



CITY OF OJAI, CALIFORNIA

401 South Ventura Street, Ojai CA 93023

(805) 646-5581

www.ojai.ca.gov

REQUEST FOR PROPOSALS

Public Works Director Recruitment

ISSUED: September 18, 2026

Mandatory Pre-Proposal Meeting:

Prospective Consultant Questions Due:

Proposals Due (Electronic Only):

Not Applicable

September 28, 2026, 5:00 PM

October 5, 2026, 5:00 PM

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

NO LATE PROPOSALS WILL BE ACCEPTED. Proposals received after the due date and time will not be considered for this project. It is the policy of the City of Ojai to reject any proposal that is received late.

(1) REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:

<https://vendors.planetbids.com/portal/78346/portal-home>

(2) PLEASE NOTE THAT IN THE EVENT OF A CONFLICT BETWEEN ANY DETAILS CONTAINED WITHIN THIS RFP DOCUMENT AND ANYTHING ELSE CONTAINED WITHIN THE PLANETBIDS PORTAL, THIS RFP DOCUMENT SHALL CONTROL AND GOVERN

REQUEST FOR PROPOSAL RFP
Public Works Director Recruitment

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A. SUMMARY

The City of Ojai ("City") is seeking proposals from qualified firms to provide professional recruiting services for the position of Public Works Director as further described in this Request for Proposals ("RFP").

The intent of this solicitation is to identify one or more firms with the qualifications, experience, and capacity to perform the services specified in the Scope of Work. The City may award a single contract or multiple agreements depending on the nature of the proposals received and the best interests of the City.

This RFP is not a commitment to an agreement. The City reserves the right to modify the scope of services prior to agreement award, reject any or all proposals, or cancel this solicitation entirely.

The City of Ojai is a general law city incorporated in 1921 and operates under a Council-Manager form of government. Located in Ventura County, the City serves a population of approximately 7,500 residents and provides a range of municipal services through a combination of internal staff and contracted support.

The Public Works Department is responsible for maintaining the City's Public Right of Ways, infrastructure, facilities, and parks. Our goal is to enhance the safety and health of the community, contribute to the community's environmental wellbeing, improve accessibility, and overall, positively impact the quality of life for community residents.

The Public Works Department includes, but are not limited to the following functions:

Administration

Handles customer service, prepares department council items, budget development and monitoring, department procurement, permit processing, and overall general support.

Capital Projects

Capital projects focus on the construction of public infrastructure projects and preparing plans and specifications for contractors to bid. This includes preparing a Five-Year Capital Improvement Program updated each year. It sets forth improvement projects to be financed and constructed using public funds.

Streets and Landscaping Maintenance

The Public Works Maintenance crew is responsible for maintaining the City's streets, sidewalks, tree trimming, landscape medians, parkways, slope areas, and graffiti removal within the city right of way.

Fleet Management

Oversees the vehicle and heavy equipment lifecycle, including procurement and disposal. Manages external maintenance contracts for preventative maintenance and repairs, and ensures fleet compliance with California environmental and safety regulations.

Cemetery

Nordhoff Cemetery is maintained and operated by the Public Works Department.

The City of Ojai reserves the right to make changes in the Request for Proposal as it may deem appropriate. Any and all changes in the Request for Proposal shall be made by written addendum, which shall be posted to the PlanetBids website. No oral changes will be permitted. Addendum issued during the proposal process will become a part of the original Request for Proposals. All proposals must be submitted by the date and time established herein. Proposals submitted after such required date and time will be returned unopened to the sender. The City of Ojai reserves the right to take any action considered to be in the best interest of the City of Ojai.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened.

No contract exists on the part of the City until the approving authority has made the award and a contract has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City of Ojai to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. When negotiations with the consultant to be awarded the contract are complete, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act. Any changes to the RFP requirements will be made by addendum.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer's responsibility to ensure their proposal documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Proposer's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Proposer is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

B. PROPOSAL SUBMITTAL

The proposals must be submitted electronically only.

Proposals must be submitted electronically on PlanetBids no later than **October 5, 2026, at 5:00 P.M.** Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids.

The Proposal must include the following sections, numbered in accordance with the table below. **Every Proposal must include the Proposer's name and the City's Request for Proposal Project Name.**

Required Proposal Sections and Documents		
1	Cover Letter The cover letter must be signed by an officer of the firm authorized to execute a contract with the City. The primary contact should be identified and phone number, email, and mailing addresses provided.	Required
2	Company Certification and Personnel Verification Certification, on company letterhead that the person submitting the proposal is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement	Required
3	Team Qualifications and References The Consultant shall provide a summary of the Consultant's qualifications for this proposal. General information about the firm(s), location of office(s), years in business and areas of expertise is also requested. The Consultant shall provide a minimum of three examples of similar efforts prepared by the firm and proposed team members.	Required
4	Key Staff and Team The Consultant shall identify key staff and include a description of their abilities, qualifications, and experience. Attach detailed resumes of key staff that will be assigned to this project with ½ page summaries of those proposed. Include a proposed project structure and organizational chart. Identify any portion of the scope of work that would be subcontracted.	Required
5	Project Approach and Work plan Consultant shall describe its detailed work approach and methodology. Include all deliverables at each stage of the project, assumptions about the number of meetings needed with City staff and meetings with other stakeholders to complete the Scope of Work.	Required
6	Schedule Consultant shall include a schedule of work and include primary deliverables and meetings.	Required
7	Cost Proposal The cost proposal shall include all labor costs, overhead costs,	Required

	subconsultant costs, and an itemized list for direct expenses. Costs must be shown in a matrix format by task, showing hours per staff member and labor rates. Include all pricing information relative to the engagement on Contract Services Agreement, Exhibit "C"	
8	Client Reference List Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 5 years.	Required
9	Modification, Changes or Exceptions to the City Contract of Service Agreement Template Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing in Contract Service Agreement, Exhibit "B"	Required if Applicable
10	Affidavit of Non-Collusion and Non-Discrimination (download from PlanetBids)	Required
11	Debarment and Suspension Certificate (download from PlanetBids)	Required
12	Certificate of Compliance with Labor Code Section 3700 (download from PlanetBids)	Required if Applicable

C. QUESTIONS AND ADDENDUMS

All project scope questions must be posted to PlanetBids by the due date listed on the cover page of this Invitation. The City will coordinate responses and post them to PlanetBids 5 days prior to the bid deadline for all interested proposers to review.

The City's PlanetBids portal: <https://vendors.planetbids.com/portal/78346/portal-home>

If discrepancies or omissions are found for this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to PlanetBids no later than 5 days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	PlanetBids	Post directly to PlanetBids
2	Use of PlanetBids	PlanetBids	(818) 992-1771
3	City's Purchasing Process	Kathy Holman Human Resources Manager	kathy.holman@ojai.ca.gov (805) 646-5581 ext. 126

ONLY the Human Resources Manager may be contacted regarding this solicitation. No other City officers, agents, employees, or representatives have authority to respond on behalf of the City. Contact with unauthorized City personnel or elected officials during the selection process or may result in disqualification.

D. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified.

Awarded contractor and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents prior to execution of the contract.

E. PROCUREMENT SCHEDULE

Anticipated Procurement Schedule		
1	RFP Release Date	09/18/2026
2	Deadline for Questions	09/28/2026, 5:00 PM
3	Proposal Due Date	10/05/2026, 5:00 PM
4	Evaluation/Vendor Shortlist/Interview/Selection (Interviews at City's discretion)	10/12/2026
5	Approving Authority Award of Contract	10/27/2026
6	Contract Execution	10/28/2026
7	Begin Engagement	10/28/2026
8	Complete Engagement	02/01/2027

The Anticipated Procurement Schedule dates are provided for general information. The actual dates are subject to change depending on the City's best interest.

F. OTHER REQUIREMENTS

The City's form contract is required (see Contract Services Agreement). Specific requirements are outlined in the form contract.

Prevailing Wage Required: NO
Performance Bond Required: Not Applicable
Payment Bond Required: Not Applicable

The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

G. COST PROPOSAL

Contractors must provide everything necessary at their own expense including, but not limited to labor, materials, and equipment required to perform and complete the required work.

The proposal price must include all necessary labor, materials, and fees to complete the work required by Project Scope and Specifications. Permits, licenses and fees must be obtained at the awarded Contractor's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total proposal price. Costs shall exclude travel, meals, printing, and lodging.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Include hourly rates for additional work which may be authorized by the City's Contract Officer.

H. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

When applicable all proposals will be opened publicly in the Office of the City Clerk via PlanetBids on the date time noted on the Notice of Request for Proposals. Proposals will be considered confidential until negotiations with the consultant to be awarded the contract are complete.

Proposal documents that are submitted on time and meet the minimum requirements outlined above will be reviewed by City staff, which will make a recommendation to the approving authority to either reject all proposals or award a contract. Evaluation criteria will include qualifications, experience, price, familiarity with the City, and past performance; and will be based on guidelines in the City's Municipal Code. (Ojai Municipal Code § 8-4.21).

The City may hold interviews with respondents prior to a final selection of the project contractor. Such interviews may be conducted in person or by electronic means. The City reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

No contract exists until the approving authority has made the award, and the contract has been fully executed.

The City of Ojai reserves the right to reject the proposals, request additional information or take any other action considered to be in the best interest of the City of Ojai.

I. INSURANCE

The selected consultant must comply with the insurance requirements detailed in the Contract Services Agreement and below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the bid. Failure to submit may result in City rejecting the bid as being materially non-responsive to this RFP.

If a consultant believes any of City's proposed insurance is not appropriate for any reason and/or the requirements warrant an adjustment, City invites submission of a written request with explanation of the same to be submitted prior to 10 days before the bid deadline. City will review the request and if appropriate, will issue an amendment to the insurance requirements as a written addendum.

Certificate of Insurance:

Shows GL, Auto, Work Comp and Professional Liability coverages with valid effective dates

General Liability: Add'l Insured and Waiver of Subrogation must be checked.

Auto Liability: Add'l Insured and Waiver of Subrogation must be checked.

Workers Compensation: Waiver of Subrogation must be checked. * - if applicable

Description of Operations:

1. City of Ojai, its elected and appointed officers, employees, volunteers and agents are additional insured on GL and Auto policies.
2. GL is Primary and Non-Contributory.
3. Waiver of Subrogation endorsement in favor of City of Ojai OR in favor of additional insured.

Certificate Holder: City of Ojai, 401 South Ventura Street, Ojai, CA 93023

Insurance Carriers: AM Best rating A- VII or Better

General Liability Provisions:

Coverage form ISO CGL CG 00 01. Minimum limits \$1M per occurrence/\$2M aggregate

GL Endorsements:

1. City of Ojai, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Primary and Non-contributory endorsement.
3. Waiver of Subrogation endorsement in favor of City of Ojai.

Automobile Liability Provisions:

Coverage form ISO CGL CG 00 01. Minimum limits \$1M per occurrence/\$2M aggregate

Auto Insurance Endorsements:

1. City of Ojai, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Waiver of Subrogation endorsement in favor of City of Ojai.

Professional Liability Provisions:

Professional liability insurance appropriate to the Consultant's profession. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of Agreement.

Worker's Compensation Provisions:

Coverage for statutory limits for workers compensation. Minimum limit of \$1M for Employer Liability.

WC Endorsements:

Waiver of Subrogation endorsement in favor of City of Ojai

J. BID OPENING, DOCUMENT REVIEW AND AWARD OF CONTRACT

All proposals will be opened publicly by the Office of the City Clerk, via PlanetBids, on the date and time established. Results will not be given out via telephone, or facsimile. Proposal documents must be submitted on time and meet the minimum requirements outlined in this RFP.

Once award is determined, a Notice of Intent to Award will be issued via email to all participants of this RFP.

Bid protest procedures may be obtained from Purchasing. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

No contract exists until the approving authority has made the award, and the Contract Services Agreement has been fully executed.

Specific Evaluation Criteria For Award of Contract Will Be As Follows:

Proposals will be evaluated, scored, and weighted based on demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services, and a

fair and reasonable price, in accordance with Ojai Municipal Code § 8-4.21. The factors and weight attributed to each factor are as follows:

No.	DESCRIPTION	WEIGHT
1	General Qualifications and References	10%
2	Key Staff	10%
3	Project Understanding	30%
4	Project Approach and Work Plan	35%
5	Cost Proposal	15%
Total		100%

PROJECT SCOPE AND SPECIFICATIONS

SCOPE OF WORK

The scope of services to be provided under this RFP includes, but is not limited to, the following:

1. Meeting with the City Manager and the Human Resources Manager to obtain information regarding the expectations, challenges, requirements, and responsibilities of the position.
2. Meeting with key personnel to obtain information about the City, including demographics, budget, and organization structure.
3. Development of a position profile and advertising brochure.
4. An aggressive, direct networking campaign for top talent that may include national, regional, and in-state and local elements as determined during the initial meetings with the City.
5. Advertisements are to be placed in select appropriate professional publications, on internet bulletin boards, and social media platforms.
6. Thorough screening of applicants, including face to face or videoconferences of viable candidates.
7. Creation of a list of finalists.
8. Meeting with the City Manager and the Human Resources Manager with final recommendations and assistance with the selection process and interview panels, including attending one round of interviews with the finalist candidates.

The consultant or the City may propose additional tasks as deemed necessary to complete the assignments. Any additional work shall be compensated as agreed upon in the consultant's contract with the City.

The specific services required will be further defined in the contract, if applicable.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF OJAI

and

[Name of Contractor]

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF OJAI AND**

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

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

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

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

in narrative form, the work completed during the preceding month and the work anticipated to be performed in the next billing cycle; and the memorandum shall also include a list of all issues, concerns and delays and the Consultant's method of addressing said concerns. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

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

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Administrator but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract

Administrator in writing of the causes of the delay. The Contract Administrator shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Administrator such delay is justified. The Contract Administrator's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall begin on the Effective Date and continue in full force and effect until completion of the services but not exceeding one (1) year from the Effective Date, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

(e) Child/Youth Protection Insurance. Child/Youth Protection Insurance providing specific coverage for claims related to child abuse, youth protection, and molestation, with a minimum limit of \$1,000,000 per occurrence. This coverage shall include protection against allegations of abuse occurring during or arising as a result of Consultant's performance of services under this Agreement.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

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

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

5.2 General Insurance Requirements.

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

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

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

Consultant's Authorized Initials _____

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF OJAI, a municipal corporation

Ben Harvey, City Manager

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Bethany A. Burgess, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF VENTURA

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED	
	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF VENTURA

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services:**

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A.**
 - B.**
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A.** _____
 - B.** _____

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

(new text shown in ***bold italics***, deleted text in ~~strike through~~)

1. Notwithstanding anything else set forth in the Agreement, Consultant shall not be required to supply Child/Youth Protection Insurance (as described in subsection 5.1(e)).

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:**

	RATE	SUB-BUDGET
Task A	_____	\$ _____
Task B	_____	\$ _____

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Administrator, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$ _____, as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the following schedule:**

- II. The Contract Administrator may approve extensions for performance of the Services in accordance with Section 3.2.**