apply to the work or services they provide, and shall protect JMG's assignees and subcontractors in the same manner as it applies to and protects JMG.

13. JURISDICTION AND VENUE: The exclusive jurisdiction for any action or proceeding relating to enforcement of this Agreement, or relief arising from this Agreement or the relationship between JMG and Client, shall be in the Superior Court of Orange County, CA, and at no other place, and Client expressly consents to personal jurisdiction in said court.

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14. JMG IS NOT AN INSURER; liquidated damages; limitation of liability: Client understands that (a) JMG is not an insurer of Client's property or the personal safety of persons in Client's premises; (b) Client will provide any insurance on Client's premises, its contents and any life or health insurance; (c) the amount Client pays to JMG is based only on the value of the services JMG provides and not on the value of Client's premises or its contents; (d) security systems or monitoring service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of Client's property that might be lost, stolen or destroyed, or the economic or other damages Client might suffer, if the system, equipment or JMG's services fail to operate properly: (f) It is difficult to determine how fast the police or fire department or others would respond to notification of an alarm signal: (g) it is difficult to determine what portion, if any, or any property loss, personal injury or death would be proximately caused by JMG's failure to perform, JMG's negligence, or a failure of the system.

THEREFORE CLIENT AGREES:
Even if a court decides that a failure of the system, or JMG's negligence, or a failure of the installation, monitoring or repair service caused or allowed any harm or damage (whether property damage, personal injury or death) to Client or anyone in Client's premises, Client agrees that JMG's liability shall be limited to the lesser of $250.00 or six times the monthly service and monitoring fee as liquidated damages and not as a penalty, and this shall be Client's only remedy regardless of what legal theory (including without limitation, breach of contract, negligence, products liability or breach of warranty) is used to determine that JMG was liable for the injury or loss.

CLIENT MAY OBTAIN A HIGHER LIMITATION OF LIABILITY: If Client wishes, Client may obtain from JMG a higher limitation of liability for an additional periodic charge. If Client elects this option, JMG will attach an addendum to this Agreement, which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that JMG is an insurer.

15. THIRD PARTY INDEMNIFICATION: If anyone other than Client asks JMG to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) JMG's breach of this Agreement or a failure of the system or services, (ii) JMG's negligence, (iii) any other improper or careless activity of JMG's in providing the system or services or (iv) a claim for indemnification or contribution, Client will pay JMG (a) any amount which a court orders JMG to pay or which JMG reasonably agrees to pay, and (b) the amount of JMG's reasonable attorney's fees and any other loss or costs that JMG may pay in connection with the harm or damages. Client's obligation to pay JMG for such harm or damages shall not apply if the harm or damages happens while one of JMG's employees or subcontractors is in or about Client's premises, and such harm or damages is solely caused by that employee or subcontractor.

16. SUBROGATION: To the extent permitted by Client's insurance coverage, Client releases, discharges and agrees to hold JMG harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Client's premises whether said claims are made by Client, its agents or insurance company or other parties claiming under or through Client. Client agrees to defend and hold JMG harmless from, and indemnify JMG against, any action or subrogation which may be brought against JMG by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Client shall notify his insurance carrier of the terms of this provision.

17. JMG'S LICENSES: Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95814. Contractors are required by law to be licensed and regulated by the Contractors State License board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the alleged violation. Any questions concerning a contractor may be referred to the registrar. Contractors' State License Board, P.O. Box 26000, Sacramento, California, 95826.

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JMG SECURITY SYSTEMS, INC.

Dept. of Consumer Affairs – Alarm Company License – ACO 3759
Contractors License #575070 (C-7/C-10)

Sales Agent Name: M HALFMANN

Agent # ACE 531352

18. ENTIRE AGREEMENT: The entire and only Agreement between Client and JMG is written in this Agreement. It replaces any earlier oral or written representations, understandings, or Agreements. If Client has given or ever gave JMG an agreement or purchase order for the system or service which provides for different terms than this Agreement; this agreement will govern and be controlling. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing by the respective parties hereto or their duly authorized agents. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force.

IN WITNESS WHEREOF, THE PARTIES HERETO, BY THEIR REPRESENTATIVES HAVING THE ABILITY TO LEGALLY BIND JMG AND CLIENT, HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND THE YEAR FIRST WRITTEN ABOVE ACKNOWLEDGING TO HAVE READ THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS AGREEMENT AND ANY ADDENDUMS OR ATTACHMENTS ARE MADE APART THEREOF. CLIENT ACKNOWLEDGES SPECIFICALLY SECTION 14 OF THIS AGREEMENT LIMITS JMG'S LIABILITY TO THE LESSER OF $250.00 OR SIX TIMES THE MONTHLY FEE IF CLIENT OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR JMG WAS CARELESS OR ACTED IMPROPERLY.

CLIENT:

Kristy Rivera — SIGNATURE

4/15/2026 — DATE

Kristy Rivera — PRINT NAME

Recreation Manager — TITLE

805 794-5462 — PHONE

— FAX

Kristy.rivera@ojai.ca.gov — EMAIL

Please print legibly and
RETURN 2 COPIES OF AGREEMENT TO BE COUNTERSIGNED

THIS AGREEMENT WILL NOT BE BINDING UPON JMG UNTIL SIGNED BY ONE OF JMG'S MANAGERS. IN THE EVENT OF NON-APPROVAL, JMG's ONLY LIABILITY SHALL BE TO REFUND TO THE CLIENT THE AMOUNT THAT CLIENT PAID TO JMG UPON SIGNING OF THIS AGREEMENT.

Gil Ledesma — SIGNATURE

04/16/2026 — DATE

Gil Ledesma — PRINT NAME

VP Sales and Marketing — TITLE

JMG SECURITY SYSTEMS
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JMG SECURITY SYSTEMS, INC.
Schedule of Protection

The following equipment shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 4/15/2026 between JMG SECURITY SYSTEMS, INC., a California Corporation (hereinafter "JMG") and CITY OF OJAI (hereinafter "Client") at the following location: 510 PARK ROAD OJAI CA 93023

JMG TO INSTALL THE FOLLOWING FIRE ALARM SYSTEM, DESIGNED TO MEET PRIOR EXISTING DESIGN AS A 'LIKE FOR LIKE' REPLACEMENT OF THE FORMER COMBO SYSTEM:

1 POTTER AFC-50 FIRE ALARM CONTROL PANEL
1 POTTER RA6075 FIRE ANNUNCIATOR KEYPAD
1 HWF2V COMM CELLULAR COMMUNICATOR
9 POTTER PAD300 PD ADDRESSABLE SMOKE DETECTORS WITH BASE TO BE INSTALLED AT EXISTING LOCATIONS
2 POTTER PAD300HD ADDRESSABLE HEAT DETECTORS WITH BASE TO BE INSTALLED AT EXISTING LOCATIONS
1 PLANS FEES INCLUDED- $1800 ALLOWANCE
1 PERMIT FEEES - $1100 ALLOWANCE
1 MISC LABOR
1 MISC INSPECTION FEE

CLIENT UNDERSTANDS THAT THIS SYSTEM DESIGN IS A LIKE FOR LIKE OF A PREVIOUS FIRE DESIGN, THE LOCATION AND DESCRIPTION OF THE FIRE PROTECTION EQUIPMENT HAS BEEN TAKEN FROM PLANS OR ESTIMATES. IT IS UNDERSTOOD AND AGREED THAT THE LOCATION, DESCRIPTION DESIGN, CABLING AND QUANTITY OF FIRE DEVICES TO BE INSTALLED MAY BE SUBJECT TO APPROVAL OF THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) AND SHOULDTHE SYSTEM, WHEN FINALLY COMPLETED, CONSIST OF MORE OR LESS PROTECTION EQUIPMENT THAN SPECIFIED, THE MONTHLY SERVICE CHARGE AND THE INSTALLATION CHARGE SHALL BE INCREASED OR DECREASED, IN ACCORDANCE WITH THE PREVAILING SERVICE CHARGES FOR THE NUMBER OF UNITS ADDED OR DEDUCTED.

Client Initial: RD

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JMG SECURITY SYSTEMS, INC.
Addendum to Commercial Security / Fire Alarm Agreement

The following shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 4/15/2026 between JMG SECURITY SYSTEMS, INC., a California Corporation (hereinafter "JMG") and CITY OF OJAI (hereinafter "Client") at the following location: 510 PARK ROAD OJAI CA 93023

JMG TO PROVIDE:

☑ LABOR FOR THE COMPLETION OF THE SYSTEM

☑ CABLE, MATERIALS, AS NEEDED FOR THE COMPLETION OF THE SYSTEM

☑ EQUIPMENT AS SPECIFIED ON THE ATTACHED SCHEDULE OF PROTECTION

☑ INITIAL PROGRAMMING OF THE SYSTEMS

☐ INITIAL TRAINING OF CLIENT AND/OR REPRESENTATIVES UPON COMPLETION OF THE SYSTEM(S). FOLLOW UP TRAINING AS NEEDED FOR 90 DAYS.

☐ COPIES OF ALL SYSTEM MANUALS IN ELECTRONIC FORMAT. PRINTED COPIES CAN BE PROVIDED AT THE CLIENT REQUEST FOR AN ADDITIONAL COST.

☐ ELECTRIFIED LOCKING HARDWARE. COSTS ESTIMATED AT $_____. SHOULD ACTUAL LOCKING HARDWARE COSTS BE MORE THAN ESTIMATED, CLIENT WILL PAY THE DIFFERENCE, AS APPLICABLE. LOCKING HARDWARE TO BE INSTALLED AND SERVICED BY OTHERS.

☑ PROCUREMENT OF PLANS, PERMITS & COURIER SUBMITTALS (☑ FEES BY CLIENT/ ☐ FEES BY JMG)

☑ FIRE TESTING IN ACCORDANCE WITH NFPA ☐ RUNNER SERVICE IN ACCORDANCE WITH NFPA

CLIENT TO PROVIDE (General):

☑ TWENTY-FOUR HOUR, 110V POWER

☑ IT IS AGREED AND UNDERSTOOD THAT IF CLIENT REQUIRES JMG TO UTILIZE, AT A COST OR FEE TO JMG, THE SERVICES OF A THIRD-PARTY VENDOR OF CLIENT, I.E., PAYMENT PORTAL, SAFETY PROGRAM REQUIREMENTS, INSURANCE COMPLIANCE, SERVICE REQUESTS, ETC., AND THAT SUCH FEES ARE NOT SPECIFICALLY NOTED IN THE JMG/CLIENT AGREEMENT, CLIENT AGREES THAT SUCH FEES ARE TO BE REIMBURSED BY CLIENT TO JMG

☐ BURGLAR ALARM PERMITS, IF REQUIRED BY YOUR LOCAL MUNICIPALITY. THESE PERMITS ARE OFTEN REQUIRED FOR THE USE AND MONITORING OF BURGLAR ALARM SYSTEMS. FAILURE TO PROCURE A PERMIT MAY PREVENT JMG FROM MONITORING YOUR SYSTEM AND LOCAL AUTHORITIES FROM RESPONDING TO ANY SIGNALS.

☐ _____ NETWORK DROP(S) AND/OR _____ STATIC IP ADDRESS(ES) FOR NETWORK COMMUNICATION OF APPLICABLE DEVICES.

☑ LIFT OR LIFT FEES, AS NEEDED FOR COMPLETION OF THE SYSTEM.

☑ ACCESS TO WALLS, CEILING AND/OR ROOF AS NECESSARY.

☑ RELAYS OR OTHER FACILITIES REQUIRED FOR THE CONNECTION OF CLIENT-OWNED EQUIPMENT.

☑ ANY REPAIR, REPLACEMENTS OR ADDITIONS TO EXISTING EQUIPMENT WILL BE RENDERED ON A TIME AND MATERIAL BASIS. JMG ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MAINTENANCE, OPERATION, NON-OPERATION OR ACTUATION OF CLIENT-OWNED EQUIPMENT.

☐ THE CLIENT IS RESPONSIBLE FOR THE ON-GOING SUPPORT AND MAINTENANCE OF THE BASE OPERATING SYSTEM SERVER AND ALL CLIENT WORKSTATIONS. THIS INCLUDES ALL WINDOWS UPDATES AND VIRUS PROTECTION FOLLOWING MANUFACTURERS GUIDELINES.

☐ JMG HAS INCLUDED IN COST ESTIMATED: ☐ BLUEPRINT FEES OF $_____, ☐ PLAN CHECK/PERMIT AND COURIER FEES OF $_____ AND/OR ☐ LIFT FEES OF $_____. IT IS UNDERSTOOD AND AGREED THAT SHOULD THE COST OF THE BLUEPRINTS, PLAN CHECK/PERMITS AND/OR LIFT FEES BE MORE THAN ESTIMATED CLIENT WILL PAY THE DIFFERENCE, AS APPLICABLE

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CLIENT TO PROVIDE (Fire):

- ☑ DEDICATED POWER CIRCUIT CONNECTED TO FACP IF A FIRE ALARM SYSTEM IS BEING INSTALLED.
- ☐ ROOF PENETRATIONS WITH ROOF JACKS.
- ☐ ENGINEERED DRAWING FEES, BLUEPRINT FEES, FIRE PERMIT/SUBMITTAL FEES AND/OR COURIER FEES NECESSARY FOR COMPLETION OF THE SYSTEM. **THESE FEES ARE NOT INCLUDED IN THE CONTRACT PRICE UNLESS SPECIFICALLY INDICATED ABOVE.**
- ☐ ALL CONDUIT, PULL STRING, BOXES AND FITTINGS AS REQUIRED.
- ☐ DUCT SMOKE DETECTORS INCLUDING INSTALLATION & CALIBRATION.
- ☑ PLYWOOD BACKBOARD FOR JMG'S ALARM CONTROL PANEL.
- ☐ MOUNTING OF JMG PROVIDED TRANSFORMER ENCLOSURE. (FIRE ALARM ONLY)
- ☑ KNOX BOX.
- ☐ UNIVERSAL OR INDEPENDENT SHUTDOWN OF ALL HVAC UNITS AS REQUIRED BY THE AHJ/FIRE DEPARTMENT
- ☑ SWITCHES AS FOLLOWS: ☐ TAMPER SWITCHES ☐ REMOTE TEST PLATE ☐ BUTTERFLY SWITCHES ☐ ANSUL CONTROLLER ☐ FLOW SWITCHES
- ☑ THE LOCATION AND DESCRIPTION OF THE FIRE PROTECTION EQUIPMENT HAS BEEN TAKEN FROM PLANS OR ESTIMATES. IT IS UNDERSTOOD AND AGREED THAT THE LOCATION, DESCRIPTION DESIGN, CABLING AND QUANTITY OF FIRE DEVICES TO BE INSTALLED MAY BE SUBJECT TO APPROVAL OF THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) AND SHOULD THE SYSTEM, WHEN FINALLY COMPLETED, CONSIST OF MORE OR LESS PROTECTION EQUIPMENT THAN SPECIFIED, THE MONTHLY SERVICE CHARGE AND THE INSTALLATION CHARGE SHALL BE INCREASED OR DECREASED, IN ACCORDANCE WITH THE PREVAILING SERVICE CHARGES FOR THE NUMBER OF UNITS ADDED OR DEDUCTED.

CLIENT TO PROVIDE (Access & Surveillance):

- ☐ UNINTERRUPTED POWER SUPPLY (UPS).
- ☐ ADEQUATE LIGHTING FOR CAMERAS
- ☐ CLIENT ACKNOWLEDGES THAT THE VIDEO RECORDING DEVICE(S) USED TO STORE DATA IS BASED ON STANDARD COMPUTER HARD DRIVE TECHNOLOGY AND THAT IN THE UNCOMMON EVENT OF HARD DRIVE FAILURE THE DATA MAY NOT BE ABLE TO BE EXTRACTED. REDUNDANT AND/OR ARCHIVE CAPABLE HARD DRIVE SYSTEMS ARE AVAILABLE AT ADDITIONAL COSTS.
- ☐ ELECTRIFIED LOCKING HARDWARE, APPROPRIATE POWER SUPPLY AND HARDWARE WIRING. INSTALLATION & SERVICE BY OTHERS. JMG WILL COIL WIRE ABOVE APPLICABLE DOOR, LOCK INSTALLER WILL NEED TO BRING CABLE TO HINGE AND MAKE ALL CONNECTIONS TO LOCKING HARDWARE.

Job # 48871-1 Contract

Final Audit Report 2026-04-16

Created:	2026-04-16
By:	Kimberly Adan (kadan@jmgsecurity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy0rRnMxvWI5O3j6g9LvoLPS4UmBbkT8T

"Job # 48871-1 Contract" History

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Email viewed by Gil Ledesma (gledesma@jmgsecurity.com)
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Document e-signed by Gil Ledesma (gledesma@jmgsecurity.com)
Signature Date: 2026-04-16 - 4:33:56 PM GMT - Time Source: server

Agreement completed.
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17150 Newhope St, Ste. 109
Fountain Valley, CA 92708
Tel: 800-900-4564 Fax: 714-545-0352
www.jmgsecurity.com

JMG SECURITY SYSTEMS, INC.
Addendum

The following equipment shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 4/15/2026 between JMG Security Systems, Inc., a California Corporation (hereinafter "JMG") and CITY OF OJAI (hereinafter "Client") at the following location:
510 PARK ROAD OJAI CA 93023

THE CLIENT REQUESTS AND JMG AGREES TO PROVIDE THE FOLLOWING PROTECTION:

☑ Which will be owned by the client upon payment of the installation fee in full, or
☐ Which will remain the sole property of JMG and be provided for the client use for a monthly fee

TO ACCOUNT FOR PREVAILING WAGE REQUIREMENT; +$4480 ADDED TO PROJECT

CLIENT AGREES TO PAY $4,480.00 **IN ADDITIONAL SALES/ INSTALLATION FEE (☐ ½ DEPOSIT DUE NOW)**

AND AN ADDITIONAL NA **PER MONTH IN ☐ USE/MONITORING/ ☐ SYSTEM SUPPORT AGREEMENT FEES.**

TO BE COMPLETED BY JMG

Accepted by Gil Ledesma

Date 04/23/2026 VP Sales and Marketing
TITLE

Alarm Agent M HALFMANN Agent # 531352

TO BE COMPLETED BY CLIENT

Authorized Signature Date

Signer's Name (printed or typed)/Title

Business/Residence Phone Fax

e-mail:

Kristy Rivera

Kristy Rivera (Apr 22, 2026 16:24:45 PDT)

Rev 12/23

PREVAILING WAGE ADJUST 4.17.26

Final Audit Report 2026-04-22

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Signer kristy.rivera@ojai.ca.gov entered name at signing as Kristy Rivera
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Document e-signed by Kristy Rivera (kristy.rivera@ojai.ca.gov)
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Job # 48871-1-1 Addendum

Final Audit Report 2026-04-23

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Agreement completed.
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Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **August 25, 2026**

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

RECOMMENDATION

1. Approve the proposed response to the County of Ventura Civil Grand Jury Report.

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.

During the August 11, 2026 City Council meeting, the City Council discussed the proposed response and provided direction to the City Attorney's Office to update the response. The updated response reflects the City Council's requested changes. All of the revisions requested by Council are reflected in Attachments B (clean copy) and C (redline) to this report. There was one response (to Finding No. F-05) to which Council requested that the City Attorney verify the date of issuance of the Notice of Funding Availability (NOFA). After

further review of the NOFA, the City Attorney also recommends additional clarifying revisions reflected in the redline and incorporated in the clean version.

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 – clean copy
C. Proposed Response to Civil Grand Jury Report – redline copy

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)

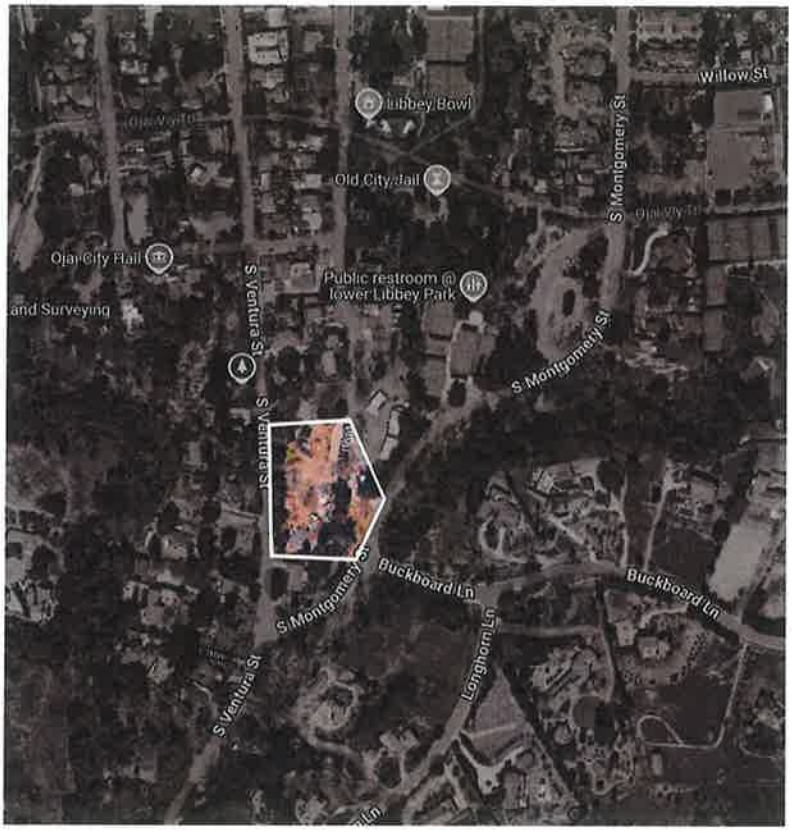


Figure 2: Ojai Permanent Supportive Housing Proposed Location. Source: City of Ojai Website (Ref-003)

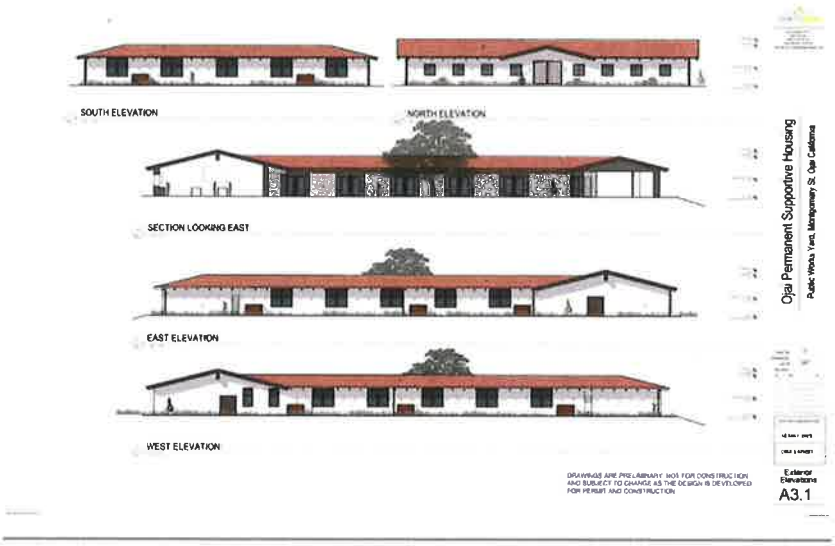


Figure 3: Ojai Permanent Supportive Housing Preliminary Design. Source: City of Ojai Website (Ref-003)

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

Ref-009. City of Ojai website - Administrative report dated December 1, 2023. Accessed on September 8, 2025, from https://drive.google.com/file/d/1OqlkbYPjnJbaqUM-9NTrseK5oYGgwRud/view

Ref-010. City of Ojai website - Administrative report dated January 19, 2024. Accessed on September 8, 2025, from https://drive.google.com/file/d/1-R9xOW2q6LX8gejtvAY1r0QUWPH3PvL0/view

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_BoBYljelLoi1IgwbbIrM6HZMc/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 A. 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: *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 Section 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 explanation 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: *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 in November 2023, and the deadline for submitting an application for Application Window #1 of Funding Round 3 was January 31, 2024. Though Funding Round 3 included multiple application windows, according to the Notice of Funding Availability, the application would only remain open until all program funds were exhausted (and so, if all funds were awarded in Application Window #1, there was the potential that no funds would be available for subsequent Application Windows). 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: *Agree;* however, see explanation 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 explanation 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: *Agree*; however, the City's decision was based on representations from other agencies and experts that DignityMoves was uniquely qualified to provide the product and services, based on its 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: *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: *Agree.* 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.

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: *Agree.* As noted above, the City agrees that DignityMoves was not selected through an open and competitive process. However, with respect to the project more generally, since late 2023, the City has endeavored to provide transparency by conducting twenty-two (22) public meetings regarding 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: *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 Project is still on schedule to be completed within the timeline required by the grant.

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.* Since January 2026, the City has been evaluating the need for revisions to its purchasing procedures and practices. On July 14, 2026, the City Council formally 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 Member 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.

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 A. 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*~~*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 Section 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~~ explanation 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*~~*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~~ in November ~~27,~~ 2023~~.~~, and ~~T~~the deadline for submitting an application for Application Window #1 of Funding Round 3 was January 31, 2024. Though Funding Round 3 included multiple application windows, according to the Notice of Funding Availability, the application would only remain open until all program funds were exhausted (and so, if all funds were awarded in Application Window #1, there was the potential that no funds would be available for subsequent Application Windows). ~~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*~~*Agree;* however, see explanation~~. 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~~ explanation 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*~~*Agree*; however, the City's decision was based on representations from other agencies and experts that~~-~~ DignityMoves was uniquely qualified to provide the product and services, based on its~~had~~ ~~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*~~*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*~~*Agree*. 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*~~*Agree*. As noted above, the City agrees that DignityMoves was not selected through an open and competitive process. However, with respect to the project more generally, since late 2023, the City has ~~conducted~~ endeavored to provide transparency by conducting 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*~~*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.~~the Project is still on schedule to be completed within the timeline required by the grant.

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.* Since January 2026, the City has been evaluating the need for revisions to its purchasing procedures and practices. On July 14, 2026, the City Council ~~has~~ formally 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 Member 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 25, 2026**

SUBJECT: **County of Ventura Civil Grand Jury Report Regarding Countywide Response to Public Complaints About Fireworks** ***(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 issued a report regarding the countywide response to public complaints involving fireworks. The report evaluates current practices related to fireworks complaints, enforcement, interagency coordination, public education, and local regulations throughout Ventura County.

As part of its report, the Civil Grand Jury issued findings and recommendations directed to various public agencies, including the City of Ojai. The City is required to respond only to the specific findings and recommendations that the Civil Grand Jury directed to Ojai, and is not required to respond to finding or recommendations for Under California Penal Code Sections 933, governing bodies that are the subject of Civil Grand Jury findings and recommendations are required to provide formal responses within the applicable statutory timeframe. The response must address each finding and recommendation specifically directed to the responding agency and must follow the response categories established by State law.

For each finding requiring a response, the City must indicate whether it:

- Agrees with the finding; or
- Disagrees wholly or partially with the finding, with an explanation of the portion that is disputed and the reasons for the disagreement.
-

For each recommendation requiring a response, the City must generally indicate whether the recommendation:

- Has been implemented;
- Has not yet been implemented but will be implemented in the future, including a timeframe for implementation;
- Requires further analysis, including an explanation and timeframe for the analysis;

or

- Will not be implemented because it is not warranted or is not reasonable, including an explanation supporting that determination.

The City's proposed responses are intended to meet the requirements of California Penal Code Sections 933 while accurately reflecting the City's existing practices, regional partnerships, and approach to fireworks enforcement. Council may approve the proposed responses as presented or provide direction to staff regarding revisions prior to submission to the Ventura County Civil Grand Jury.

Following Council approval, staff will finalize and transmit the City's responses in accordance with the Civil Grand Jury's required response process.

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

OPTIONS

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

FISCAL IMPACT
There is no direct fiscal impact associated with approving and submitting the City's response to the County of Ventura Civil Grand Jury report.

Prepared by: Norma Cervantes, Assistant to the City Manager

ATTACHMENT(S)

A. Civil Grand Jury Report
B. Proposed Response to Civil Grand Jury Report

COUNTY of VENTURA
Civil Grand Jury

Countywide Response to Public Complaints About Fireworks

June 25, 2026



COUNTYWIDE RESPONSE TO PUBLIC COMPLAINTS ABOUT FIREWORKS

SUMMARY

The public's discharge of fireworks in Ventura County — legal and illegal — impacts the quality of life for residents, and impacts law enforcement and fire departments both financially and from a staffing standpoint. These explosions have other impacts, such as negative effects on individuals suffering from post-traumatic stress disorder (PTSD), fire danger, noise disturbance to citizens, and trauma to pets. In response to a public complaint to the Ventura County Civil Grand Jury, an investigation identified concerns regarding record-keeping of calls from residents about illegal fireworks, as well as different responses by law enforcement agencies to public complaints, and varied degrees of implementing technology that would assist in responding to those complaints.

Additionally, the Civil Grand Jury investigation found inconsistency among cities regarding the legality of possession and legally discharging so-called "safe and sane" fireworks. Those fireworks are purchased legally in Fillmore and transported to areas of the county where possession and discharge are illegal.

METHODOLOGY

The Civil Grand Jury conducted interviews with leaders of the Ventura County Sheriff's Office (VCSO), city police agencies in the county, the Ventura County Fire Department (VCFD), Ventura County Animal Services (VCAS), and the Ventura County Medical Center (VCMC) regarding the nature of public complaints about fireworks, how those agencies respond to the complaints, and the direct and indirect impact the discharge of fireworks has on residents of Ventura County.

Additionally, the Civil Grand Jury conducted research on governmental agencies, made several site visits, surveyed social media, and reviewed other California civil grand jury reports and news reports.

The Civil Grand Jury recommends enhanced coordination and cooperation among law enforcement agencies and city fire departments, as well as engagement with state agencies, departments, or committees to determine best practices for enforcement and public compliance with laws and regulations regarding the sale and use of fireworks. It also recommends that the Ventura County Board of Supervisors pass a Host Liability Ordinance incorporating fireworks, applicable to the unincorporated areas of Ventura County. Lastly, the Civil Grand Jury recommends that each city that lacks a fireworks host liability ordinance (Ojai, Moorpark, Camarillo, Simi Valley and Thousand Oaks) develop one.

BACKGROUND

Fireworks are generally categorized in two ways, as "dangerous" or "safe and sane." "Dangerous" fireworks, as defined by California law, include skyrockets and rockets, Roman candles, firecrackers, "chasers" that travel along the ground, and various chemical compounds. (Ref-002) California Health and Safety Code 12505 prohibits discharge of "dangerous" fireworks by the public in all areas of California. (Ref-002) However, California allows the public to discharge "safe and sane" fireworks. "Safe and sane" fireworks are defined as "any fireworks that have been approved by the U.S. Consumer Product Safety Commission and that have been carefully examined and tested by the State Fire Marshal and determined by the State Fire Marshal that the fireworks meet and are in compliance with the general and specific standards for design, construction, performance, and labeling for 'safe and sane' fireworks, as set forth in Chapter 6 (commencing with Section 979) of Division 1 of Title 19 of the California Code of Regulations, as it reads on July 1, 2023." (Ref-003)

TYPES OF FIREWORKS

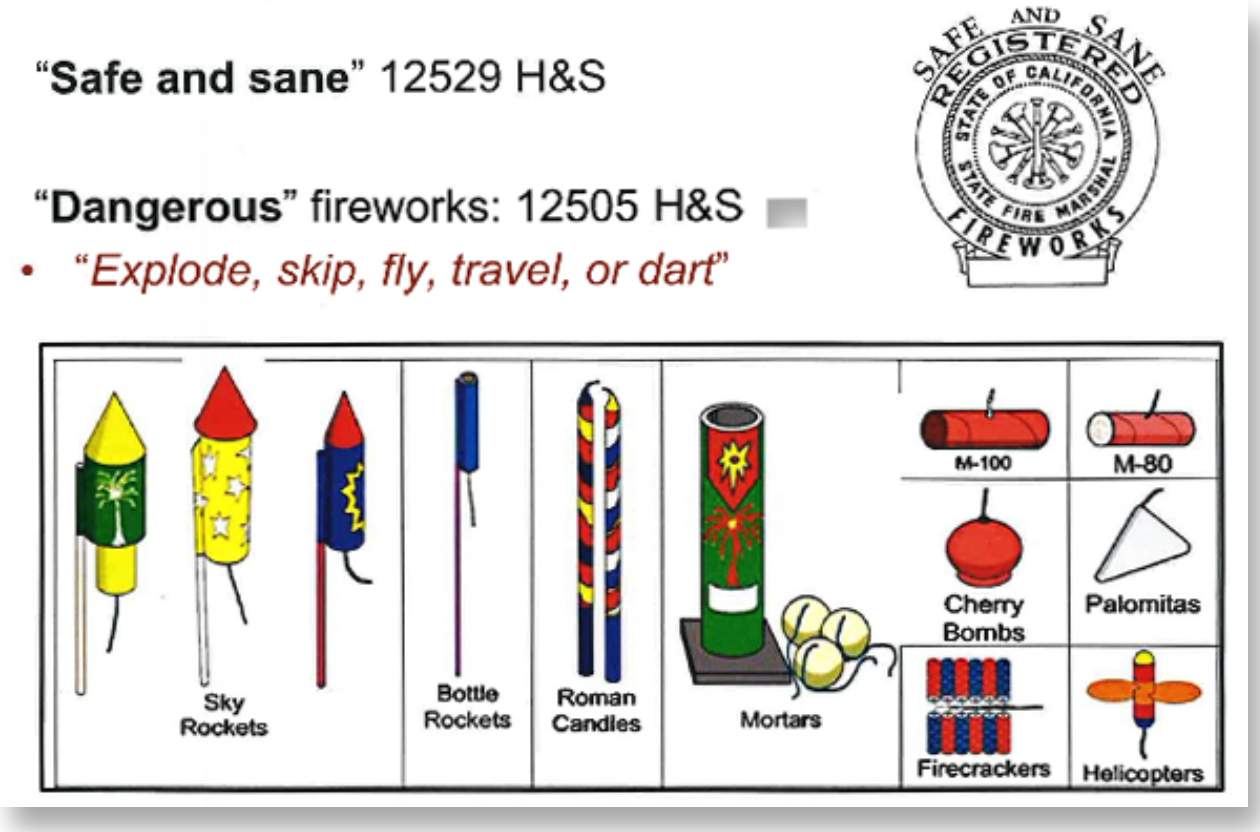


Figure 1. Types of Fireworks. Source: CA State Fire Marshal (Att-008a)

Throughout California, the illegal possession and discharge of fireworks remain a challenge. According to the California Department of Forestry and Fire Protection's (CAL FIRE's) Office of the State Fire Marshal, "... illegal activity remains prolific and increasingly blatant." (Ref-004) CAL FIRE is establishing a Public Safety Fireworks Enforcement Task Force, composed exclusively of fire service and law enforcement members (with no fireworks industry participation) to review current state laws and regulations and develop recommendations to enhance enforcement and compliance. The task force plans to issue a formal report in 2026. (Ref-004)

Locally, the possession and discharge of any fireworks is illegal in all of Ventura County. (Ref-005) Four cities have passed restrictions on possession and use of fireworks (Oxnard, Ventura, Santa Paula, and Fillmore). (Ref-005c, Ref-005d, Ref-005e, Ref-005f, Ref-007) In addition, the remaining six cities and the unincorporated areas of Ventura County are under the jurisdiction of the Ventura County Fire Protection District (VCFPD), which has enacted Section 5601 of Ordinance 34 prohibiting possession and use of fireworks. (Ref-005a, Ref-005b), Individual jurisdictions can pass ordinances that override the county ordinance. (Ref-006) Within Ventura County, only the City of Fillmore has passed an ordinance that allows the sale and discharge of "safe and sane" fireworks during specific dates. (Ref-007)

Within Ventura County, public and law enforcement attitudes regarding fireworks vary. Interviews with leaders in several law enforcement agencies indicate that there are differing perceptions about the seriousness of the fireworks situation. (Ref-001) This has led to differing commitments by law

enforcement in addressing and responding to public fireworks complaints. (Ref-001) Each municipality passes its own ordinances and sets financial penalties regarding fireworks, including policies and priorities to enforce the ordinances. There is no uniformity within the county. (Ref-001)

All 10 cities and the unincorporated areas of Ventura County experience discharge of fireworks, primarily around the Fourth of July. The county's law enforcement agencies receive hundreds of calls from the public during "fireworks season" (which requires the assignment of personnel to respond to the calls for service). Each city defines "fireworks season" slightly differently, but all include several days before the Fourth of July through July 5. (Ref-001)

Ventura County law enforcement agencies report that the fireworks are a combination of "safe and sane" fireworks obtained legally in Fillmore and locations outside Ventura County but illegally discharged in Ventura County (outside of Fillmore), plus "dangerous" fireworks illegally obtained within and outside Ventura County. (Ref-001)

Law enforcement agencies throughout Ventura County report similar impacts on their communities from the discharge of fireworks, such as trauma to pets, negative effects on individuals suffering from PTSD, fire danger, and noise disturbance to citizens, even during late-night and early-morning hours. (Ref-001) Ventura County's law enforcement agencies and fire departments, animal services, and veterans service agencies all report, to varying degrees, financial or emotional impacts and acknowledge there is a significant emotional and mental health fallout from fireworks. (Ref-001)

Due to the development and adaptation of drone technology, some police departments throughout California are investigating, or have implemented, the use of drones to assist in detecting specific locations where fireworks are being discharged. They have used public messaging to announce that drones will be deployed in advance as a deterrent to those inclined to discharge fireworks. (Ref-008, Ref-009) Ventura County law enforcement agencies are at different stages of investigating and implementing this technology. (Ref-001)

DISCUSSION

The Civil Grand Jury's interviews with law enforcement officials in Ventura County reflected their understanding of the public's attitudes toward fireworks and revealed their current efforts at responding to complaints about fireworks discharge.

Justification for the public's discharge of fireworks around the Fourth of July dates at least to President John Adams, who in 1776 wrote, "It [Independence Day] ought to be solemnized with Pomp and Parade, with Shews (sic), Games, Sports, Guns, Bells, Bonfires and Illuminations from one End of this Continent to the other from this Time forward forever more." (Ref-010)



Figure 2. Reality of Fireworks. Source: Oxnard Police Department, April 2026. (Att-008b)

Impacts on Ventura County

Law Enforcement: The volume of complaints to law enforcement agencies regarding fireworks is reflected in the following table:

JURISDICTION	YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
VCSO*	2023	15	10	3	19	25	150	353	40	27	9	25	37	713
	2024	26	4	6	14	26	177	355	42	34	51	25	55	815
	2025	24	10	17	26	14	166	328	42	18	20	49	26	740
Oxnard	2023	29	5	3	14	34	275	579	25	29	30	17	35	1,075
	2024	28	5	7	7	57	415	670	40	37	31	20	95	1,412
	2025	52	14	10	13	65	213	585	36	23	32	57	74	1,174
Ventura	2023	13	6	3	3	19	77	412	28	11	14	5	26	617
	2024	15	2	4	8	100	211	455	25	27	38	19	31	935
	2025	33	5	28	4	22	74	362	47	14	20	16	25	650
Port Hueneme	2023	9	1	1	8	11	62	118	6	8	1	4	4	233
	2024	7	0	0	2	18	81	113	7	7	5	2	9	251
	2025	5	1	2	4	10	53	111	3	7	3	10	10	219
Santa Paula**	2023													
	2024													
	2025													
Simi Valley	2023	22	4	13	8	7	30	505	10	10	6	4	32	651
	2024	21	6	4	1	6	44	293	17	9	17	5	18	461
	2025	23	2	3	4	9	46	287	21	7	9	8	15	454

** VCSO data includes the cities of Camarillo, Fillmore, Ojai, Moorpark, Thousand Oaks, and the unincorporated areas of Ventura County*
***Data not provided as of report publication*

Figure 3. Number of Public Fireworks Complaints by Month. Three-year history of public fireworks complaints. (Att-001, Att-002, Att-003, Att-004, Att-005)

As reflected in Figure 3 above, despite varied efforts by different governmental agencies to educate the public about fireworks, the annual total of public complaints about fireworks has remained about the same over the last three years.

VCFD: The Civil Grand Jury learned that fires are frequently attributed to fireworks. (Ref-001) From 2023 to 2025, there were 107 fire calls to VCFD where fireworks were a contributing factor. (Att-006) In June 2024 a two-alarm fire was reported in Simi Valley. The heat source was determined to be fireworks, and the fire grew to just under five acres. The incident required dispatching 11 fire trucks, two helicopters, and a dozer. The fire was extinguished approximately 19 hours later. All firefighting costs incurred were the responsibility of VCFD (no cost sharing with the state). (Ref-001, Att-007)

Animal Services: Fireworks explosions impact our beloved pets. In interviews with VCAS personnel, the Civil Grand Jury learned that the agency does not compile statistics on fireworks-related events (such as animals escaping yards, surrendering of animals by their owners, lost animals). Instead, they acknowledge that they receive anecdotal information from residents about fireworks frightening their

pets, which in turn causes trauma to some animals or leads to runaways. It also contributes to people dropping off animals at VCAS for temporary caretaking. In response to the impact of July Fourth fireworks on our pets, the agency uses social media to reach out to the Ventura County community, offering support for animal owners during fireworks season. (Ref-011)

Because of the linear design of the buildings at VCAS, there is ongoing noise from the echoing of dog barking and, therefore, there is little effect from outside noises on the animals in the Camarillo shelter. (Ref-001)

Veterans, Retired Law Enforcement Personnel, Victims of Violent Crimes: Veterans suffering from PTSD can find July Fourth to be a challenge. The U.S. Department of Veterans Affairs addresses this directly on its website, stating, "While fireworks symbolize freedom, their sudden booms, flashing lights, and smoky trails can trigger intense reactions for those who've experienced trauma, especially combat veterans. Loud noises often resemble gunfire. The unpredictability of neighborhood displays can shatter a veteran's sense of safety." (Ref-012) The Civil Grand Jury interviewed some Ventura County veterans who confirmed their reactions to fireworks are like those seen nationally. (Ref-001) Law enforcement officers who have experienced shootings and victims of violent crimes also experience trauma from fireworks explosions. (Ref-001)

Hospital Emergency Room Visits: Hospitals and other agencies in the U.S. voice concern about injuries caused by fireworks. (Ref-013, Ref-013a, Ref-013b, Ref-013c) According to the U.S. Product Safety Commission, children under the age of 15 and adults between 25 and 44 are the age groups most likely to be injured by fireworks and end up in the hospital emergency room. (Ref-014) In 2024 an estimated 14,700 people were treated in emergency rooms nationwide due to fireworks injuries. (Ref-014) In Ventura County, hospital emergency rooms experience an influx of fireworks-related injuries, mainly to the hand and the foot, during the days surrounding the Fourth of July. However, VCMC does not increase staffing during these days, so, although there is an influx of fireworks-related incidents at the emergency room during fireworks season, there is no additional cost to the hospital budget. (Ref-001)

Police Agencies' Responses to Fireworks Complaints

As far back as 2017 Oxnard held community-fireworks discussions with city, police and fire department management. In mid-2025 the Oxnard Police Department involved members from the eight active neighborhood council associations as well as city and fire department management out of concern about citizens' complaints to the police department. The police department acted upon input from citizens and implemented the department's professional expertise and experience to create a best-practice model of responding to and enforcing violations of fireworks ordinances. (Ref-001) (Att-017a)

In 2024 Oxnard introduced fixed-wing aircraft to support enforcement. Oxnard Police Department has also implemented community-outreach efforts through Facebook, Instagram, radio station broadcasts, and its own website to educate the public about fireworks. In addition, Oxnard started sending short-term-rental hosts an advance-warning letter about the city's fireworks enforcement. (Ref-001) (Att-017a)

All law enforcement agencies staff up to increase patrol personnel around July Fourth to deal with fireworks complaints. This is done through paying overtime, pulling staff off other duties or canceling time off. The goal is to be fully staffed. During this period, utilizing staff to respond to fireworks complaints removes them from other important duties and their day-to-day expertise. (Ref-001)

COUNTYWIDE RESPONSE TO PUBLIC COMPLAINTS ABOUT FIREWORKS

Oxnard uses a priority system to classify calls to its dispatch center. Calls about fireworks that provide nonspecific information (such as, "I hear fireworks exploding a couple of blocks away") are given a lower Priority 7. Calls about fireworks that give a specific address, vehicle information, name of person, or a more specific location identifier are given a higher Priority 3. The Priority 7 calls are typically broadcast to officers, but officers might not be assigned because of the nonspecific nature of the call. No other law enforcement jurisdiction in Ventura County uses a prioritizing system to manage fireworks complaints. (Ref-001) (Att-018)

Documentation of complaints varies among agencies. Some record detailed statistics; others don't. (Ref-001)

In addition to enhanced staffing around July Fourth, Oxnard also has implemented additional strategies in anticipation of the surge in fireworks activity, including:

- Data-driven maps of the City of Oxnard displaying snapshots of fireworks activity, used to assist asset deployments within city limits (see Figure 4, below, showing a point-in-time snapshot of fireworks activity on July 4, 2025).
- Pre-holiday deployments: Neighborhood Policing Teams and Unmanned Aerial System (UAS) Team, which involves using drones.
- Deployment of fixed-wing aircraft for thermal imaging to record specific parcel numbers, which can result in citations.

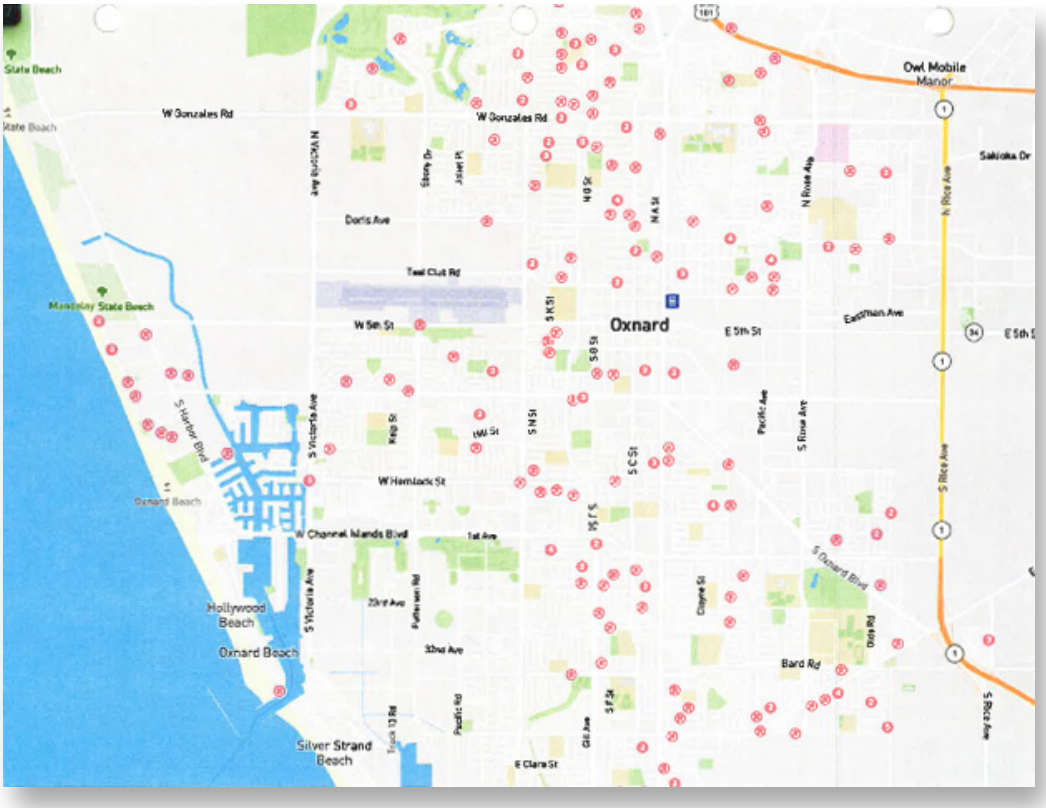


Figure 4. Oxnard Police Department Point-in-Time Map Showing Active Fireworks Calls at 9:40 PM on July 4, 2025. (Att-008c)

In addition to incurring increased costs and reassigning officers to help respond to fireworks complaints, law enforcement agencies' responses present other challenges: (Ref-001)

- Response times to complaints are affected by "competition" between fireworks complaints and concurrent emergencies (e.g., felony crimes, traffic accidents, etc.), which also require police resources. As noted earlier, Oxnard deals with this challenge by prioritizing calls.
- If a drone is used to respond (discussed below), its use requires an operator and a spotter. This takes two employees away from other duties and priorities. In addition, to issue a citation as a misdemeanor, an officer must observe or have a recording of the violation.
- Most fireworks complaints are nonspecific, meaning the reporting party does not designate a specific address where the fireworks are being discharged, so an immediate response to the incident becomes problematic.
- Some complaints give a specific location but present challenges — examples are a single shot of a firework (event is over before police can respond); fireworks discharged in the street (difficult to attribute to a specific person); or offenders scattering before police officers arrive.
- If law enforcement issues a civil citation for fireworks discharge through a host liability ordinance (explained below), in some cases an appeal hearing officer may lower the civil fine, which can undermine the effect of the civil citation.

Other Efforts to Reduce Fireworks Incidents

A host liability ordinance is used in situations where a property owner rents their property on a short-term basis (e.g. through Airbnb). Several Ventura County cities have adopted host liability ordinances. (Ref-015, Ref-015a, Ref-016, Ref-016a, Ref-017, Ref-017a, Ref-018, Ref-018a) Under this type of ordinance the property owner can be held liable if the owner has not informed tenants of the illegality of shooting off or possessing fireworks and has reason to believe the tenants might do so. There is no countywide host liability ordinance. In those cities that have host liability ordinances (listed in the table below), Ventura County law enforcement agencies send letters to short-term rental landlords in advance of the Fourth of July to advise about the ordinance and the landlord's responsibility to advise renters of fireworks ordinances in the city. (Ref-001)

Police departments in Oxnard, Port Hueneme, Santa Paula, and Ventura choose to issue administrative (civil) fines through host liability ordinances to violators of fireworks regulations, rather than with a Health and Safety Code violation. A civil citation must meet a "preponderance of evidence" standard, while a Health and Safety Code violation requires proof "beyond a reasonable doubt," a more difficult standard to meet. (Ref-001)

The table below identifies communities that have host liability ordinances that address fireworks. Beyond the cities listed, host liability ordinances are not in effect for Simi Valley and all other areas of Ventura County, including the cities and unincorporated areas where VCSO has primary law enforcement responsibility:

CITY	YEAR ADOPTED	INITIAL VIOLATION FINE	SUBSEQUENT VIOLATION FINE
Oxnard	2018	$250 (safe and sane) $1,000 (dangerous)	2nd = $500; 3 or more=$1,000 (safe/sane)
Santa Paula	2020	$500	$1,000
Ventura	2018	$132	2nd =$264; 3 or more =$396
Port Hueneme	2018	$250	2nd=$500; 3 or more=$1,000

Figure 5. Various Ventura County cities host liability ordinances (Ref-015a, Ref-016a, Ref-017a, Ref-018, Att-009, Att-010)

The Sheriff's Office contracts with five Ventura County cities — Camarillo, Fillmore, Moorpark, Ojai, and Thousand Oaks — for law enforcement services. Of these five cities, only Fillmore has a municipal code of strict liability, where deputies can cite the property owner for illegal fireworks being discharged from their property. (Ref-018a) Moorpark is researching the option of implementing a host liability ordinance regarding fireworks but has not acted as of this report. (Ref-001)

In 2022 the staff of Simi Valley introduced Municipal Ordinance 1338 for consideration. This ordinance proposed making possession, sale, and discharge of fireworks illegal. In addition it proposed a host liability ordinance regarding fireworks. To the Civil Grand Jury's knowledge, this ordinance was never approved by the Simi Valley City Council. (Ref-025)

Below is an overview of civil citations issued and collected through host liability ordinances that relate to fireworks. (Ref-001)

City	Year	# Issued	$ Issued	$ Collected	# Dismissed via Appeal
Oxnard	2023	59	$41,500	$8,100	9
	2024	50	$35,000	$12,025	7
	2025	59	$47,000	$12,175	5
Santa Paula	**				
Ventura	2023	9	$2,188	$996	1
	2024	15	$12,396	$6,132	2
	2025	13	$6,056	$3,160	0
Port Hueneme	2023	0	$0	$0	
	2024	0	$0	$0	
	2025	0	$0	$0	
*** No information available or not tracked*					

Figure 6. Host Liability Ordinance Fines, by City. (Att-011, Att-012, Att-013)

In addition to the use of host liability ordinances, the VCSO, police departments, and the Ventura County District Attorney have taken other steps to reduce the incidences of fireworks discharge in advance of July Fourth. (Ref-001) These efforts include the use of press releases in advance of the holiday, social media, tip lines, emails, warning letters, message trailers on streets, pre-holiday deployments, mapping tools (to help identify high-incident areas), and enhanced staffing around July Fourth. Despite these efforts no agency has "solved the problem" (as is evidenced by the ongoing number of public complaints). Sheriff and police leaders state that stopping discharge of fireworks remains an elusive goal, and it is difficult to assess the effectiveness of the outreach efforts through social media and public-service announcements. (Ref-001)

Use of Drone Technology

The advent of drone technology has given law enforcement additional tools to respond to fireworks complaints. Using drones as a first responder offers an alternative to dispatching personnel as the first step in securing public safety, including the discharge of fireworks.

Advantages of using drones in response to fireworks complaints include:

- A drone can arrive at a location sooner than deployed officers. Drones can be based in a stationary location in a pod on top of a building, enabling stationing in strategic locations. As an alternative, they can be housed in a patrol car and transported to the site for deployment. (Ref-001)
- With GPS and video capability, drones might eliminate the need for deployment of officers to a site, which can accomplish two goals: obtaining information and reducing officers' exposure to possible harmful behavior from individuals. Officers responding to fireworks complaints may find themselves in large crowds, outnumbered, and at risk of injury. (Ref-001)
- Information obtained by drones can include the address of an offense and video or photos of offenders in the act, which can be used as evidence supporting a civil citation. In addition, drones offer more flexibility and quicker response times than from the use of a manned helicopter. (Ref-001)

Requirements for Using Drone Technology

For government agencies to operate a drone or Unmanned Aircraft System (UAS), the drone pilot must be Federal Aviation Administration (FAA), Part 107, certified (Ref-019), or the agency must obtain a signed FAA Certificate of Waiver (Ref-020) or Authorization. Law enforcement agencies can obtain waivers of standard drone regulations through application to the FAA. In late January 2026, the City of Elk Grove, CA, obtained an FAA waiver, allowing it to operate drones at an altitude of 400 feet and beyond the operator's visual line of sight. (Ref-021) This exceeds the normal regulation, restricting the operating of a drone to within the operator's visual line of sight. Other waivers may be possible in the future.

Current Use of Drones by Ventura County Law Enforcement Agencies

The use of drone technology by law enforcement agencies in Ventura County varies in the stages of deployment. The following table outlines the number of drones in use by each jurisdiction:

Jurisdiction	Number of Drones 2026	Number with thermal cameras	Number with Capability to Record GPS Coordinates	Expected Number of Drones 2027
VCSO	23	23	23	24
Oxnard	12	12	10	15*
Ventura	15	2	2	12-15****
Port Hueneme	4	4	4	4
Santa Paula	**	***	***	***
Simi Valley	***			***

** assuming none taken out of service because of age ** seeking bids for two drones*
**** data not provided **** no additional funds allocated to supplement existing fleet*

Figure 7. Current Drone Inventory. Various Ventura County cities drone inventory as of April 2026. (Att-014, Att-015, Att-016, Att-017)

Concerns About Drone Usage

Privacy is an evolving issue related to drone use by law enforcement agencies. Drones can be used in a reactive mode, such as in response to a public complaint about fireworks, or they can be used proactively, such as patrolling an area that is considered a "hot spot" for illegal-fireworks activity. There is a concern within law enforcement that the proactive use of drones might be perceived by the public as an invasion of privacy. (Ref-001) California Civil Code 1708.8 addresses privacy protections as they relate to drone usage. (Ref-022, Ref-022a) Law enforcement must be cognizant of this code and any waivers for law enforcement in making decisions about drone usage.

Interagency Cooperation

All law enforcement officials interviewed for this report stated that there is ongoing cooperation among the cities and county law enforcement agencies and VCFD. There is a monthly meeting of the Ventura County Law Enforcement Coordinating Committee, comprising law enforcement officers from the Sheriff's office, each Ventura County police department, and the California Highway Patrol, to discuss procedures. Mutual aid is part of the cooperation process. (Ref-001) Mutual aid is a formal, voluntary agreement between agencies to share personnel, equipment, and resources during emergencies, large-scale events, or when local capabilities are overwhelmed. These pre-planned, authorized arrangements allow neighboring agencies to provide support, improving safety and efficiency for incidents like natural disasters, riots or mass-casualty events. (Ref-023)

Improved Countywide Response to Fireworks Complaints?

With the exception of Fillmore during a specified period of time, discharge of fireworks of all kinds is illegal in all parts of Ventura County. This is the result of individual cities passing fireworks ordinances (Oxnard, Ventura, Santa Paula, Fillmore) and through an ordinance from the Ventura County Fire Protection District, which has jurisdiction over the unincorporated areas of Ventura County and the cities of Ojai, Port Hueneme, Moorpark, Camarillo, Simi Valley, and Thousand Oaks.

If county and city agencies are able to establish a better-coordinated approach to education and enforcement of fireworks regulations, this could include:

- A unified approach for enforcement of fireworks regulations.
- Coordinated use of resources (personnel and technology) to address the most egregious offenses, target "hot spots," and focus on repeat offenders.

FINDINGS

F-01. The Ventura County Civil Grand Jury finds that there is no public consensus regarding the discharge of fireworks, even if it is deemed illegal.

F-02. The Ventura County Civil Grand Jury finds that most fireworks complaints are nonspecific in location and do not result in a warning or citation.

F-03. The Ventura County Civil Grand Jury finds that despite numerous and varied efforts by law enforcement, the fire department, and the district attorney to educate the public, the number of complaints has not decreased.

F-04. The Ventura County Civil Grand Jury finds that there are varied responses to fireworks complaints among Ventura County law enforcement agencies.

F-05. The Ventura County Civil Grand Jury finds that Fillmore is the only city in Ventura County that allows the purchase and/or discharge of "safe and sane" fireworks, and some of these fireworks are illegally transported to, and discharged in, other parts of the county.

F-06. The Ventura County Civil Grand Jury finds that the use of drone technology to respond to complaints provides benefits to law enforcement, including quicker response times and better identification of offenders.

F-07. The Ventura County Civil Grand Jury finds that there are occasions when civil citations have been issued and citizens can challenge and go through an appeal process to reduce or eliminate any fines. The reduction or elimination of any fines impacts the effectiveness of enforcement actions.

F-08. The Ventura County Civil Grand Jury finds that, with the exception of Fillmore during a limited time around July 4th, through a set of city and Ventura County Fire Protection District regulations, discharge of fireworks is illegal throughout Ventura County.

F-09. The Ventura County Civil Grand Jury finds that the cities of Oxnard, Santa Paula, Ventura, and Port Hueneme have fireworks host liability ordinances.

F-10. The Ventura County Civil Grand Jury finds that the Oxnard Police Department has been a leading Ventura County law enforcement agency in implementing strategies to respond to public complaints about fireworks.

F-11. The Ventura County Civil Grand Jury finds that there is no fireworks host liability ordinance that applies to the unincorporated areas of Ventura County.

F-12. The Ventura County Civil Grand Jury finds that Oxnard, Ventura, Santa Paula and Port Hueneme have existing fireworks host liability ordinances; that Fillmore has a strict liability ordinance regarding fireworks; and that Ojai, Moorpark, Camarillo, Simi Valley, Thousand Oaks do not currently have fireworks host liability ordinances.

RECOMMENDATIONS

R-01. The Ventura County Civil Grand Jury recommends that the Ventura County Board of Supervisors pass a host liability ordinance regarding fireworks, applicable to the unincorporated areas of Ventura County. (F-11)

R-02. The Ventura County Civil Grand Jury recommends that Ojai, Moorpark, Camarillo, Simi Valley, and Thousand Oaks develop their own fireworks host liability ordinances. (F-12)

R-03. The Ventura County Civil Grand Jury recommends that the Ventura County Fire Department maintain ongoing communication with CAL FIRE's Public Safety Fireworks Enforcement Task Force to learn about recommendations to enhance enforcement and compliance with fireworks laws. (F-01, F-02, F-03, F-04, F-05, F-06)

R-04. The Ventura County Civil Grand Jury recommends that the Ventura County Fire Department interface regularly with Ventura County Law Enforcement Coordinating Committee to inform the committee about recommendations from CAL FIRE's Fireworks Enforcement Task Force. (F-01, F-02, F-03, F-04, F-05, F-06)

R-05. The Ventura County Civil Grand Jury recommends that the Ventura County Fire Department and Ventura County Law Enforcement Coordinating Committee meet regularly to strategize best practices to enhance responses to fireworks complaints and establish best practices for enforcement of fireworks regulations. (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-11, F-12)

RESPONSES

Responses invited, but not required, from:

The following appointed officials within 60 days:

Fire Chief, Ventura County Fire Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, F-11, F-12, R-01, R-02, R-03, R-04, R-05)

Responses required from:

The following elected officers within 60 days:

Ventura County Sheriff's Office (F-01, F-02, F-03, F-04, F-05, F-06, F07, F-08, F-09, F-11, F-12, R-04, R-05)

The following governing bodies within 90 days:

Ventura County Board of Supervisors (R-01, R-03, R-04, R-05)

City of Camarillo City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-12, R-02, R-04)

City of Fillmore City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, R-04, R-05)

City of Moorpark City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-12, R-02, R-04)

City of Ojai City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-12, R-02, R-04)

City of Oxnard City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, F-10, R-04, R-05)

City of Port Hueneme City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, R-04)

City of Santa Paula City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, R-04)

City of Simi Valley City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-12, R-02, R-04)

City of Thousand Oaks City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-12, R-02, R-04)

City of Ventura City Council (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09, R-04, R-05)

COMMENDATION

The Ventura County Civil Grand Jury commends the Oxnard Police Department for setting an example for responding to and enforcing violators and violations of fireworks ordinances. This was demonstrated by being the first police department in Ventura County to solicit community input regarding fireworks and in its decision making and development of strategies to respond to fireworks complaints.

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ATTACHMENTS

Att-001. Ventura County Sheriff's Office. Fireworks Calls, 2023-2025.
Att-002. Oxnard Police Department. Fireworks Calls, 2023-2025.
Att-003. Ventura Police Department. Fireworks Calls, 2023-2025.
Att-004. City Port Hueneme. Fireworks Calls, 2023-2025.
Att-005. City of Simi Valley. Fireworks Calls, 2023-2025.
Att-006. Ventura County Fire Department. Fireworks Cause 2023-2025.
Att-007. City of Simi Valley. 2024 Fire Resource Details, June 28, 2024 – June 29, 2024.
Att-008a. Oxnard Police Department. Types of Fireworks.
Att-008b. City of Oxnard. Traditional Reality of Fireworks.
Att-008c. City of Oxnard. 2024 Fireworks Recap, September 18, 2025.
Att-009. City of Port Hueneme. Host Liability Fines, 2023-2025.
Att-010. City of Ventura. Host Liability Fines, 2026.
Att-011. Oxnard Police Department. Fines and Dismissals, 2023-2025.
Att-012. Ventura Police Department. Fines and Dismissals, 2023-2025.
Att-013. City of Port Hueneme. Fines and Dismissals, 2023-2025.
Att-014. Oxnard Police Department. Drone Inventory, 2026.
Att-015. Ventura Police Department. Drone Inventory, 2026.
Att-016. City of Port Hueneme. Drone Inventory, 2026.
Att-017. Ventura County Sheriff's Office Drone Information
Att-017a. Oxnard PD Community Meeting Regarding Fireworks (Recollections)
Att-018. Oxnard PD Priority Assignment of incoming calls

GLOSSARY

TERM	DEFINITION
CAL FIRE	California Department of Forestry and Fire Protection
FAA	Federal Aviation Administration
PTSD	Post-traumatic stress disorder
UAS	Unmanned Aircraft System
VCAS	Ventura County Animal Services
VCMC	Ventura County Medical Center
VCFD	Ventura County Fire Department
VCSO	Ventura County Sheriff Office

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 "Countywide Response to the Public Complaints About Fireworks" The enclosed response was approved by the City Council.

Thank you for your consideration.

Sincerely,

Bethany A. 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
"COUNTYWIDE RESPONSE TO PUBLIC COMPLAINTS ABOUT FIREWORKS"

Finding No. F-01
The Ventura County Civil Grand Jury finds that there is no public consensus regarding the discharge of fireworks, even if it is deemed illegal.

Response*: Partially Agree.* The City acknowledges that public opinions regarding fireworks may vary throughout Ventura County. However, the City has not independently conducted an assessment sufficient to determine whether there is or is not public consensus regarding the discharge of fireworks. Within the City of Ojai, the discharge of fireworks is prohibited, and the City supports compliance with applicable laws and regulations intended to protect public safety, reduce wildfire risk, and minimize impacts to residents, animals, and property.

Finding No. F-02
The Ventura County Civil Grand Jury finds that most fireworks complaints are nonspecific in location and do not result in warning or citation.

Response: *Partially Agree.* The City recognizes that fireworks complaints may lack sufficient information regarding the precise location or identity of the responsible party, which can make enforcement challenging. However, the City does not have sufficient information regarding fireworks complaints and enforcement outcomes throughout Ventura County to independently confirm that most complaints are nonspecific or do not result in warnings or citations. The City supports providing law enforcement with timely and specific information whenever possible to assist with effective enforcement.

Finding No. F-03
The Ventura County Civil Grand Jury finds that despite numerous and varied efforts by law enforcement, the fire department, and the district attorney to educate the public, the number of complaints has not decreased.

Response: *Partially Agree.* The City agrees that public education is an important component of fireworks prevention and recognizes the ongoing educational efforts undertaken by law enforcement, fire agencies, and other regional partners. The City does not have sufficient independent data to verify whether fireworks complaints have increased, decreased, or remained consistent throughout Ventura County. The City supports continued public education combined with appropriate enforcement, particularly given the significant wildfire risk present in Ojai and the surrounding region.

Finding No. F-04
The Ventura County Civil Grand Jury finds that there are varied responses to fireworks complaints among Ventura County law enforcement agencies.

Response: *Agree.* The City agrees that enforcement practices may vary among law enforcement agencies based on available resources, staffing, local ordinances, operational procedures, call volume, and the circumstances associated with individual complaints. The City of Ojai contracts with the Ventura County Sheriff's Office for law enforcement services and supports continued regional coordination and communication regarding effective approaches to fireworks enforcement.

Finding No. F-05
The Ventura County Civil Grand Jury finds that Fillmore is the only city in Ventura County that allows the purchase and/or discharge of "safe and sane" fireworks, and some of these fireworks are illegally transported to, and discharged in, other parts of the county.

Response: *Partially Agree.* The City acknowledges the Grand Jury's finding regarding the sale and discharge of "safe and sane" fireworks in the City of Fillmore. The City also recognizes the potential for legally purchased fireworks to be transported into jurisdictions where their possession or use may be prohibited. However, the City does not have independent information sufficient to determine the extent to which fireworks purchased in Fillmore are transported to or discharged in other areas of Ventura County.

The City of Ojai prohibits the discharge of fireworks and supports regional public education regarding the fact that the legality of purchasing fireworks in one jurisdiction does not authorize their possession or discharge in another jurisdiction where they are prohibited.

Finding No. F-06
The Ventura County Civil Grand Jury finds that the use of drone technology to respond to complaints provides benefits to law enforcement, including quicker response times and better identification of offenders.

Response: *Agree.* The City agrees that, when lawfully and appropriately deployed, drone technology can provide law enforcement with an additional tool to assist in responding to fireworks complaints, identifying locations where fireworks are being discharged, and potentially identifying responsible individuals.

The City recognizes that the deployment of such technology is an operational law enforcement matter and must be conducted consistent with applicable laws, policies, privacy protections, and agency procedures. The City supports the Ventura County Sheriff's Office's evaluation and use of appropriate technologies that can enhance public safety and enforcement effectiveness.

Finding No. F-07
The Ventura County Civil Grand Jury finds that there are occasions when civil citations have been issued and citizens can challenge and go through an appeal process to reduce or eliminate any fines. The reduction or elimination of any fines impacts the effectiveness of enforcement actions.

Response: *Partially Agree.* The City agrees that individuals who receive administrative or civil citations are entitled to applicable due process, including opportunities to contest citations as

provided by law. The City also recognizes that penalties can serve as an important deterrent to unlawful conduct.

However, the City does not necessarily agree that the reduction or elimination of a fine through an established appeal process inherently diminishes the effectiveness of enforcement. An impartial appeal process is an important component of fair and legally sound enforcement. Effective enforcement requires an appropriate balance between meaningful consequences for violations and due process protections for individuals receiving citations.

Finding No. F-08
The Ventura County Civil Grand Jury finds that, with the exception of Fillmore during a limited time around July 4th, through a set of city and Ventura County Fire Protection District regulations, discharge of fireworks is illegal throughout Ventura County.

Response: *Agree.*

Finding No. F-12
The Ventura County Civil Grand Jury finds that Oxnard, Ventura, Santa Paula and Port Hueneme have existing fireworks host liability ordinances; that Fillmore has a strict liability ordinance regarding fireworks; and that Ojai, Moorpark, Camarillo, Simi Valley, Thousand Oaks do not currently have fireworks host liability ordinances.

Response: *Agree.* However, the City of Ojai prohibits short term rentals in their entirety within the City of Ojai, and so a host liability ordinance would likely have extremely limited liability within the City of Ojai.

RECOMMENDATIONS

Recommendation No. R-02
The Ventura County Civil Grand Jury recommends that Ojai, Moorpark, Camarillo, Simi Valley, and Thousand Oaks develop their own fireworks host liability ordinances. (F-12)

Response: *The recommendation will not be implemented because it is not warranted*. The City of Ojai could develop a fireworks host liability ordinance; however at this time, there is neither City Council policy direction nor broad public interest or concern to do so. Additionally, the City of Ojai prohibits short term rentals in their entirety within the City, and so a host liability ordinance would likely have extremely limited applicability.

Recommendation No. R-04
The Ventura County Civil Grand Jury recommends that the Ventura County Fire Department interface regularly with Ventura County Law Enforcement Coordinating Committee to inform the committee about recommendations from CAL FIRE's Fireworks Enforcement Task Force. (F-01, F-02, F-03, F-04, F-05, F-06)

Response: *The recommendation will not be implemented by the City of Ojai*. Though the City of Ojai agrees with this recommendation, the City of Ojai is not a member of the Ventura County Law Enforcement Coordinating Committee and is not in the position to implement this recommendation. The City of Ojai will encourage and support the Ventura County Fire Department, as the provider of fire protection services within the City of Ojai, in implementing this recommendation.

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **August 25, 2026**

SUBJECT: **Introduce Ordinance No. 974 Amending Article 5 of Chapter 3 of Title 4 of the Ojai Municipal Code to Add Section 4-3.511 Prohibiting the Use of Libbey Park Tennis Courts For Any Activity Other Than Tennis (*City Council Direction)***

RECOMMENDATION

1. Introduce, for first reading by title only with further reading waived, Ordinance No. 974, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA AMENDING ARTICLE 5 OF CHAPTER 3 OF TITLE 4 OF THE OJAI MUNICIPAL CODE TO ADD SECTION 4-3.511 PROHIBITING THE USE OF LIBBEY PARK TENNIS COURTS FOR ANY ACTIVITY OTHER THAN TENNIS, and;
2. Direct staff to return to the City Council for second reading and adoption of the Ordinance at the September 8, 2026, City Council Meeting.

DISCUSSION

The City of Ojai owns and operates the public tennis courts located at Libbey Park, including the Upper Libbey and Lower Libbey tennis courts. The tennis courts are public park facilities intended to provide recreational opportunities for the community.

The City's regulations governing activities and conduct in public parks are contained in Article 5 of Chapter 3 of Title 4 of the Ojai Municipal Code. The Municipal Code does not currently contain a provision expressly limiting the use of the Libbey Park tennis courts exclusively to tennis.

The City Council desires to establish a clear and uniform regulation governing the use of the tennis courts. The proposed ordinance would clarify that the courts are reserved for tennis and may not be used for other recreational activities or purposes.

The proposed ordinance also recognizes the need for tennis court reservations and closures associated with events at the Libbey Bowl or otherwise taking place in Libbey

Park. In these circumstances, the City Manager, or designee, would retain authority to reserve and temporarily close one or more Upper Libbey tennis courts when reasonably necessary in connection with a permitted event at Libbey Bowl or otherwise taking place in Libbey Park.

The proposed ordinance would add Section 4-3.511 to Article 5 of Chapter 3 of Title 4 of the Ojai Municipal Code.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 4 - Infrastructure Maintenance and Improvement

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

FISCAL IMPACT
Adoption of the ordinance is not anticipated to have a significant fiscal impact on the City. It is possible that the City will see some minimal decline in facility use permit revenue over prior years, however, as such revenues are intended to offset the cost of reviewing and administering the permits, there would be a corresponding reduction in costs associated with such activities. The ordinance primarily clarifies the permissible recreational use of existing City facilities and does not require construction, acquisition of property, or the creation of a new City program. Any administrative or enforcement activities associated with implementation of the ordinance are expected to be performed using existing City resources.

Prepared by: Bethany Burgess, City Attorney

ATTACHMENT(S)
A. Ordinance No. 974

CITY OF OJAI

ORDINANCE NO. 974

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, AMENDING ARTICLE 5 OF CHAPTER 3 OF TITLE 4 OF THE OJAI MUNICIPAL CODE ("PUBLIC PARKS") TO ADD SECTION 4-3.511 PROHIBITING THE USE OF THE LIBBEY PARK TENNIS COURTS FOR ANY ACTIVITY OTHER THAN TENNIS

WHEREAS, the City owns and operates the public tennis courts located at Libbey Park, consisting of the Upper Libbey and Lower Libbey tennis courts; and

WHEREAS, the City currently regulates the activities and conduct permitted in the City's Public Parks pursuant to Article 5 of Chapter 3 of Title 4 of the Ojai Municipal Code; and

WHEREAS, the City Council desires to clarify the permitted uses of the Libbey Park tennis courts and to preserve the courts for tennis use; and

WHEREAS, the City Council further desires to preserve the City's ability to reserve or temporarily close the Upper Libbey tennis courts in connection with permitted events at the Libbey Bowl when necessary for activities related to such; and

WHEREAS, the City Council finds that the amendments to the Ojai Municipal Code set forth below are necessary and appropriate to regulate the use of City park facilities and to promote public health, safety, welfare, and enjoyment of Libbey Park.

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

SECTION 1. Incorporation of Recitals. 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. Code Amendment. Article 5 of Chapter 3 of Title 4 of the Ojai Municipal Code is hereby amended to add section 4-3.511 entitled "Libbey Park Tennis Courts" which shall be read in its entirety as follows:

§ 4-3.511 Libbey Park Tennis Courts

(a) The tennis courts located at Upper Libbey Park and Lower Libbey Park shall be used exclusively for the playing of tennis. No person shall use, or permit the use of, any such tennis court for any other recreational activity or purpose.

(b) Notwithstanding subsection (a), the City Manager, or designee, may approve reservations for temporary closures of one or more of the tennis courts at Upper Libbey Park in connection with a permitted event at the Libbey Bowl or in Libbey Park when reasonably necessary for event-related purposes. A reservation for a temporary closure pursuant to this subsection shall not constitute a use of the Libbey Park tennis courts for a recreational activity other than tennis.

(c) Nothing in this section shall prohibit the City or its authorized agents, contractors, or service providers from using the tennis courts for maintenance, repair, construction, inspection, or other City-authorized operational purposes.

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

SECTION 4. Severability. If any part of this Ordinance or its application 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 portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions might be declared invalid or unconstitutional.

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

SECTION 6. Effective Date. This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937.can a

PASSED, APPROVED and ADOPTED on ____, 2026.

CITY OF OJAI, CALIFORNIA

_____
Andy Gilman, Mayor

Date: _____

ATTEST:

_____
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 Ordinance No. 974 was introduced at a regular meeting of the Ojai City Council held _____, 2026, and adopted at a regular meeting held _____, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Weston Montgomery, Chief Deputy City Clerk

Exhibits to this Ordinance:
None

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**
James Hahn, IT Manager

MEETING DATE: **August 25, 2026**

SUBJECT: **Adoption of the City of Ojai Artificial Intelligence (AI) Use Policy *(Operational Need)***

RECOMMENDATION

Adopt the City of Ojai Artificial Intelligence (AI) Use Policy, establishing a governance framework for the responsible use of AI systems across all City departments.

DISCUSSION

The City of Ojai is increasingly utilizing digital tools and emerging technologies to enhance its public services. Artificial Intelligence (AI) presents significant opportunities to increase efficiency, responsiveness, and effectiveness in municipal operations. Nonetheless, AI also brings potential risks associated with privacy, transparency, security, community trust, and ethical considerations. To address these challenges, it is essential to establish a governance framework for AI systems implemented by or on behalf of the City of Ojai. Such a structure will enable the City to capitalize on the benefits of AI in service delivery while mitigating risks to residents, employees, and the broader community.

To balance innovation with safeguards, staff developed the City of Ojai Artificial Intelligence (AI) Policy. The policy establishes a comprehensive yet flexible governance structure for all AI systems used by, or on behalf of, the City. Its purpose is to allow the City to leverage AI responsibly while protecting the rights and interests of residents, staff, and the broader community.

The city's AI use policy will adapt in response to technological advancements. To ensure continued relevance and foster knowledge exchange, city IT personnel have joined the GovAI Coalition, which is comprised of more than 2,000 public servants from 700 government agencies nationwide. The coalition is dedicated to supporting governments in leveraging AI for the public good. Insights gained through involvement with the GovAI Coalition will inform staff as they assess and implement future revisions to the city's AI use policy. Information provided by the coalition helped shape the proposed Artificial Intelligence use policy for the City of Ojai, which is attached.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 4 - Infrastructure Maintenance and Improvement

OPTIONS

1. Adopt the Artificial Intelligence (AI) Policy
2. Take no action;
3. Provide alternative direction to staff.

FISCAL IMPACT

There is no direct fiscal impact associated with adopting the policy.

Prepared by: James Hahn, I.T. Manager, City Manager's Office

ATTACHMENT(S)

A. City of Ojai AI Policy

City of Ojai – Artificial Intelligence (AI) Policy

1. Purpose

This policy establishes a governance structure for the responsible use of AI systems by or on behalf of the City of Ojai. It enables the City to leverage AI to improve public services and operational efficiency while protecting residents, staff, data, and community trust.

This policy is administered by the IT Manager under the authority of the City Manager. It will be reviewed periodically and updated as needed to reflect advances in Artificial Intelligence (AI) technology, changes in applicable law, and operational experience.

2. Scope

This policy applies to all AI tools and systems deployed by the City of Ojai or operated on its behalf. It applies to all City employees, contractors, interns, volunteers, vendors, and partners who interact with AI for City business, in any department or capacity.

3. Definitions & AI System Categories

The following terms are used throughout this policy:

- **Artificial Intelligence (AI)** – A machine-based system that makes predictions, recommendations, decisions, or generates content in support of human-defined objectives. For purposes of this policy, AI includes any data system, software, application, or tool operating partly or fully using machine learning, large language models, or automated decision-making.
- **AI Fact Sheet** – A vendor-supplied disclosure document that the IT Manager may request as part of procurement review of an AI tool or system.

To improve clarity across AI use cases, the City recognizes three types of AI systems:

- **Generative AI Tools** – Systems that produce text, images, audio, code, or other content in response to user input.
- **Decision-Support AI Systems** – Systems that provide predictions or assessments to assist staff decision-making.
- **Automated or Algorithmic AI Workflows** – Systems that trigger automated actions or apply predefined rules without direct human initiation.

4. Guiding Principles for Responsible AI

The City is committed to using AI in a manner that is ethical, transparent, and aligned with the public interest. The following principles guide all AI-related decisions, deployments, and day-to-day use by City staff and partners. The IT Manager is responsible for overseeing compliance with these guiding principles.

- **AI as a Tool – Not a Replacement for Human Workers** – AI is designed to complement and support employee tasks rather than replace human judgment. Human review of AI output is required under Section 6.3.
- **Privacy** – AI Users, Vendors, and IT Staff should protect personal data through minimization (collecting, processing, and retaining only necessary data), and secure handling.
- **Transparency** – Residents must be clearly informed if they are interacting with an AI system, and AI-generated content published by the City is disclosed as provided in Section 8.
- **Equity** – Monitor AI for bias and disparate impacts.
- **Accountability** – Maintain clear responsibility for oversight and enforcement.
- **Effectiveness** – Ensure AI systems deliver operational value.

5. Roles & Responsibilities

City Council – Approves this policy and any major changes.

City Manager – Maintains oversight and may require departments to alter or cease AI use. Authorizes pilot programs and approves additions to the Approved AI Tools List in coordination with the IT Manager.

Information Technology (IT) Staff – Enforces policy compliance through governance oversight, documentation, risk mitigation, and technical controls. Reviews vendor-provided AI-enabled products and services for policy compliance prior to procurement approval. The IT Manager maintains the Approved AI Tools List, adds or removes tools in coordination with the City Manager, and authorizes pilot programs jointly with the City Manager.

City Attorney – Advises on legal compliance, liability, and risk related to AI use and procurement.

Finance Department – Confirms with the IT Manager that any AI tool or AI-enabled service has been reviewed and cleared under this policy prior to finalizing vendor contracts or issuing procurement approval.

Departments – Comply with directives from IT Staff related to enforcement of this AI Policy, participate in governance reviews with IT Staff as needed, and present any new or proposed AI tools or vendors to the IT Manager prior to use or procurement.

6. Policy Requirements

6.1 Staff Training and AI Literacy

IT Staff will provide guidance and/or training to City staff on approved AI tools, responsible use under this policy, and how to request new tools or pilot programs.

6.2 Vendor Accountability

Vendors providing AI tools or services to the City are encouraged to provide an AI Fact Sheet or equivalent disclosure documentation. The IT Manager will request and maintain AI Fact Sheets and related compliance documentation for approved AI tools and may require vendors to provide or update such documentation as part of procurement review or periodic compliance evaluations. Vendors must comply with the City's data security standards.

6.3 Human Review of AI Output

AI-generated output must be reviewed for accuracy and appropriateness by a knowledgeable staff member before it is treated as final, relied upon, distributed, or published. The reviewing staff member is accountable for the content regardless of the tools used to produce it.

7. Approved AI Tools

The City maintains an Approved AI Tools List, administered and updated by the IT Manager. The initial list of approved tools includes *Ojai Pro* (powered by Madison AI) and Microsoft 365 Copilot.

Platforms are added following joint review and approval by the IT Manager and City Manager. The Approved AI Tools List will be re-evaluated periodically and following major tool updates.

Pilot programs for AI tools not yet on the Approved AI Tools List may be authorized jointly by the IT Manager and City Manager. Pilots are intended to evaluate the suitability of platforms under consideration for permanent approval. Upon successful completion of a pilot, the IT Manager and City Manager must both approve the tool before it is added to the Approved AI Tools List.

8. AI Transparency and Disclosure

8.1 Public-Facing AI Interactions

When the City deploys public-facing AI Systems such as a website chatbot or similar AI-driven interaction tool on any public platform, residents must be clearly notified that they are interacting with an AI system. An alternative, non-AI method of contact must be made available for residents who do not wish to interact with an AI tool.

8.2 Written Materials

Written materials published by the City are issued under the responsibility of an identified City employee, department, or official, who is accountable for their accuracy and content under Section 6.3 regardless of the tools used in drafting. Except as provided in Section 8.4, disclosure of AI use is not required for such materials.

8.3 AI-Generated Media

AI-generated images or video that depict apparently real people, places, or events must carry a clear disclosure when published or presented to the public. Review, modification, or adoption by a City employee does not remove this requirement.

AI-generated or AI-cloned audio that reproduces or imitates the voice of a real, identifiable person must carry a clear disclosure. Generic synthetic narration that does not imitate an identifiable individual does not require disclosure under this section.

Disclosures required by this section must be clear and conspicuous, appropriate to the medium, and understandable to a reasonable person. The IT Manager will maintain guidance on disclosure format and placement. Where a publishing platform provides its own mechanism for disclosing altered or synthetic content (for example, YouTube's "AI use" disclosure setting), staff must use it in addition to any disclosure required under this section.

8.4 AI Translation and Dubbing

Translations of City materials produced by AI that have not been verified by a qualified human reviewer must carry a clear disclosure identifying the material as an AI-generated translation that may contain errors. The disclosure must appear in the language of the translation.

This requirement applies to written translations, subtitles, captions, and dubbed audio. Where AI dubbing reproduces or imitates the voice of a real, identifiable person, Section 8.3 also applies.

9. AI Incident Response

Staff must report any suspected AI incident to the IT Staff promptly and without delay. Reportable incidents include, but are not limited to:

- Accidental disclosure of confidential, sensitive, or personally identifiable information through an AI system.
- Use of an unapproved AI tool or system.
- AI-generated output that is materially inaccurate and has been acted upon or distributed.
- Suspected unauthorized access to a City AI system.
- Ethical concerns, bias, or harm resulting from AI use.

The IT Staff will assess the severity of the incident and escalate to the City Manager, City Attorney, or other appropriate parties as warranted. The IT Staff will conduct or coordinate a post-incident review of significant AI incidents, commensurate with their severity, and shall document findings and corrective actions taken.

Employees who report suspected AI incidents in good faith will not be subject to retaliation. Staff are encouraged to report concerns without fear of disciplinary consequence.

10. Prohibited Uses

AI tools and systems shall not be used for the following purposes:

- Fully automated decisions that significantly impact individuals, their rights, access to services, or City policy outcomes without human review.
- Entering, uploading, or processing confidential, sensitive, or personally identifiable information into unapproved AI tools.
- Generating content that impersonates or deceives without authorization (including deepfakes, AI-generated imagery presented as authentic, or fraudulent communications of City staff, officials, or residents)Real-time or covert biometric identification or surveillance.
- Emotion recognition or facial analysis used to surveil, evaluate, or make decisions about individuals.
- Social scoring to evaluate, rank, or classify individuals based on personal characteristics, behavior, or social attributes.
- Producing content that discriminates on the basis of any protected class under applicable law.
- Violating copyright, intellectual property rights, or licensing agreements.
- Any unlawful purpose or activity.

11. Sunset Procedures

AI tools and systems that no longer provide operational value, fail to meet security/compliance requirements, or are replaced by an approved alternative must be retired. The IT Manager will identify candidates for retirement during periodic reviews or as circumstances warrant and present a recommendation to the City Manager for approval. Upon retirement, the tool or system will be removed from the Approved AI Tools List.

Prior to AI retirement, the IT Manager will ensure all City data is exported or deleted in accordance with the City's records retention schedule and that system access and integrations are revoked.

Specific user or use-case exceptions to retirement may be granted by the City Manager in consultation with the IT Manager, with documented justification.

12. Public Records

AI inputs and outputs used in the conduct of City business may be subject to the California Public Records Act and document retention pursuant to City retention schedules.

13. Policy Enforcement

Compliance with this policy is mandatory for all City employees, contractors, interns, volunteers, vendors, and partners who interact with AI for City business. The IT Staff is responsible for investigating potential violations and escalating to the City Manager as appropriate.

14. Violations

Violations of this Policy will be addressed proportionately to their nature and severity. Confirmed violations may result in any combination of the following:

- Reporting to the employee's supervisor or department head.
- Mandatory remedial training.
- Revocation or restriction of access to City AI tools and systems.
- Disciplinary action, up to and including termination, imposed in accordance with the City's Employee Handbook and applicable personnel policies.

Third-party vendors, contractors, and consultants who violate this Policy may be found in breach of contract and subject to contract suspension, termination, and/or pursuit of damages. Violations constituting a breach of local, state, federal, or international law will be referred to the appropriate authorities.

TO: **Honorable City Council**

FROM: **Weston Montgomery, Chief Deputy City Clerk**

MEETING DATE: **August 25, 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 24 , 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: Karin Quimby <karinquimby@gmail.com>
Sent: Saturday, August 22, 2026 4:43 AM
To: City Clerk; Rachel Lang; Andy Gilman; Kim Mang; Andrew Whitman
Cc: karinquimby@gmail.com; Dad
Subject: Strong Support for Ordinance No. 974: Prohibiting the Use of Libbey Park Tennis Courts For Any Activity Other Than Tennis August 22, 2026
Attachments: Strong Support for Ordinance No 974.docx

Strong Support for Ordinance No. 974: Prohibiting the Use of Libbey Park Tennis Courts For Any Activity Other Than Tennis
August 22, 2026

Dear Mayor Gilman and Members of the Ojai City Council,

We are property owners of rental units on South Signal Street, and we strongly support Ordinance No. 974.

1. **Protecting nearby residents from unacceptable noise:** As property owners of rental units near Lower Libbey Park, we have a responsibility to advocate for our tenants' right to the quiet enjoyment of their homes. For the past four years, we have been engaged in discussions concerning the noise impacts of recreational activities other than tennis—particularly pickleball—on the Lower Libbey tennis courts. In response to the ongoing efforts by the Ojai Valley Pickleball Club to use the Lower Libbey tennis courts for pickleball, and concerns raised by nearby residents and members of the tennis community, the City commissioned a professional sound study in 2023. The study documented unacceptable noise impacts on neighboring properties if pickleball were played on the Lower Libbey courts. Ordinance No. 974 appropriately recognizes and acts on that evidence by allowing tennis only to be played on these courts.
2. **Following the City's own prior recommendations:** Ordinance No. 974 also implements the recommendation of the Ojai Parks & Recreation Commission, which, after an exhaustive thirteen-month study, advised against allowing pickleball on the Lower Libbey tennis courts. That recommendation, together with the professional sound study, provides a strong, evidence-based rationale for preserving the Libbey courts exclusively for tennis.
3. **Preserving Ojai's limited public tennis resources:** Pickleball players have access to nine other public courts in the City of Ojai, including the exclusive pickleball facility the City built at Soule Park. In contrast, the eight Libbey Park tennis courts are the only available public courts for tennis players in Ojai. Allowing another sport to displace tennis on these courts would be both unnecessary and unfair to the tennis community.

For these reasons, we strongly urge the City Council to adopt Ordinance No. 974 and preserve the Libbey Park Tennis Courts exclusively for tennis.

Thank you for protecting both the quality of life of nearby residents and Ojai's limited public tennis facilities.

Sincerely,

Robert, Phyllis and Karin Quimby
Ojai Property Owners
407 South Signal Street

Karin Quimby
202-716-1654 cell
karinquimby@gmail.com

Strong Support for Ordinance No. 974: Prohibiting the Use of Libbey Park Tennis Courts For Any Activity Other Than Tennis

August 22, 2026

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Sincerely,

Robert, Phyllis and Karin Quimby
Ojai Property Owners
407 South Signal Street

Weston Montgomery

From: BILL MILEY <wdmiley@aol.com>
Sent: Monday, August 24, 2026 3:13 AM
To: Weston Montgomery
Subject: Council meeting Tuesday 8/25/26

Follow Up Flag: Follow up
Flag Status: Flagged

8/24/26…3:06 am.
To: Ojai City council
From: Bill Miley
Subject: council meeting 8/25 multiple agenda items…item 7. Grand jury housing; item 8. Grand jury fireworks; item 9. Libbey Park Tennis Courts

Hello.

Agenda item 7. (Grand Jury Housing RFP). (Support)I read each of the Grand Jury statements of concern and recommendation. And noticed the response our city council voted to submit at its last agenda'd meeting. I support all the condition statement responses. Principally "Agree". As i remember the Grand Jury's report described "wrong doings" but focused on the future. It did not require a redo. It said something like "in the future you shall…."**. I fully support the city attorney's formulation of the city council's response.**

Agenda item 8. (Grand Jury Fire works regulation) (Support) I support the GJ recommendation that Ojai City adopt a Host Liability ordnance covering fire works use within city limits. And that the city support the county government for such an ordinance for all unincorporated county areas. Fireworks on and around the 4th of July certainly has historical significance. Wildfires do too. And damage to people using them outside of the rules. With drone technology available for very pretty fireworks displays i also support banning the use of explosive devices to create color patterns and noise. BANG!!!! The city of Fillmore allows non-profits to sell legal fireworks to raise money for their charity purposes. Yet, the buyers take them into county areas and cities and light them illegally. NOT GOOD. Besides fines all fined should have to take a class on fireworks safety/legality.

I support the two relevant GJ recommendations for Ojai City, listed below…

R-01…The Ventura County Civil Grand Jury recommends that the Ventura County Board ofSupervisors pass a host liability ordinance regarding fireworks, applicable to the unincorporated areas of Ventura County. (F-11)
.
R-02…The Ventura County Civil Grand Jury recommends that Ojai, Moorpark, Camarillo, Simi Valley, and Thousand Oaks develop their own fireworks host liability ordinances. (F-12)

Agenda item 9. (libbey Tennis Court ordinance). (Support) Its time has come!
History clearly shows Tennis and Ojai are linked tightly. Diluting the dedicated courts with other sports and activities is wrong and disinhabitating.

It conflicts…other sport behaviors can create disturbing behavior, noises and unpleasant results. One specific other sport can redo one tennis court into four smaller courts each of which can hold 4 players. 4 x 4 = 16 players. Versus a maximum of 4 tennis players. Ouch. One specific other sport creates impact and impulse sounds similar to small gun shot sounds which can travel hundreds of feet. Affecting those nearby on courts or in Libbey Park with unusual and annoying sounds. I have this philosophy that sounds generated by folks for their sole benefit should not disturb those there for other purposes. I fully support this carefully crafted ordinance tightening the values which created our city.

Sincerely, Bill Miley

Sent from my iPad

Weston Montgomery

From: Mike Donohue <mike.donohue@roadrunner.com>
Sent: Monday, August 24, 2026 1:55 PM
To: City Clerk
Subject: City Council Meeting Record Leadership Request: Pause Work Pending Proper Bidding - City of Ojai - Ojai, CA
Attachments: Article About Procurement Problems.jpeg; Email Exchange witht Ben Harvey, Kim Mang and Donohues.docx; Blistering Sad Headline.jpeg

Please include this into the record for this upcoming meeting (if I hit the deadline) or the next one if not… thank you

---

From: Mike Donohue <mike.donohue@roadrunner.com>
Sent: Monday, August 24, 2026 12:40 PM
To: 'jhauk@eidebailly.com' <jhauk@eidebailly.com>
Cc: 'jambrose@eidebailly.com' <jambrose@eidebailly.com>; 'sbreuer@eidebailly.com' <sbreuer@eidebailly.com>; 'Michael Donohue' <mdonohue@sdsu.edu>; 'City Council' <citycouncil@ojai.ca.gov>; 'City Clerk' <cityclerk@ojai.ca.gov>; 'pc@ojai.ca.gov' <pc@ojai.ca.gov>; 'Laura Rearwin Ward' <publisher@ojaivalleynews.com>
Subject: Leadership Request: Pause Work Pending Proper Bidding - City of Ojai - Ojai, CA

Dear Mr. Jeremy Hauk and Team,

From one leader to another, I commend you on your firm's success. As you know so well, being a Top 20 Accounting Firm serving 17 industries is no small achievement — hats off to you and your team.

I'm writing today while borrowing a page from your own playbook: **"Doing what's right, even when it is hard."** Jeremy, we need your help — we have problems.

As you know, our city, the City of Ojai is your client. Our city management entered into multiple contracts, and even expanded contracts, without following Ojai Municipal Code or State of California procurement requirements. I am fulfilling a promise I made to the City Council, which you'll see below.

I've have attached recent news articles and correspondence outlining the serious issues/deficiencies with our procurement processes. Your contract with our city was not put out to bid — it should have been. Attached is an email from our City Manager stating plainly: *"the City should have gone out for a request for proposals* (for certain contracts) *… but did not."* Jeremy, our poor judgment is not your fault, not your firm's fault.

Citizens of Ojai, Ventura County, and local and regional businesses respectfully ask that you coordinate with city management and the Council and **pause your work – take this bold step**. We want bidding processes to unfold properly, and of course you would be welcome to compete for the work funded by taxpayers. If you win the bid, your work continues. I know your company says — and clearly believes — doing what's right, even when it is hard, is the right thing to do.

We are trying to restore faith in our city's management and leadership. As you'll see from the multiple press references to the Grand Jury investigation, the indictment of our former Acting City Manager, and the improper (if not illegal) sole-sourcing of accounting, marketing, and construction management contracts — we have issues — to put it mildly. Please see attachments and the link below.

So why help? Three reasons:

1. **Pausing work will not harm your client and can be easily coordinated.**
2. **It is the right — and hard — thing to do.**
3. **It sends a powerful message, an authentic message and reminder to your employees, clients, and future clients: *we have ethics, and we take the "high road".***

Mr. Hauk and team, it would be easy to follow up to this email and simply ask the Ojai City Manager, "*What would you like us to do after receiving this email, this written correspondence*?" In my opinion, that approach would be ill-advised — you'd be asking the people who created the problem for guidance. In my opinion, you should coordinate with the City, but the choice is yours – which road to take, to pause and reboot or not to pause.

After carefully reviewing the information below and the attachments, you will have good understanding of the situation and know the concerns of citizens and businesses. You will have done your research, and it is up to you and your team to decide which "road" to take.

I teach Leadership Studies at a couple of major universities (after retiring from running a global company). I may use this dilemma as a "mini case study" in my classroom. We look forward to your reply from the great state of North Dakota! Again, congratulation on your firm's success.

Sincerely,

Mike Donohue – CEO/Founder Mike Donohue | LinkedIn

Ventura Star Article Below:

Ojai council concedes flaws in homeless housing project process

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From: Mike Donohue <mike.donohue@roadrunner.com>
Sent: Tuesday, August 11, 2026 1:59 PM
To: 'City Council' <citycouncil@ojai.ca.gov>
Cc: 'Bethany Burgess' <bburgess@awattorneys.com>; 'City Clerk' <cityclerk@ojai.ca.gov>; <48 others>
Subject: CITY COUNCIL, PLEASE TAKE THE "HIGH ROAD" - IT'S LESS CROWDED (Fair Playing Fields Help Businesses and Citizens and Saves Money)

"Reboot To Avoid Another Lawsuit" Do The Right Thing, The Ethical Thing

- Fix The Contracts Awarded Without Proper Bidding -

Dear City Council, Concerned Constituents and Business Leaders,

As I revisited the June 25, 2026 Grand Jury Report, one theme appeared again and again: the absence of "***fair and competitive bidding"*** (I think it is mentioned 8 times in the carefully crafted report). The report—prepared by citizen jurors with detailed guidance/support from the Ventura County Legal Counsel Department—makes this point unmistakably clear.

These words raise another important question. If the PSH (Permanent Supportive Housing – Cabin Village) public works project suffered from improper, non-competitive contracting, **what about other City contracts?** How many agreements were awarded without following the Ojai Municipal Code, state law, or basic standards of fairness and ethics? And more importantly: **Can We Fix Them?**

A constructive idea popped in my head —one that could begin restoring public trust in the City's commitment to lawful, ethical, and transparent practices.

A Path Toward Repair and Integrity

The City Manager has already acknowledged (see attached) that the City "*should have*" conducted a proper RFP process for certain City of Ojai service contracts.

The two fairly recent examples I am referencing are the large financial services consulting contracts awarded to MV Cheng (Los Angeles) and Edie Bailly (North Dakota) without bidding or RFP's.

As Mr. Harvey stated, shockingly, in his March 10, 2026 email, … *"the City should have gone out for a request for proposals* (for those contracts)*… but did not."*

If we accept that mistake, then we should also correct it (and I not just saying the correction is… we will *try harder* to follow the basic, clear rules in the future).

The Remedy ! (…in part)

The City should publicly announce that it is taking this matter seriously. We should acknowledge the *error* (to use a mild term), reaffirm our commitment to fair and competitive bidding, and take ethical corrective action, the "high road".

The Specific Actions:

- **Cancel the improperly awarded contracts, immediately.**
- **Initiate a proper, open RFP process** consistent with the Ojai Municipal Code and state law.
- **Invite MV Cheng and Edie Bailly to participate**, along with qualified firms from Ojai, Ventura County, and elsewhere.

The out of state and out of county firms Edie Bailly (North Dakota) and MV Cheng (Los Angeles) are not at fault; they accepted seven figure contracts offered to them. In fact, they may welcome the opportunity to compete fairly—it will reflect well on their organizations and demonstrates their commitment to ethical business practices (also taking the "high road"). I intend to speak with both CEOs about this approach.

City Council, if you were running one of those companies, wouldn't you prefer a transparent, competitive process? Would you agree to this idea and remedy? I hope so…

Why An Ethical Approach Matters

This remedy sends a clear message to the business community—many of whom are frustrated with the City—that Ojai is committed to fairness, transparency, ethical conduct, and lawful contracting. It demonstrates a renewed dedication to ethical governance and sound managerial practices, and signals that we are taking charge and changing our management - our management processes. Frustrated local and regional businesses are considering legal action against the City; it's time to turn a new page and a new leaf – let's take the high road.

In short, this is a chance to **reboot** our practices, repair trust, and avoid further legal exposure.

Mike Donohue and Other Concerned Citizens

P.S. Also, the first "sweetheart contract" awarded to Tripepi (Irvine, CA) for Ojai marketing services/support should be looked at closely. There was no bidding on that first contract I am told.

Let's *reboot to avoid another lawsuit* (we already have enough to deal with)