



AGENDA

CITY COUNCIL SPECIAL MEETING

TUESDAY, JUNE 2, 2026, 6:00 PM

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

OJAI CITY COUNCIL

ANDY GILMAN, MAYOR

DISTRICT 1 - LESLIE RULE
DISTRICT 2 - RACHEL LANG

DISTRICT 3 - ANDREW WHITMAN
DISTRICT 4 - KIM MANG

BEN HARVEY
CITY MANAGER

BETHANY BURGESS
CITY ATTORNEY

WESTON MONTGOMERY
CHIEF DEPUTY CITY CLERK

VIEWING & ACCESS

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

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

ZOOM LINK - June 2, 2026 - Special Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

DISCUSSION

- 1. Community Aquatics Program Implementation and Adoption of Resolution Amending the Salary Schedule to Update the Salary for the Lifeguard**

Classification, Effective June 3, 2026

RECOMMENDATION:

1. Adopt a resolution amending the Salary Schedule to update the salary for the Lifeguard classification, effective May 20, 2026; and
2. Approve a \$5.00 per person entry fee for open and lap swim Program Hours and authorize a \$5,000 allocation to fund reduced-fee waivers for income qualified participants; and
3. Approve program hours as presented for daily open swim operations; and
4. Receive and file the completed Agreement with Ojai Unified School District.

[Administrative Report - Community Aquatics Program](#)

[Attachment A - Lifeguard Survey](#)

[Attachment B - Resolution Amending the Salary Schedule](#)

[Attachment C - Facilities Use Agreement with OUSD](#)

[PowerPoint Presentation](#)

2. Request for Proposal for Sarzotti Park Playground Reconstruction

RECOMMENDATION:

1. Review and provide input for a draft request for proposals for the planning and design of the Sarzotti Park playground reconstruction project.
2. Direct staff to proceed with issuing a request for proposals for the planning and design of the playground reconstruction project.

[Administrative Report - Request for Proposal for Sarzotti Park Playground](#)

[Attachment A - Sarzotti Park Playground Reconstruction Survey Questions and Results](#)

CLOSED SESSION

3. Conference with Labor Negotiators - Government Code Section 54957.6

City/Agency Designated Representatives: Ben Harvey, City Manager; Kathy Holman, Human Resources/Risk Manager

Unrepresented Employee(s): All Unrepresented Employees

CITY ATTORNEY'S REPORT OUT OF CLOSED SESSION

ADJOURNMENT

Posted May 29, 2026 at 12:00 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 detailed instructions on how to submit.

Written Comments

[Written Public Comments 06 02 26](#)

ACCOMMODATIONS

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call (805) 646-5581. Notification 48 hours prior to the

meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

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

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

PUBLIC PARTICIPATION

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

PUBLIC COMMENT OPTIONS

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

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

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

IMPORTANT NOTES:

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

As a government agency, the City of Ojai is subject to the California Public Records Act (Government Code § 6250 et seq.). Please be advised that all communications submitted to City officials and staff are subject to public disclosure under the California Public Records Act. There are limited exceptions that allow the City to redact personal information under the

California Public Records Act. If you have concerns regarding privacy, please do not include your personal identifying information, such as your name, e-mail, phone number, and home address in your correspondence to the City, including, but not limited to, public comment.

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

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

LEVINE ACT WARNING

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

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

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

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



Administrative Report

TO: Honorable City Council

FROM: Kristy Rivera, Recreation Manager

MEETING DATE: June 2, 2026

SUBJECT: Community Aquatics Program Implementation and Adoption of Resolution Amending the Salary Schedule to update the salary for the Lifeguard classification, effective June 3, 2026

RECOMMENDATION

1. Adopt a resolution amending the Salary Schedule to update the salary for the Lifeguard classification, effective June 3, 2026; and
2. Approve a \$5.00 per-person- entry fee for open and lap swim Program Hours and authorize a \$5,000 allocation to fund reduced-fee waivers for income-q-ualified participants; and
3. Approve program hours as presented for daily open swim operations; and
4. Receive and file the completed Agreement with Ojai Unified School District (OUSD).

DISCUSSION

At the [February 24, 2026](#) meeting, the City Council directed staff to return with updated lifeguard salary information, pool entry fees, scholarship recommendations, community aquatics program hours and the finalized OUSD agreement for the Community Aquatics Program at the Nordhoff High School Pool. This agenda report fulfills that direction.

Additionally, feedback from the [May 7, 2026](#), Parks & Recreation Commission meeting has been included related to both the immediate launch and long-term development of the Community Aquatics Program. This agenda report incorporates items that are feasible at this time, while other options like programming, swim passes and full days may be feasible in the future as staffing, funding and pool attendance evolves.

Staff also received feedback from the Ojai Unified School District Board at their [May 13, 2026](#) meeting, including a request for later program hours to better support community use and scheduling needs.

1. Salary Schedule Modification for Lifeguard Pay

The City is actively recruiting lifeguards to staff the open swim program. To strengthen recruitment, improve staffing levels, and enhance retention, staff conducted a targeted salary survey to evaluate the City's position within the local labor market. The results indicate that the City's current hourly lifeguard rate is below the market median of \$22.40 per hour.

To remain competitive and attract qualified applicants, staff recommends establishing a single hourly pay rate of \$25.00 for all lifeguard positions. While this rate exceeds the market median, a unified pay structure reflects the consistent physical demands, high level of mental vigilance, and shared safety responsibilities required of every lifeguard on duty. A single rate also supports internal equity by eliminating pay variations among employees performing the same work under the same level of risk, thereby reducing potential morale concerns.

Staff recommends the City Council adopt a Resolution amending the Salary Schedule to update the salary for the Lifeguard classification to flat hourly rate of \$25.00, effective June 3, 2026.

2. Entry Fees

Staff recommends the implementation of a \$5.00 per-person entrance fee for participation in the open and lap swim program. In determining the appropriate fee, staff conducted a survey of entry fees in four nearby cities and based the proposed amount on those findings. The proposed \$5.00 per person fee would allow for in and out privileges during the day paid.

To support accessibility, staff proposes City Council authorize a \$5,000 allocation specifically reserved for income-qualified lowered fee waivers. Under the current process through the Ojai Parks and Recreation Department, recipients of these waivers will be eligible for a reduced entrance fee of \$2.00 per person.

3. Program Hours

The daily open and lap swim program would operate weekdays during school breaks Monday through Friday 11:00 AM – 3:00 PM and Sundays 2:00 PM – 6:00 PM.

An option of 5pm to 7pm on Saturdays could also work around YMCA swimming lessons. Please note that OUSD has water polo programming scheduled for the duration of the summer. This will have an impact on the City's lap swim program, as installation of lane lines is staff intensive.

4. Agreement with Ojai Unified School District

City staff and OUSD worked to develop a mutually beneficial agreement, which has been reviewed and approved by the City Attorney, and is attached to this agenda report for reference.

OPTIONS

1. Take no action;
2. Provide alternative direction

FISCAL IMPACT

Estimated cost for the first year of the open and lap swim program is \$62,200. This estimate includes operational and staff costs, as well as the proposed \$5,000 allocation, which is intended to support income-qualified fee waivers.

The revenue generated through the admission fees is unknown, but will help to offset City costs. We will monitor and provide an update once the program is live and enough information is available for projection.

Prepared by: Kristy Rivera, Recreation Manager

ATTACHMENT(S)

- A. Lifeguard Market Survey
- B. Resolution Amending the Salary Schedule to update the salary for the Lifeguard classification effective June 3, 2026
- C. Facilities Use Agreement with OUSD for the Nordhoff Pool

Ojai
Labor Market Survey
February 2026

PEPRA Employees

Agency	Classification	Minimum Base Salary	Maximum Base Salary	Comments
Ojai	Lifeguard	\$16.96	\$20.62	
Camarillo	No Comparable Class			
Carpinteria	Pool Lifeguard I/II/III	\$21.11	\$25.66	Pool Lifeguard I \$21.1065 Pool Lifeguard II \$23.2699 Pool Lifeguard III \$25.6551
Fillmore	Pool Lifeguard I/II	\$16.50	\$18.50	Pool Lifeguard I \$16.50 Pool Lifeguard II \$18.50
Moorpark	No Comparable Class			
Oxnard	Lifeguard I/II	\$17.00	\$24.05	Lifeguard I \$17.00 - \$20.97 Lifeguard II \$19.50 - \$24.05
Port Hueneme	Pool Lifeguard	\$17.50	\$22.83	
Santa Paula	No Comparable Class			
Ventura	Lifeguard I	\$16.90	\$19.40	Lifeguard I \$16.90 - \$19.40
Ventura County	No Comparable Class			POSITIONS ARE FOR BEACH LIFEGUARDS Lifeguard I \$26.22 Lifeguard II \$28.76 Senior Lifeguard \$33.11
Casitas Municipal Water	Casitas Water Adventure Lifeguard	\$18.35	\$23.42	
Santa Barbara	Pool Lifeguard I/II/III	\$24.59	\$27.11	Pool Lifeguard I \$24.59 Pool Lifeguard II \$25.82 Pool Lifeguard III \$27.11
Pleasant Valley Recreation & Park District	Lifeguard	\$16.90	\$21.97	
Conejo Recreation & Park District	Lifeguard I/II	\$17.00	\$19.83	Lifeguard I \$17.00 - \$19.13 Lifeguard II \$17.62 - \$19.83
Rancho Simi Recreation & Park District	Lifeguard	\$17.90	\$19.10	
<i>Labor Market Median</i>			\$22.40	
<i>% Ojai is Above or Below Median</i>			-8.63%	
<i>Labor Market Mean</i>			\$22.19	
<i>% Ojai is Above or Below Mean</i>			-7.60%	
<i># Of Comparable Matches</i>			10	

Data effective as of 2.2026

**CITY OF OJAI
RESOLUTION NO. 26-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI,
CALIFORNIA, AMENDING THE SALARY SCHEDULE TO UPDATE THE
SALARY FOR THE LIFEGUARD CLASSIFICATION, EFFECTIVE JUNE
3, 2026**

WHEREAS, on February 10, 2026, the City Council of the City of Ojai adopted Resolution No. 26-04 approving a salary schedule for citywide classifications for the 2025-26 Fiscal Year; and

WHEREAS, the City Council has authorized the City Manager to hire employees as needed; and

WHEREAS, the City Manager desires to update the assigned salary for the Lifeguard classification; and

WHEREAS, it is the intent of the City Council to replace Resolution No. 26-04 with this Resolution once adopted.

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

SECTION 1. The recitals are true and correct and incorporated by this reference.

SECTION 2. The following hourly rate of pay for the classification of Lifeguard is established:

<u>Classification</u>	<u>Rate of Pay</u>
Lifeguard	\$25.00 (Hourly)

SECTION 3. The City Council approves the attached amended and restated Salary Schedule ("Exhibit A"), effective June 3, 2026.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 2nd day of June 2026 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

CITY OF OJAI, CALIFORNIA

Andy Gilman, Mayor

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

Bethany A. Burgess, City Attorney

Exhibit A – Salary Schedule, Effective June 3, 2026

CITY OF OJAI
Salary Schedule
Effective June 3, 2026

ELECTED OFFICIALS	Monthly
Mayor & Council Members	988.00
City Clerk	455.00
Treasurer	455.00

Classification	Salary Range	HOURLY				
		Step A	Step B	Step C	Step D	Step E
* City Manager	Contract	129.81	129.81	129.81	129.81	129.81
EXECUTIVE MANAGEMENT						
* Assistant City Manager	ACM	96.57	101.40	106.47	111.80	117.38
DIRECTORS						
* Community Development Director	DIR	87.79	92.18	96.79	101.63	106.70
* Deputy City Manager	DIR	87.79	92.18	96.79	101.63	106.70
* Finance Director	DIR	87.79	92.18	96.79	101.63	106.70
* Public Works Director	DIR	87.79	92.18	96.79	101.63	106.70
MANAGEMENT EMPLOYEES						
* Accounting Manager	MGMT	56.53	59.36	62.33	65.44	68.71
* Assistant to the City Manager	MGMT	56.53	59.36	62.33	65.44	68.71
* Chief Deputy City Clerk	MGMT	56.53	59.36	62.33	65.44	68.71
* Human Resources/Risk Manager	MGMT	56.53	59.36	62.33	65.44	68.71
* IT Manager	MGMT	56.53	59.36	62.33	65.44	68.71
* Principal Planner	MGMT	56.53	59.36	62.33	65.44	68.71
* Recreation Manager	MGMT	56.53	59.36	62.33	65.44	68.71
GENERAL EMPLOYEES						
Account Clerk	27F	24.57	25.81	27.10	28.46	29.88
Accountant I	47F	40.29	42.30	44.41	46.64	48.97
Accountant II	51F	44.46	46.68	49.02	51.48	54.05
Accounting Specialist I	31F	27.12	28.48	29.91	31.41	32.98
Accounting Specialist II	35F	29.96	31.46	33.02	34.67	36.40
Administrative Analyst I	45F	38.34	40.25	42.27	44.38	46.60
Administrative Analyst II	49F	42.31	44.44	46.66	48.99	51.44
Administrative Assistant I	35F	29.96	31.46	33.02	34.67	36.40
Administrative Assistant II	39F	33.06	34.71	36.45	38.27	40.18
Assistant Planner	45F	38.34	40.25	42.27	44.38	46.60
Associate Planner	49F	42.31	44.44	46.66	48.99	51.44
* Deputy City Clerk	48F	41.30	43.36	45.53	47.80	50.19
* Events & Public Information Officer	53F	46.71	49.04	51.50	54.07	56.78
Homeless Services Coordinator	45F	38.34	40.25	42.27	44.38	46.60
IT Specialist	52F	45.57	47.85	50.24	52.75	55.39
Maintenance Worker I	31F	27.12	28.48	29.91	31.41	32.98
Maintenance Worker II	35F	29.96	31.46	33.02	34.67	36.40
* Management Analyst	53F	46.71	49.04	51.50	54.07	56.78
Office Specialist I	24F	22.82	23.96	25.16	26.42	27.74
Office Specialist II	27F	24.57	25.81	27.10	28.46	29.88
Planning & Building Technician	39F	33.06	34.71	36.45	38.27	40.18
Planning Aide	35F	29.96	31.46	33.02	34.67	36.40
Principal Planning & Building Technician	49F	42.31	44.44	46.66	48.99	51.44
Public Works Inspector/Project Manager	53F	46.71	49.04	51.50	54.07	56.78
Public Works Supervisor	53F	46.71	49.04	51.50	54.07	56.78
Records Technician	27F	24.57	25.81	27.10	28.46	29.88
Recreation Coordinator	40F	33.89	35.58	37.36	39.23	41.18
Recreation Specialist II	27F	24.57	25.81	27.10	28.46	29.88
Recreation Supervisor	49F	42.31	44.44	46.66	48.99	51.44

Classification	Salary Range	HOURLY				
		Step A	Step B	Step C	Step D	Step E
Senior Accounting Specialist	39F	33.06	34.71	36.45	38.27	40.18
Senior Maintenance Worker	39F	33.06	34.71	36.45	38.27	40.18
* Senior Planner	53F	46.71	49.04	51.50	54.07	56.78
Senior Planning & Building Technician	43F	36.49	38.31	40.23	42.25	44.35
Transit Operations Supervisor	43F	36.49	38.31	40.23	42.25	44.35
Trolley Coordinator	40F	33.89	35.58	37.36	39.23	41.18
HOURLY RATED POSITIONS						
Associate Planner	49F	42.31	44.44	46.66	48.99	51.44
CalPERS Extra-Help Retired Annuitant	OPEN	16.96				123.19
CalPERS Interim Retired Annuitant	OPEN	16.96				123.19
Homeless Services Coordinator	45F	38.34	40.25	42.27	44.38	46.60
Records Technician	26F	23.99	25.19	26.44	27.77	29.15
Transit Operations Supervisor (Benefited Part-Time)	43F	36.49	38.31	40.23	42.25	44.35
Trolley Driver	26F	23.99	25.19	26.44	27.77	29.15
Trolley Driver (Benefited Part-Time)	28F	25.20	26.45	27.78	29.16	30.63
HOURLY RATED POSITIONS - RECREATION						
Class/Camp Instructor I	19R	20.17	21.19	22.24	23.35	24.52
Class/Camp Instructor II	36R	33.06	34.71	36.45	38.27	40.18
Lifeguard	NR	25.00				
Recreation Administrative Assistant	35R	29.96	31.46	33.03	34.68	36.40
Recreation Leader	12R	16.96	17.81	18.71	19.64	20.62
Recreation Specialist I	16R	18.74	19.67	20.65	21.69	22.77
Recreation Specialist II/Aquatics Specialist	19R	20.17	21.19	22.24	23.35	24.52
Sports Official I	13R	17.39	18.26	19.17	20.13	21.14
Sports Official II	36R	33.06	34.71	36.45	38.27	40.18

SPECIALTY PAY - STAND BY PAY		
Classification	Standby Shift Minimum	Rate of Pay
Trolley Driver	Standby Pay (3 Hour Minimum)	\$2.50 Per Hour
Maintenance Worker I	Standby Pay (3 Hour Minimum)	\$2.50 Per Hour
Maintenance Worker II	Standby Pay (3 Hour Minimum)	\$2.50 Per Hour
Senior Maintenance Worker	Standby Pay (3 Hour Minimum)	\$2.50 Per Hour
Public Works Inspector	Standby Pay (3 Hour Minimum)	\$2.50 Per Hour
Public Works Supervisor	Standby Pay (3 Hour Minimum)	\$2.50 Per Hour

SPECIALTY PAY - TROLLEY DRIVER RETENTION PROGRAM		
Classification	Minimum Hour Threshold	Annual Incentive
Trolley Driver	250 Hours or More (July 1 - May 31)	\$400 One Time Payment
Trolley Driver	500 Hours or More (July 1 - May 31)	\$800 One Time Payment

SPECIALTY PAY - CERTIFICATIONS Effective 04/14/2025	
CERTIFICATION	Rate of Pay
USAG-SAFETY [Safety & Risk Management (U101) / Safe Sport Trained (U110)]	\$50 Per Month
USAG-COACHING [Fund. of Gym. Instr. (U100) / Tough Coaching or Emotional Abuse (U112)]	\$100 Per Month

**OJAI UNIFIED SCHOOL DISTRICT
FACILITIES USE AGREEMENT AND APPLICATION FOR PERMIT**

City of Ojai

Name of organization (Applicant)

Ben Harvey

Authorized Representative of Organization

City Manager
Title

401 South Ventura St

Address

Nordhoff Pool

Name of School Site or Facility

Nordhoff

Location at Site or Facility

Community Lap and Open Swim

Type or purpose of Event or Activity

Date

4/13/26

Telephone

213.364.2699

E-mail

ben.harvey@ojai.ca.gov

Date(s) of Event or Activity

N/A

Expected attendance

N/A

SCHOOL POOL. If using the school pool, attach the certificate(s) of the lifeguard(s) that will be present, or provide them in advance of beginning the Activity contemplated by this Agreement.

AGREEMENT:

1. In executing this declaration I certify that I have been duly authorized by the Applicant to act in its behalf in making application for use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and Ojai Unified School District (referred to as "Local Educational Agency" or "LEA") policy and regulations governing the use of the facilities (the "Property").
2. Applicant has received or will receive for the activities herein listed contributions, cash collections, registration fees, admission fees, tuition, donations, or other records estimated in the amount of \$unknown. If no receipts are anticipated for these activities check here. ☐
3. Receipts set forth in item 2 above will be used for: offsetting the cost of the City's community swimming program.
4. The Applicant may not transfer or assign this Agreement, or any right or interest hereunder or sublet said facilities or any part thereof without first obtaining the prior written consent and approval of the LEA.
5. Applicant will not make or allow any improvement or maintenance in or to the facilities without LEA's prior written consent, which may be withheld in LEA's sole discretion. Applicant shall use the Facilities Use Improvement and Maintenance Agreement for the written request. If the LEA approves the improvement or maintenance requested, Applicant may make such improvement or maintenance at its sole cost and expense. Improvements requiring utilities will accrue additional costs that will appear under Fees on this Agreement. All such improvements or maintenance shall immediately become the property of the LEA. Applicant has no obligation to improve or maintain the facilities used by Applicant under this Agreement.
6. I hereby certify that I have received and read the rules, regulations, conditions and terms including those attached to this application and that I and the applicant which I represent, will abide by them and will conform to all applicable provisions of federal laws, state laws and regulations, local ordinances and regulations and to all other rules, policies and regulations of the Board of Education and its authorized agents which may be communicated to the applicant.
7. It is agreed that in the event this permit is canceled by the applicant no refund will be made and that changes in date or extension of time shall be made only as specified by the rules governing use of school facilities and the Property.
8. Lessee agrees to follow the Daily Responsibilities document attached.

FORCE MAJEURE. Neither party will be liable for failure or delay to perform obligations under this Agreement which have become practicably impossible or infeasible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; civil unrest or riots; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact

thereof. All due dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent duties and obligations for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

COMPLIANCE WITH LAWS

- a. Applicant hereby agrees that Applicant, officers, agents, and employees of Applicant shall obey all local, state, and federal laws and regulations in the performance of this Agreement.
- b. Applicant shall ensure that workers in school settings who are on-site are compliant with applicable Cal/OSHA regulations and Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such, regulations, Orders and Guidance remain in effect.
- c. Applicant represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, participant, volunteer, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.
- d. Other Legal Restrictions
 - 1) No drugs, alcohol, tobacco products, e-cigarettes, or vape products are allowed on the school site or facility at any time.
 - 2) The carrying of weapons is not allowed on the school site or facility except by on-duty, sworn law enforcement personnel.
 - 3) No device with produces flames, sparks, smoke, or explosions is allowed on the school site or facility without prior written permission of the LEA, which may be withheld in LEA's sole discretion, and appropriate safety measures and permits are in place.
 - 4) LEA reserves the right to remove any person or persons at any time from the school site or facility that LEA deems, in its sole discretion, to be unruly or a threat to the safety, welfare or security of the school site or facility or LEA personnel
- e. Failure to comply with this section will result in termination of this Agreement and declination of future applications.

INDEMNIFICATION. To the fullest extent permitted by law, Applicant agrees to defend, indemnify, and hold harmless LEA, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, or any other loss, sustained or claimed to have been sustained arising out of activities of the Applicant or those of any of its officers, agents, employees, participants, volunteers, vendors, customers or subcontractors of Applicant, whether such act or omission is authorized by this Agreement or not. Applicant also agrees to pay for any and all damage to the real and personal property of the LEA, or loss or theft of such property, or damage to the Property done or caused by such persons. LEA assumes no responsibility whatsoever for any property placed on LEA premises by Applicant, Applicant's agents, employees, participants, volunteers, vendors, customers or subcontractors.

The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the LEA or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this agreement.

INSURANCE. Applicant, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Applicant shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all vendors and subcontractors hired by Applicant in connection with the activities described in this Agreement shall maintain such insurance unless the Applicant's insurance covers the subcontractor and its employees.

- b. Workers' Compensation Insurance. Applicant shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of

this Agreement. Applicant shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. In the case of any activities which are hired or subcontracted, Applicant shall require all vendors and subcontractors to provide Workers' Compensation Insurance and maintain Employers' Liability insurance coverage for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the Applicant's Workers' Compensation Insurance.

- 1) Absent proof of Workers' Compensation Insurance, Applicant will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

c. Other Coverage as Dictated by the LEA. Abuse and Molestation coverage

- ☐ School-connected organizations*: \$2,000,000 per occurrence and \$4,000,000 aggregate.
- ☐ Other third-party organizations: not required.

*School-connected organizations include, but are not limited to foundations, parent-teacher organizations, booster organizations, on-site programs provided by vendors for school credit, and on-campus after-school programs and on-campus enrichment programs where certificated staff are not supervising the program.

- d. Umbrella or Excess Policy. The Applicant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.
- e. If the Applicant or Applicant's vendors and subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LEA.
- f. Applicant's and any and all vendors' and subcontractors' insurance is primary and will not seek contribution from any other insurance available to the LEA. Any insurance or self-insurance maintained by LEA shall be excess of the Applicant's insurance and shall not contribute with it. Applicant further hereby waives any and all rights of subrogation that it may have against the LEA. This requirement shall also apply to any Excess or Umbrella liability policies of the Applicant. Required endorsements are listed below.
- g. Certificates of Insurance. Applicant and any and all vendors and subcontractors working for Applicant shall provide certificates of insurance to the LEA, **with LEA listed as certificate holder**, as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of the services under this Agreement.
- h. Endorsements. Applicant's and any and all Applicant vendor's and subcontractor's Commercial General Liability insurance and Automobile Liability coverage and Abuse and Molestation coverage, if required, shall name the LEA, its governing board, officers, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.
 - 1) General Liability: CG 20 11 10 01
 - 2) Primary, Non-Contributory: CG 20 01 01 13
 - 3) Waiver of Subrogation: CG 24 04 05 09
 - 4) Business, including non-owned autos, Automobile Liability: CA 20 48 10 13
 - 5) Business Automobile Primary, Non-Contributory: CA 88 66 05 13
 - 6) Business Automobile Waiver of Subrogation: CA 04 43 11 20
- i. Applicant's and any and all Applicant subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- j. Claims Made Policies. If any of the required policies provide coverage on a "claims made" basis:
 - 1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of the facility use.
 - 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the facility use.

- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Applicant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the facility use.
- k. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the LEA.
- l. The procuring of any required policy or policies of insurance shall not be construed to limit Applicant’s or Applicant’s vendor’s or subcontractor’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
- m. Failure to Procure Insurance. Failure on the part of Applicant, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Applicant represents and warrants that Applicant has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

FEES. As consideration for Applicant's agreement to provide a community swimming program for the benefit of the entire City of Ojai and surrounding Ojai Valley, including all students registered to attend LEA schools, LEA agrees to waive fees for use of the facility.

¹ If the use of school facilities or grounds is for religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization that has no suitable meeting place for the conduct of the services, the church or religious organization shall be charged an amount that equals or exceeds the school LEA's direct costs.

² In the case of an entertainment or a meeting where an admission fee is charged or contributions are solicited, and the net receipts are not expended for the welfare of the students of the school LEA or for charitable purposes, a charge equal to fair rental value shall be levied for the use of the school facilities or grounds. "Fair rental value" means the direct costs to the school LEA plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

Note: Groups or persons using school facilities and grounds shall be liable for any property damage caused by or arising out of the activity. The cost of repair or replacement shall be paid by the group or persons involved and they may be denied further use of school facilities. Additional clean up fees may be charged to return the Property and/or grounds to their original condition.

ACKNOWLEDGEMENT AND AGREEMENT

I have read the agreement and agree to its terms

Representative's signature

Date

4/13/26

LOCAL EDUCATIONAL AGENCY APPROVAL

Facilities Administrator

Signature

Date

LEA Administrator

Signature

Date

GENERAL RULES

1. Sections 38130-38139 of the Education Code, "The Civic Center Act," are the basis of these rules, and are hereby incorporated in the application even though not explicitly stated.
2. Pursuant to "The Civic Center Act", the LEA is authorized to issue all permits to groups who qualify for the use of school property during non-school hours. All applications are to be completed on forms provided by the LEA and are to be presented at least two (2) weeks prior to the date the Property is to be used.
3. The use and occupancy of school property shall be primarily for public school purposes. Other use of occupancy shall be secondary and subordinate to this primary purpose. No group, regardless of its character, may monopolize the use of the school property, or interfere with the educational program of the school.
4. All permits are to be issued for specific facilities and for specific times not to exceed one school year. It shall be the responsibility of the organization to see that authorized portions of the buildings are not disturbed, and that the premises are vacated as scheduled on the permit. This permit is not transferable.
5. The Applicant is responsible for preservation of order and enforcement of all regulations pertaining to the use of LEA facilities. Negligence or violation of facility use, instructions and regulations will result in an organization being held responsible for damages and possible denial of subsequent requests.
6. Reserved.
7. Any juvenile organization or group seeking use of LEA premises must have a responsible adult sponsor signing and present during use, providing adequate and effective supervision. Those in charge of any activity must hold themselves at all times responsible for the supervision of all present, both participants and others attracted to the activity, so that no one will be acting in an unsafe manner or in a manner that will cause damage to school facilities.
8. The use of profane language, the possession or use of intoxicating liquor, drugs, tobacco, quarreling or fighting, the carrying of weapons, betting or any form of gambling, are prohibited on school property. Violation of this rule by any organization during occupancy shall be sufficient cause for denying further use of school facilities.
9. Prohibited on school property: animals (with the exception of active service dogs), firearms, pellet guns, BB guns, sling shots, archery, discus, javelin, shot put, roller hockey, riding of tricycles, scooters, go-carts, motor scooters, bicycles and skateboards (except for riding to and from school), unauthorized automobiles, running of model and miniature cars or model planes or unmanned aerial systems (drones) and rockets, skating, horseback riding, and hitting of golf balls.

FIRE & SAFETY

1. At no time shall there be more persons admitted to the auditoriums, theaters, or other rooms than the legal seating capacity will accommodate.
2. Flammable decorations, including stage scenery shall be fire resistant or flame proofed in accordance with the State Health and Safety Code.
3. No device, which produces flame, sparks, smoke or explosions shall be used in the auditoriums, theaters or other rooms.

BUILDINGS & GROUNDS

1. School property must be protected from damage and mistreatment, and ordinary precautions must be maintained. Should school property be damaged or abused beyond normal wear, such damage will be paid for by the organization involved, and shall be sufficient cause for cancellation of future use.
2. All lights must be turned off when leaving and all doors locked and secured.
3. No decorations, scenery sets, or lighting are to be nailed to floors, walls, or ceiling. No preparations of any kind shall be used on school floors by groups using the buildings. Shoes with cleats or plates and rubber soles or heels which mar or mark the floor will not be permitted in school buildings.
4. School furniture or equipment shall not be moved or displaced.
5. No pesticides, herbicides or rodenticides of any type should be applied to, or used on LEA premises.
6. Playfields may not be used for practice or games after heavy rains.
7. LEA shall be responsible for the operation and maintenance of the facilities used by Applicant under this Agreement, including application of all required chemicals, facility cleaning, and utilities. Notwithstanding this requirement, Applicant shall ensure that all areas used by Applicant and all of Applicant's invitees shall remain free of trash and other refuse during the time of Applicant's use of the facility.

Daily Responsibilities

1. Pre-Opening Procedures (Prior to Public Entry)

The City shall complete and document the following before admitting any patrons:

A. Facility Safety Inspection

- Conduct full perimeter walk-through of pool deck and surrounding areas
- Inspect gates, fencing, latches, and self-closing mechanisms
- Inspect pool bottom for visibility and clarity (main drain clearly visible)
- Remove debris from pool and deck

B. Water Quality & Chemical Compliance (Title 22)

- Test and record: - City to use daily test kits before entering pool and document on City log
 - Free chlorine residual
 - pH level
 - Combined chlorine
 - Water temperature
- Verify chemical levels meet California Department of Public Health standards

C. Safety Equipment Verification

- Inspect and confirm presence and functionality of:
 - Rescue tube(s)
 - Reaching pole
 - Ring buoy with attached line
 - Backboard with straps
 - First aid kit (fully stocked)
 - AED (charged and operational)
 - Emergency phone access

D. Staffing Verification

- Ensure required number of certified lifeguards are present
- Verify all staff on duty hold current:
 - Lifeguard certification
 - CPR/AED certification
 - First Aid certification

- Conduct pre-shift safety briefing

2. During Operating Hours

A. Active Supervision

- Maintain required lifeguard-to-bather ratios
- Enforce posted pool rules consistently
- Monitor high-risk behaviors (running, diving in shallow water, unsafe play)
- Ensure restricted areas remain secured

B. Water Quality Monitoring

- Re-test and log chemical levels at required intervals
- Close pool immediately if water clarity or disinfectant levels fall below required standards
- Contact OUSD personnel if water levels fall below standards

C. Incident & Injury Management

- Activate Emergency Action Plan (EAP) when necessary
- Provide immediate first aid or emergency response
- Contact emergency services when appropriate
- Complete written incident report for:
 - Injuries
 - Rescues
 - Behavioral removals
 - Facility damage
- Notify OUSD designee of any significant incident the same day

D. Cleanliness & Maintenance

- Maintain deck cleanliness and dryness
- Empty trash receptacles as needed
- Monitor restrooms/locker rooms (if included in lease)
- Remove biohazards in accordance with OSHA standards

3. Administrative & Compliance Duties

- Maintain daily attendance records
- Maintain water chemistry logs (retained per regulatory requirements)
- Maintain incident reports on file
- Ensure insurance coverage remains active
- Comply with Ventura County Environmental Health requirements

- Permit inspections by regulatory agencies during operating hours
 - No food is allowed on the pool deck
-

4. Closing Procedures (End of Each Operating Day)

The City shall complete and document:

A. Patron Exit & Facility Sweep

- Clear all swimmers from pool
- Conduct full facility sweep (pool deck, restrooms, storage areas)
- Confirm no unauthorized individuals remain

B. Final Water Testing

- Test and record final chemical readings - City can test with test kit and record on their log

C. Equipment & Security

- Secure and store rescue equipment
- Lock gates, doors, and access points
- Activate alarms (if applicable)
- Turn off non-essential lighting and equipment

D. Damage Reporting

- Document and photograph any damage
- Submit written report to OUSD within 24 hours



EVIDENCE OF COVERAGE

DATE (MM/DD/YY)

03/17/26

This Evidence of Coverage is used as a matter of information only and confers no rights upon the evidence holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

JOINT POWERS AUTHORITY (JPA)

California Joint Powers Insurance Authority (CJPIA)
8081 Moody St.
La Palma, CA 90623

CONTACT NAME: Chris Gray, Insurance Programs Manager**PHONE:** (562) 467-8783**EMAIL:** cgray@cjpia.org**JPA MEMBER (Covered Party)**

City of Ojai
401 S. Ventura St.
Ojai, CA 93023

EOC NUMBER: 20260317-OJ-1002

THIS IS TO CERTIFY THAT THE MEMBER LISTED ABOVE PARTICIPATES IN THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY'S SELF-INSURANCE AND COMMERCIAL INSURANCE PROGRAM(S) WITH THE COVERAGES AND LIMITS LISTED BELOW, SUBJECT TO ALL THE TERMS, DEFINITIONS, EXCLUSIONS, CONDITIONS, AND RESPONSIBILITIES OF THE MEMORANDA OF COVERAGE FOR EACH LINE OF COVERAGE. THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY IS A JOINT POWERS AUTHORITY PURSUANT TO ARTICLE 1 (COMMENCING WITH SECTION 6500) CHAPTER 5 OF DIVISION 7 OF TITLE 1 OF THE CALIFORNIA GOVERNMENT CODE. COVERAGE WILL NOT BE BROADER THAN WHAT THE MEMBER IS REQUIRED TO PROVIDE BY WRITTEN CONTRACT OR AGREEMENT, FOR HIGHER LIMITS THAN REQUIRED, OR BROADER THAN THE COVERAGE PROVIDED UNDER THE MEMORANDA OF COVERAGE.

TYPE OF COVERAGE		ADDL PP	EFFECTIVE (MM/DD/YY)	EXPIRATION (MM/DD/YY)	LIMIT OF LIABILITY COVERAGE	
☒	LIABILITY: BODILY INJURY PROPERTY DAMAGE PERSONAL INJURY ERRORS & OMISSIONS BROADCAST/PUBLICATION EMPLOYMENT PRACTICES SEXUAL ABUSE & MOLESTATION	☒	07/01/25	06/30/26		
					PER OCCURRENCE	\$5,000,000
					ANNUAL AGGREGATE	\$10,000,000
☒	AUTO LIABILITY (ANY AUTO)					
☒	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	N/A	07/01/25	06/30/26	WC LIMITS EMPLOYER'S LIABILITY	STATUTORY \$1,000,000

AGREEMENT/ACTIVITY DETAIL

Use of the Ojai Unified School District's Nordhoff High School Pool for a City Run Community Aquatics Program and Events as mutually agreed upon.

ACTIVITY DATES: 03/17/26 - 06/30/27**EVIDENCE HOLDER**

Ojai Unified School District
Kevin Olson
703 El Paseo Road
Ojai CA 93023
8056404300

CANCELLATION

The California JPIA will endeavor to provide at least thirty (30) days' notice of any cancellation of coverage or reduction in coverage limits to the Evidence Holder(s).


Authorized Representative, Chris Gray

CC:



ADDITIONAL PROTECTED PARTY (ADDITIONAL INSURED ENDORSEMENT)

DATE (MM/DD/YY)

03/17/26

JOINT POWERS AUTHORITY (JPA)

California Joint Powers Insurance Authority (CJPIA)
8081 Moody St.
La Palma, CA 90623

CONTACT NAME: Chris Gray, Insurance Programs Manager

PHONE: (562) 467-8783

EMAIL: cgray@cjpia.org

JPA MEMBER (Covered Party)

City of Ojai
401 S. Ventura St.
Ojai, CA 93023

EOC NUMBER: 20260317-OJ-1002

CONDITIONS OF ADDITIONAL PROTECTED PARTY (ADDITIONAL INSURED ENDORSEMENT)

Effective Date: 07/01/25

Expiration Date: 06/30/26

When required by a written agreement, the California Joint Powers Insurance Authority agrees to include the Evidence Holder as an **Additional Protected Party** under the Memorandum of Coverage – Liability Program, subject to the above-stated limits, but only for **Occurrences** caused by the activity described in the written agreement between the Member and Evidence Holder for the date(s) and time(s) specified in the written agreement. If required by the written agreement, coverage shall be primary and non-contributory, and/or subrogation is waived.

COVERAGE WILL NOT BE BROADER THAN WHAT THE MEMBER IS REQUIRED TO PROVIDE BY WRITTEN CONTRACT OR AGREEMENT, FOR HIGHER LIMITS THAN REQUIRED, OR BROADER THAN THE COVERAGE PROVIDED UNDER THE MEMORANDA OF COVERAGE.

ADDITIONAL PROTECTED PARTY

LEA, its governing board,
officers, administrators, managers, agents, employees, and/or volunteers.

CANCELLATION

The California JPIA will endeavor to provide at least thirty (30) days' notice of any cancellation of coverage or reduction in coverage limits to the Evidence Holder(s).



Community Aquatics Program Implementation

Kristy Rivera, Recreation Manager

Ojai, CA | June 02, 2026

Summary

The City of Ojai is implementing a Community Aquatics Program at Nordhoff High School Pool in response to City Council direction from February 24, 2026. This presentation addresses four key items: adopting a lifeguard salary amendment to \$25.00/hour effective June 3, 2026; approving a \$5.00 per-person entry fee with \$5,000 allocated for income-qualified waivers; establishing program operating hours including weekday and weekend sessions; and receiving the completed Facilities Use Agreement with OUSD. The estimated first-year cost is \$62,200, with revenue from admission fees helping to offset expenses. The program satisfies longstanding community demand for public aquatics access in the Ojai Valley.

Background & Council Direction

February 24, 2026: City Council directed staff to return with updated aquatics program information

Council requested lifeguard salary data, pool entry fees, scholarship recommendations, program hours and finalized OUSD agreement

May 7, 2026: Parks & Recreation Commission provided feedback incorporated into this report

May 13, 2026: Ojai Unified School District (OUSD) Board requested later program hours to better support community use

This presentation fulfills all elements of Council's February 24 direction and incorporates feedback from the Parks and Recreation Commission and OUSD

Four Action Items Before Council

#	Action Item
1	Adopt Resolution amending Salary Schedule for Lifeguard classification, effective June 3, 2026
2	Approve \$5.00 per-person entry fee for open and lap swim; authorize \$5,000 for income-qualified fee waivers
3	Approve program hours as presented for daily open swim operations
4	Receive and file the completed Agreement with Ojai Unified School District (OUSD)

Item 1: Lifeguard Salary Amendment

Market Analysis

Targeted salary survey shows current market median at \$22.40/hour. City's current rate falls below market median, creating recruitment challenges.

Recommended Rate: \$25.00/hour

Staff recommends a flat rate of \$25.00/hour for all lifeguard positions, effective June 3, 2026. This positions the City competitively in the local labor market.

Why a Flat Rate?

Reflects consistent physical demands, mental vigilance and shared safety responsibilities across all lifeguard positions. Supports internal equity and reduces potential morale concerns.

Item 2: Entry Fees & Accessibility

Fee Type	Amount
Standard entry (open swim)	\$5.00 per person (2 years and under free)
Income-qualified reduced fee	\$2.00 per person
Allocation for fee waivers	\$5,000

Item 3: Proposed Operating Schedule

Day(s)	Hours
Monday–Friday (school breaks)	11:00 AM – 3:00 PM
Sundays	2:00 PM – 6:00 PM
Saturdays (optional)	5:00 PM – 7:00 PM (may vary with YMCA swim sessions)

Item 4: OUSD Facilities Use Agreement

City staff and OUSD collaborated to develop mutually beneficial agreement

Agreement reviewed by City Attorney

Completed agreement attached to agenda report for Council reference

OUSD covers core operational costs: utilities, maintenance and required permits

City responsible for facility daily operational duties and staffing: hiring and compensating lifeguards

Council Options

Approve all four recommendations as presented

Take no action

Provide alternative direction to staff

Next Steps if Approved

Resolution amending Salary Schedule takes effect June 3, 2026

\$5.00 entry fee (2 years and under free) and \$5,000 waiver fund authorized

Program hours approved for daily open swim operations with option to adjust due to community demand

OUSD Facilities Use Agreement received and filed

Staff launches program (once lifeguard recruitment is fulfilled), monitors attendance and entry fee revenue

Progress update provided to Council after initial summer break operating period



Administrative Report

TO: Honorable City Council

FROM: Kristy Rivera, Recreation Manager
Ben Harvey, City Manager

MEETING DATE: June 2, 2026

SUBJECT: Request for Proposal for Sarzotti Park Playground Reconstruction

RECOMMENDATION

1. Review and provide input for a draft request for proposals for the planning and design of the Sarzotti Park playground reconstruction project.
2. Direct staff to proceed with issuing a request for proposals for the planning and design of the playground reconstruction project.

DISCUSSION

Earlier this year, the City launched an online community survey and mail in option through the Ojai Outlook Newsletter to gather public input regarding the Sarzotti Park playground reconstruction project. The community survey was taken to the Parks and Recreation Commission for review prior to launch, and was returned to the Commission at the conclusion of the survey input period for results review. The survey results are attached to this agenda report.

Listed below are the primary survey results:

- Addition of shade structure covering greater playground area
- Addition of recreation climbing wall/structure
- Addition of slides
- Addition of play opportunities for wider age range
- Removal of sand ground covering
- Removal of direct sunlight/hot surfaces

The survey results also expressed support for inclusion or addition of a water element, however, City staff is not recommending that a water element be included as part of the current project. Instead, City staff requests additional time to explore options and funding opportunities to add a water element in the future. Initial research suggests that the cost of a water element may exceed or require a significant portion of the current available project budget, due to the excavation and plumbing required to support addition of a water element.

To advance the project, staff recommends that the City conduct a request for proposals (RFP) solicitation process to select the most qualified firm to develop a plan and design for the playground reconstruction project. Once the design documents are complete, the City will solicit bids to select the lowest, responsive bidder for construction/installation of the project. The project would be overseen by the Public Works Department, and is included within the proposed Fiscal Year 26-27 budget capital improvement program. Notice for the RFP will be advertised within *The Ojai Valley News*, and posted on the City of Ojai and PlanetBid websites.

Project funding will be borne from \$750,000 in grant funds received from a California State Parks Grant in 2023. In light of the amount of time that has lapsed since the receipt of grant funds, there is a need to expedite the project. To that end, City staff is working closely with the California State Parks Department with the goal that grant funds remain available for project construction. To enable this possibility, the California Parks Department has advised that a grant fund extension request from the City will be required in the Fall of 2026 (City staff plans to fulfill this request). City staff will continue to keep the Parks and Recreation Commission and City Council apprised of the grant fund status.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 3 - Arts, Culture and Recreation Funding

OPTIONS

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

FISCAL IMPACT

It is anticipated that project funding will be available through the \$750,000 California Parks Department grant. Should grant funding no longer be available, staff would return to the City Council for a proposed budget amendment to pull funding from the City's unprogrammed General Fund balance outside of the City's 100% Reserve Policy amount.

Prepared by: Ben Harvey, City Manager and Kristy Rivera, Recreation Manager.

ATTACHMENT:

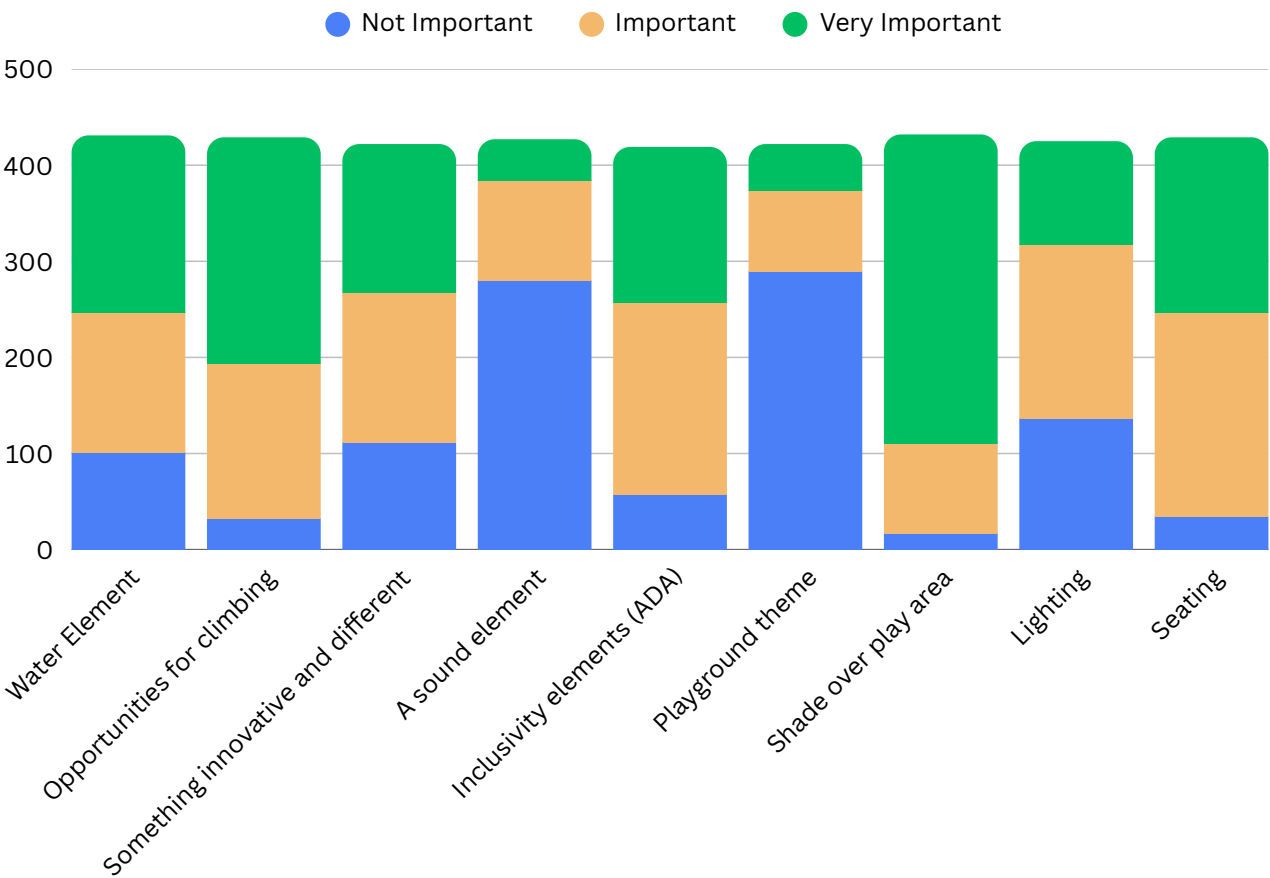
- A. Sarzotti Park Playground Reconstruction Survey Questions and Results

Sarzotti Playground Survey Results 2026

Total Surveys Completed: 436

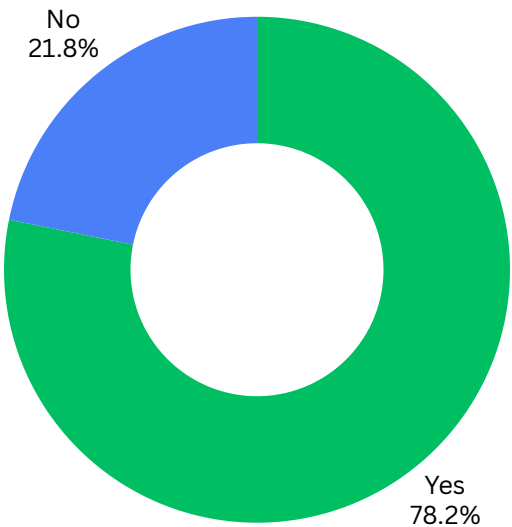
Question 1

When you think of the new playground, how important are the following items to you and/or your child(ren)? (Not Important, Important, Very Important)



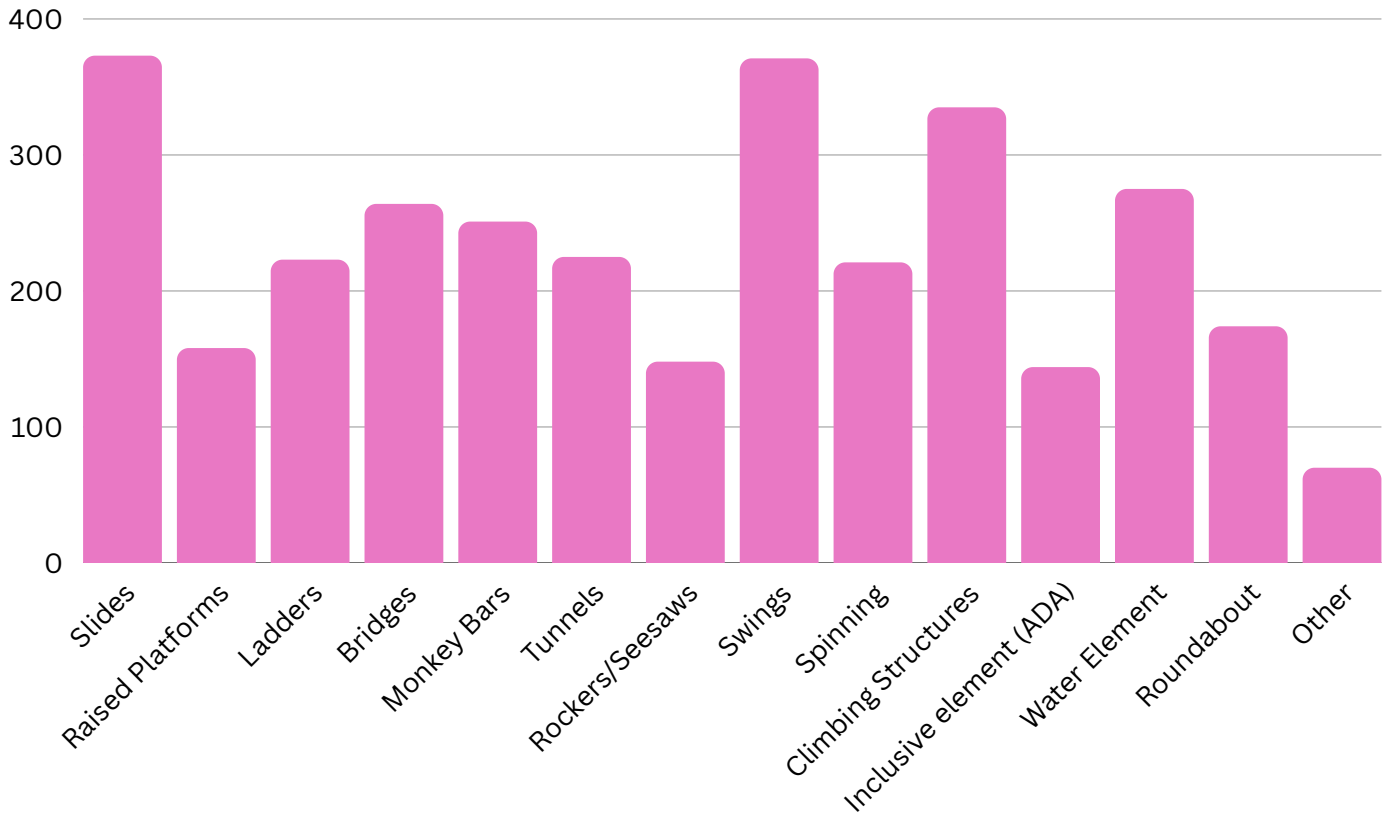
Question 2

Would you like to see a water element added to Sarzotti Park?



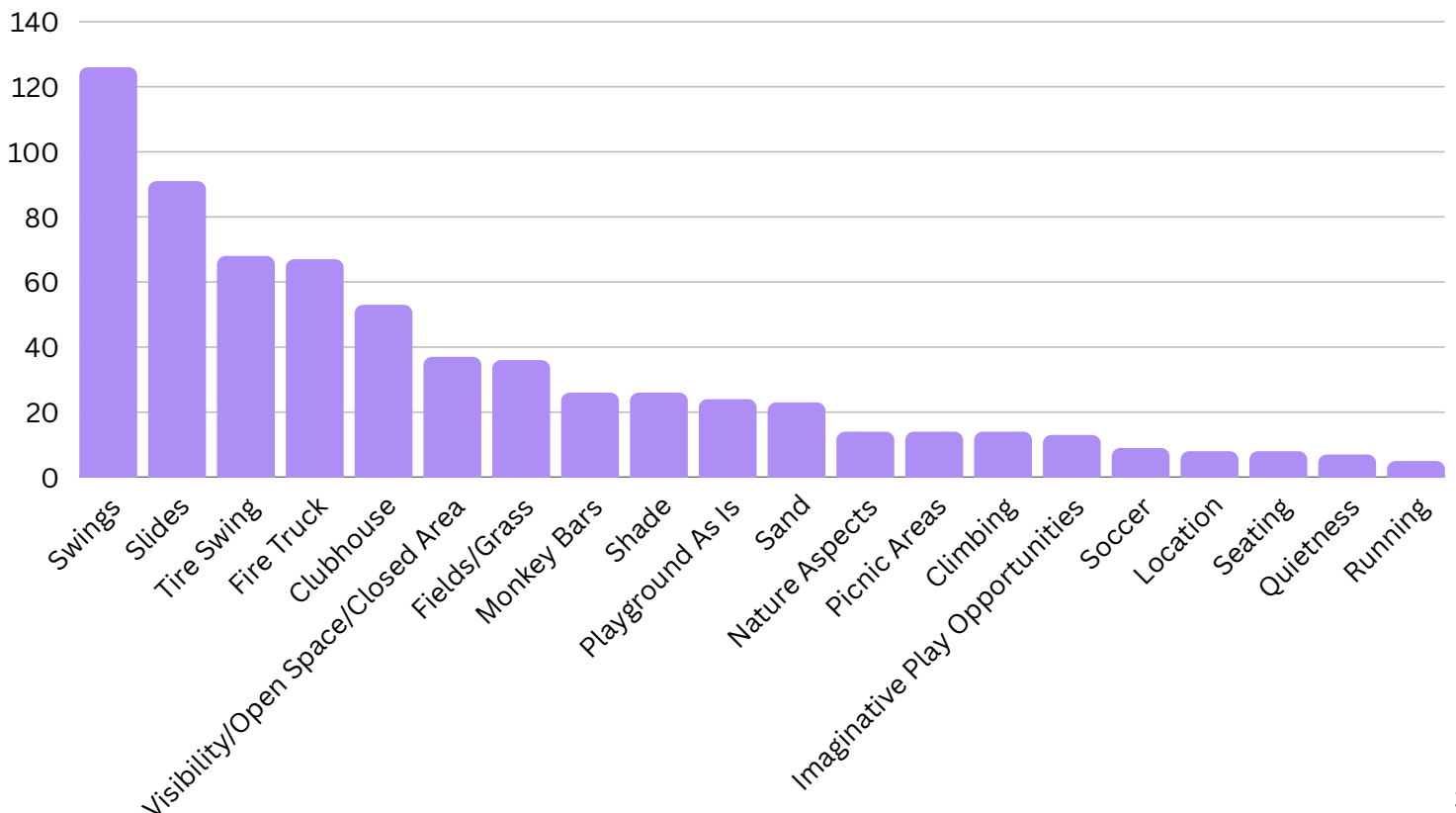
Question 3

What type of equipment does your child(ren) prefer? (Please select all that apply.)



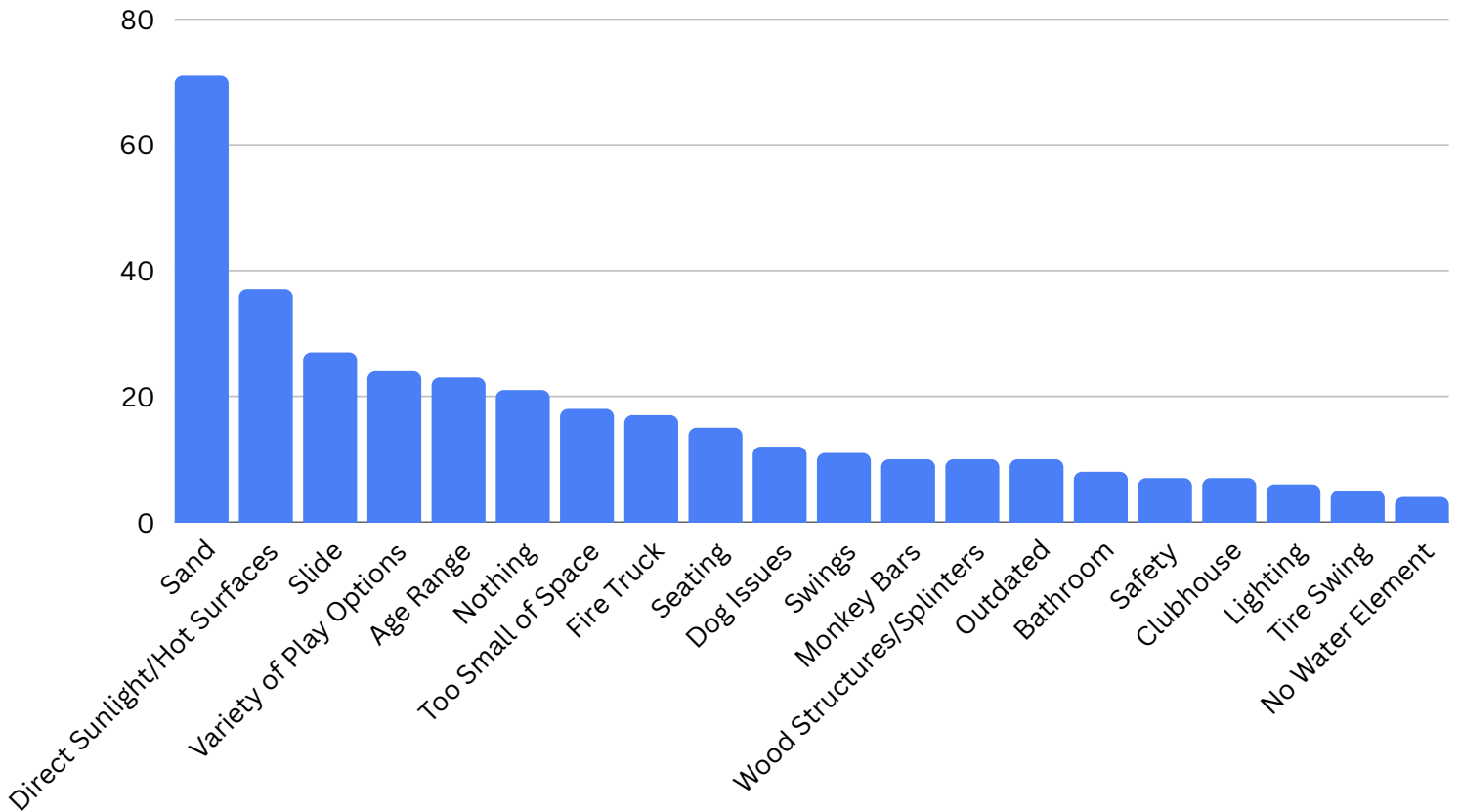
Question 4

When visiting the current playground at Sarzotti Park, what are your and/or your child(ren)'s favorite aspects/activities?



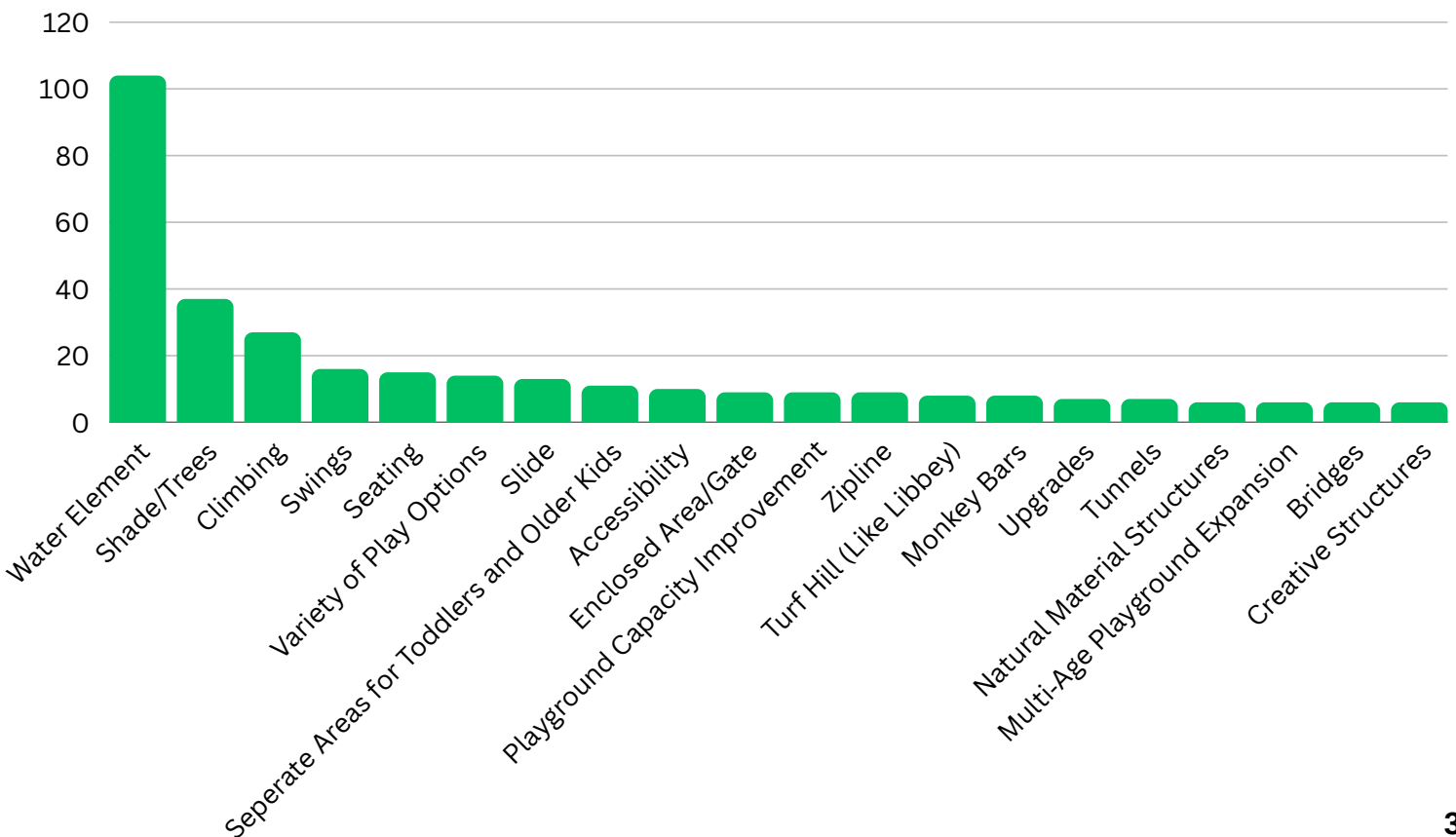
Question 5

When visiting the current playground at Sarzotti Park, what are your and/or your child(ren)'s least favorite aspects/activities?

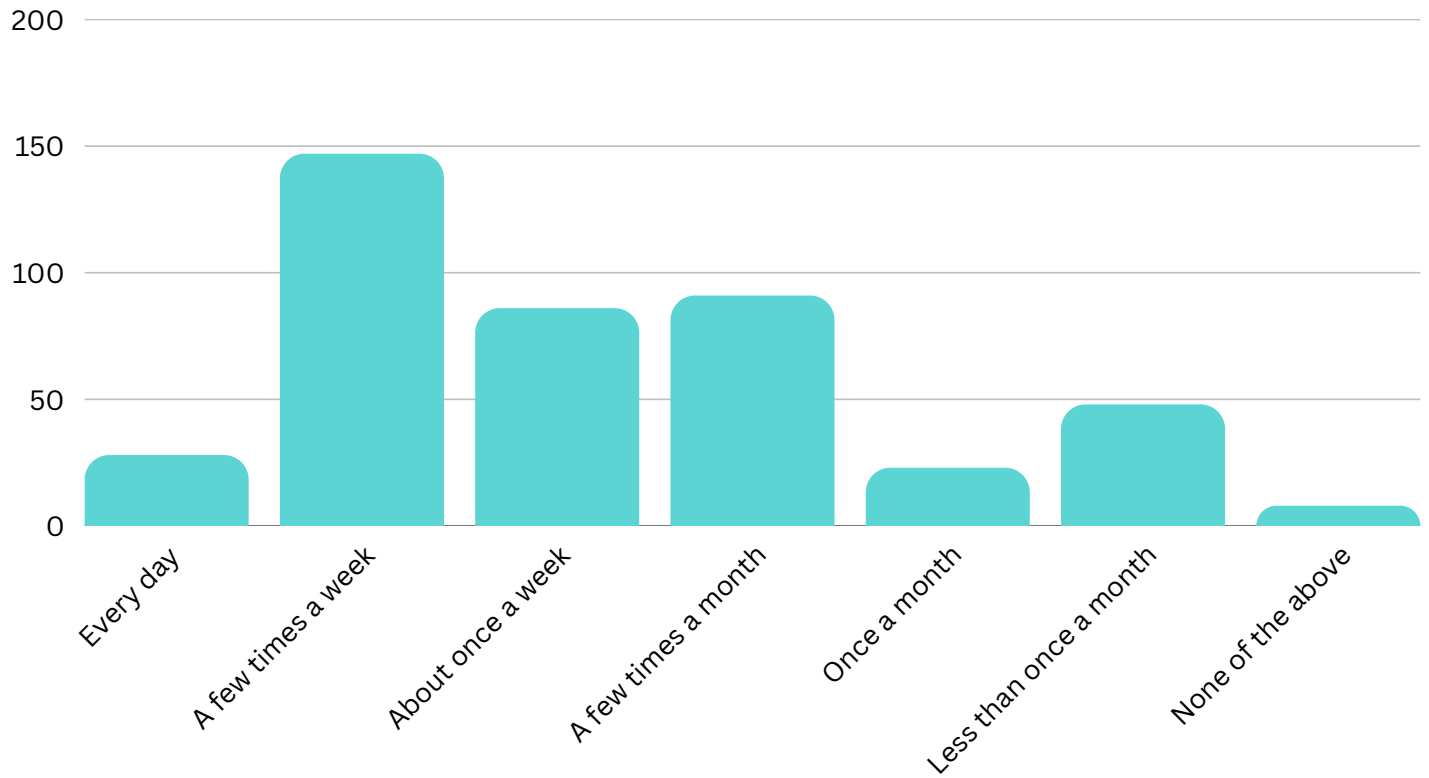


Question 6

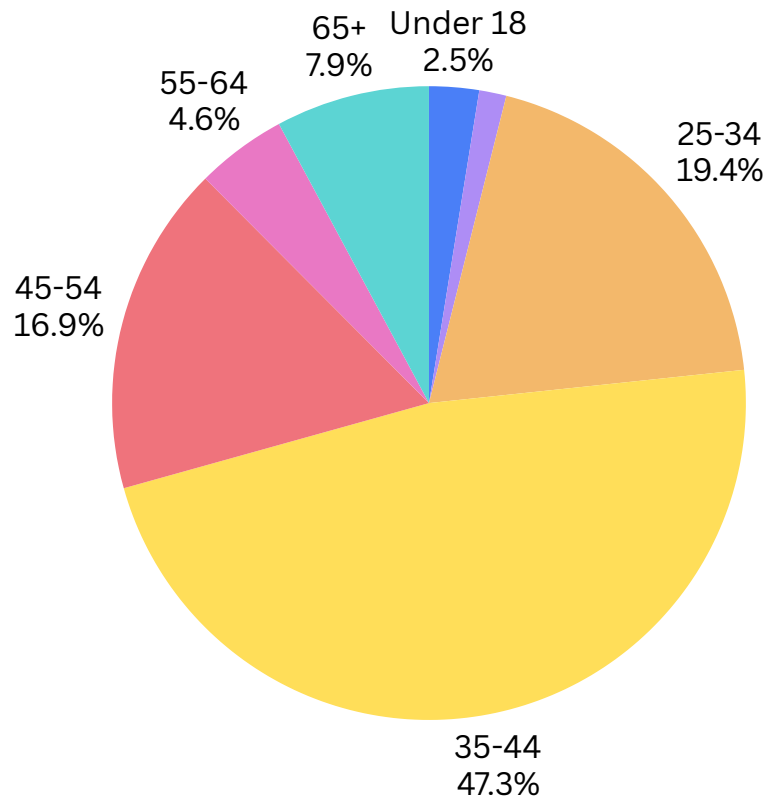
Please share any features that you would like to see at the new Sarzotti Playground.



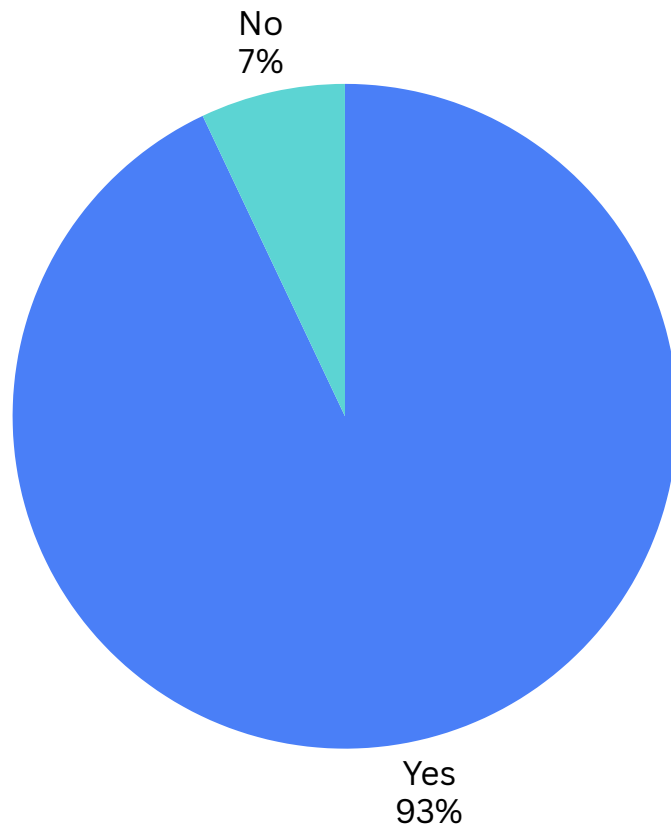
Question 7
How often do you visit the playground at Sarzotti Park?



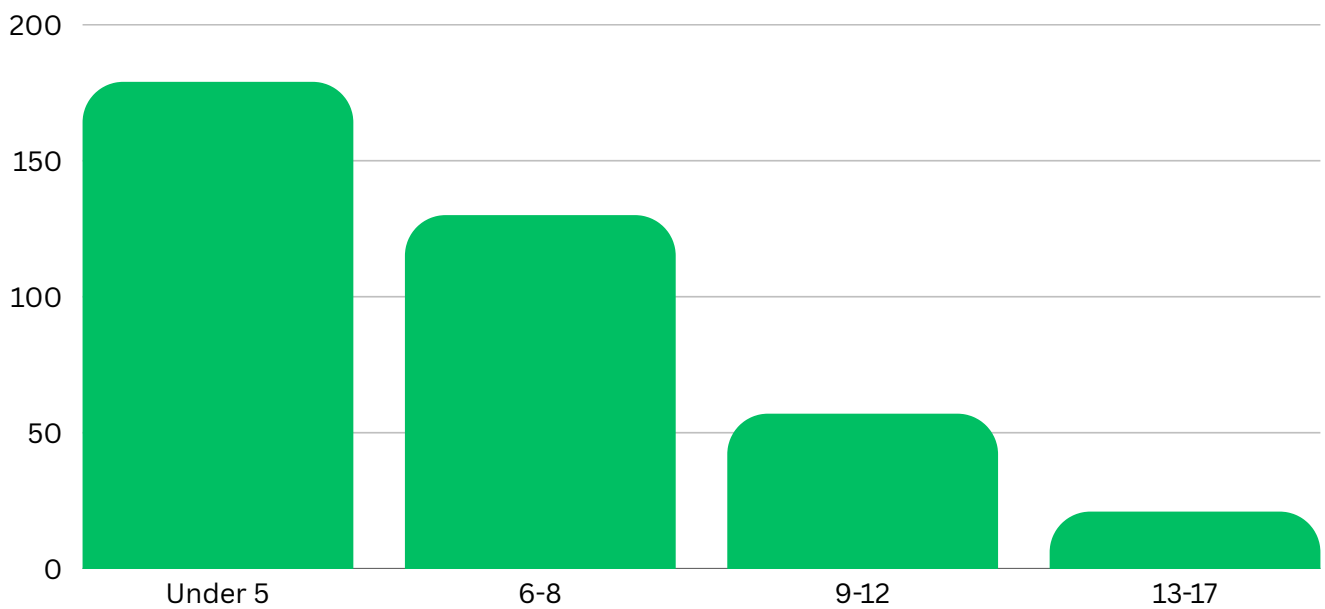
Question 8
How old are you?



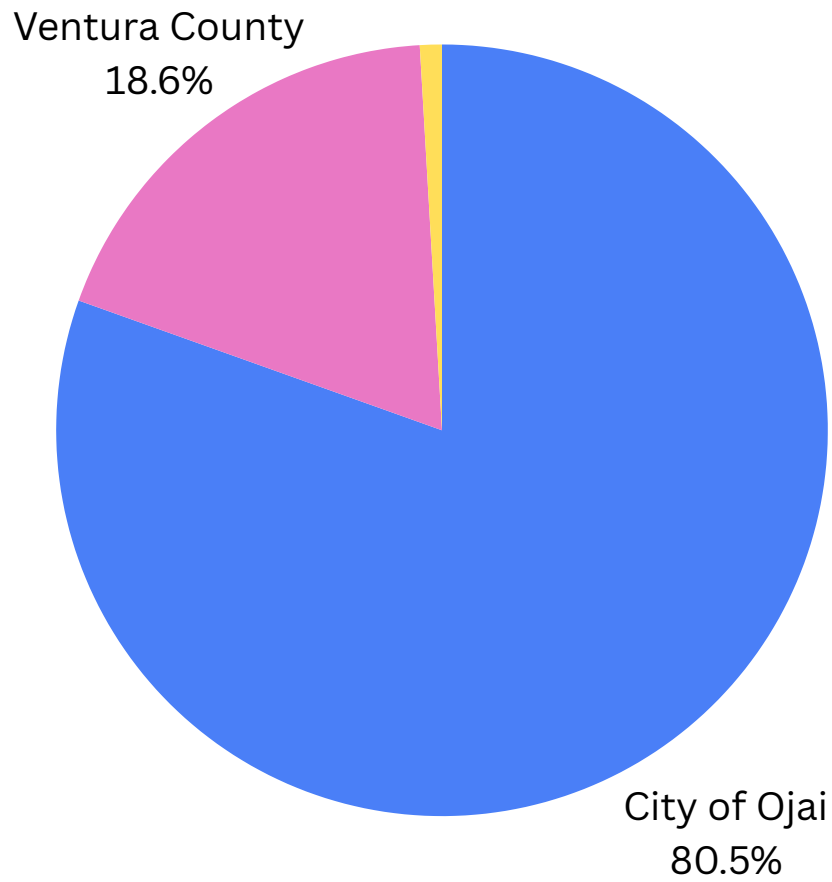
Question 9
Do you have children?



Question 10
If yes, how old are they?



Question 11
Where do you reside?



Question 12
If you would like to be updated regarding the playground progress, please provide your email.

Total: 209



TO: Honorable City Council

FROM: Weston Montgomery, Chief Deputy City Clerk

MEETING DATE: June 2, 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: June 2, 2026

PUBLIC COMMENT FOR CITY COUNCIL MEETINGS

Written/mailed 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.



Council meeting 6/2/26

From Bill <wdmiley32@gmail.com>
Date Sat 5/30/2026 9:40 PM
To City Clerk <cityclerk@ojai.ca.gov>

5/30/26
To: Ojai City Council
From: Bill Miley
Subject: Council meeting 6/2/26 agenda item one. Aquatic program

Hello.

I participated in the May Recreation Commission meeting. I am pleased to see the proposed hours of aquatic center community use adjusted towards the warmer times of the days, especially during the summer times.

During the Commission discussion, it was noted that community use and “demand” will be recorded for adjustment of schedules to meet community “needs” that vary from these beginning schedules. That fits my logic for flexibility in a brand new venture.

I also read that efforts to create “purchase” options for families and multiple-time prices will be created in the next few months.

Also noted is the chart showing hourly wages for life guards in surrounding cities. It seems that an averaging of wage amounts would be fair. With supply a key issue for adjustment if a shortage occurs.

This continues to be a significant and key programming plan by our city Rec. Dept. to bring an aquatic center facility to our valley community. I urge our Council Members to support the new beginning.

Sincerely, Bill Miley 