



Conejo Recreation & Park District

GENERAL MANAGER
Jim Friedl

BOARD OF DIRECTORS
Doug Nickles, Chair
Nellie Cusworth, Vice Chair
George M. Lange, Director
Susan L. Holt, Director
Chuck Huffer, Director

DATE: June 17, 2021

TO: Board of Directors

FROM: Jim Friedl, General Manager

GENERAL MANAGER EMERITUS
Tex Ward

SUBJECT: Amendment #2 to April 19, 2007 Memorandum of Understanding with American Youth Soccer Organization Region 9; Grant and Loan Agreement with American Youth Soccer Organization Region 9 for a Public Picnic Shade Structure Improvement at Conejo Creek South

RECOMMENDATION

Authorize General Manager to enter into Amendment #2 to April 19, 2007 Memorandum of Understanding with American Youth Soccer Organization Region 9 in substantial compliance with the attached; Grant and Loan Agreement with American Youth Soccer Organization Region 9 for a Public Picnic Shade Structure Improvement at Conejo Creek South.

DISCUSSION

On June 3, 2021, due to an anticipated change in the recommended agreement, the Board deferred this item to a future Board meeting.

As part of the Capital Improvement Grant fund process, AYSO Region 9 submitted an application (subsequently revised) to enhance Conejo Creek South with a public picnic shade structure estimated to cost \$236,000.

As per the proposed Amendment #2, staff recommends:

- Providing the maximum \$50,000 Capital Improvement Grant amount
- An additional \$30,000 grant as the improvement will provide a great public benefit to users outside of AYSO Region 9 (e.g., other permitted groups, Conejo Valley Days, Oakheart Country Music Festival).
- Providing an interest free loan (estimated to be \$76,000) payable over ten years to AYSO Region 9.

Amendment #2 and all terms and conditions of Amendment #2, will terminate by July 1, 2022, if no services have been rendered.

ADMINISTRATIVE OFFICES

403 West Hillcrest Drive, Thousand Oaks, CA 91360-4223
805-495-6471 | Fax: 805-497-3199 | parks@crpd.org | www.crpd.org

With the successful satisfaction by AYSO 9 of the terms and conditions of Amendment #2, AYSO 9 shall have an option to renew said MOU for an additional ten (10) year period expiring April 1, 2043. Said option will be exercised automatically, with or without notice unless, no later than October 1, 2032, AYSO 9 gives written notice of intent not to exercise said option.

All other terms and conditions of the April 19, 2007 MOU apply. The original MOU and Amendment #1 can be found at www.crpd.org/ayso9mou.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Element Objective and Strategy 2.0: Our objective is to provide and maintain recreational facilities that meet the needs of the community. Our strategy is to effectively plan and allocate resources to implement the District's Master Plan.

Meets 2021 Strategic Plan Goal 2.3: Maintain the 10-Year Capital Improvement Plan. Regularly update the 10-year Capital Improvement Plan to prioritize projects and effectively plan and allocate future resources. As capital funding allows, execute, implement, and develop projects each year in accordance with the plan. This Plan should include funds for accessibility improvements associated with park improvements. Update plan every two years as part of the Capital Budget process.

Meets 2021 Strategic Plan Goal 2.5: Maintain a capital improvement fund. Provide incentives for groups to improve District facilities through a grant funding application program for District approved projects.

Meets 2021 Strategic Plan Goal 4.6: Build, maintain, and support relationships with local organizations engaged in activities consistent with the District's mission. Look for collaborative opportunities to expand services and fill unmet needs.

Respectfully submitted by,



T. P. Hare, Administrator
Parks & Planning

AMENDMENT #2
Memorandum of Understanding
Between the
Conejo Recreation and Park District
and
American Youth Soccer Organization (Region 9)

This Amendment #2 to the April 19, 2007 Memorandum of Understanding (MOU), made and entered into this 17th day of June, 2021, by and between Conejo Recreation and Park District (“CRPD”) and American Youth Soccer Organization Region 9 (“AYSO 9”). The purpose of this Amendment #2 is for CRPD to both grant and loan funds to AYSO 9 to add a public picnic shade structure adjacent to the snack shack and community room at the Conejo Creek South Park.

1. **CONSIDERATION.** In order for AYSO 9 to have sufficient funds for the public picnic shade structure, CRPD will provide a combination of a grant and loan as follows:
 - A. As consideration, AYSO 9 will cause improvements (SERVICES) (see scope of services, attached) estimated to cost \$236,000. Both AYSO 9 and CRPD understand that additional costs may be necessary for the full completion of the SERVICES. As additional consideration, AYSO 9 and CRPD agree to abide by the terms and conditions contained in this Amendment #2.
 - B. As additional consideration, CRPD agrees to grant \$80,000 to AYSO 9 (“GRANT”) from the Capital Improvements Grant Program. Payment is subject to AYSO 9’s completion and submittal to CRPD, and CRPD’s subsequent approval, of plans, permits, and other documents required by this Amendment #2.
 - C. As additional consideration, AYSO 9 will provide and be solely responsible for any and all funding (PROJECT BALANCE) for the SERVICES over and above the amount of the GRANT.
 - D. As additional consideration, AYSO 9 will initially provide \$80,000 of its own funds towards the PROJECT BALANCE. CRPD will provide a loan (estimated to be \$76,000) to AYSO 9 in the amount necessary to complete the project.
 - E. As additional consideration, AYSO 9 shall remain a not-for-profit program for youth soccer players using volunteer referees, coaches and administrators based on the principles of Open Registration, Everyone Plays, Balanced Teams Good Sportsmanship and Positive Coaching and continue to serve the youth of the community.

2. PAYMENT OF FUNDS

- A. *Completed SERVICES up to \$160,000:* AYSO 9 shall submit evidence of completion of or portions of the SERVICES to CRPD; CRPD shall pay AYSO 9 one half (1/2) of the amount requested for each portion requested, the total amount not to exceed \$80,000.
- B. *Completed SERVICES over \$160,000:* AYSO 9 shall submit evidence of completion of or portions of the SERVICES to CRPD; CRPD shall pay AYSO 9 the full amount requested for each portion requested. Upon completion of the SERVICES, the full amount requested will become the loan amount ("LOAN AMOUNT") (estimated to be \$76,000) from CRPD to AYSO 9 and shall be agreed to in writing between AYSO 9 and the CRPD.
- C. AYSO 9 shall pay CRPD the interest free LOAN AMOUNT in 10 equal installments due no later than April 1 of each year; the first installment is due by April 1, 2022.

- 3. **USE OF GRANT.** AYSO 9's use of the GRANT and LOAN AMOUNT are subject to the express terms and conditions of this Amendment #2.
- 4. **PERMITS AND LICENSES.** AYSO 9, or its designee, at its sole expense, will obtain and maintain during the term of this Amendment #2, all appropriate permits and licenses, and certificates that may be required in connection with the performance of SERVICES under this Amendment #2.
- 5. **PROJECT COORDINATION AND SUPERVISION.** CRPD's Parks and Planning Division will monitor the progress and execution of this Amendment #2. CRPD will designate a representative to provide supervision and have the overall responsibility for the progress and execution of this Amendment #2.
- 6. **TERMINATION.** This Amendment #2 and all terms and conditions of this Amendment #2, will terminate by July 1, 2022 if no SERVICES have been rendered.
- 7. **TERM OF MOU.** The initial term of the April 19, 2007 MOU was extended by Amendment #1 to April 1, 2023; and in accordance with Amendment #1 AYSO 9 is provided an option to renew said MOU for an additional ten (10) year period expiring April 1, 2033. Said option will be exercised automatically, with or without notice unless, no later than October 1, 2022, AYSO gives written notice of intent not to exercise said option.

By this Amendment #2, with the successful satisfaction by AYSO 9 of the terms and conditions of this Amendment #2, AYSO 9 shall have an option to renew said MOU for an additional ten (10) year period expiring April 1, 2043. Said option will be exercised automatically, with or without notice unless, no later than October 1, 2032, AYSO 9 gives written notice of intent not to exercise said option.

8. **USE OF THE IMPROVEMENT.** The improvement shall become property of CRPD upon completion. CRPD shall allow AYSO 9 use of improvements (without additional charge) when the Conejo Creek South Soccer Fields are permitted to AYSO 9. AYSO 9 and CRPD shall both be responsible for maintaining the improvement to industry standards to ensure safe operations. AYSO 9 and CRPD shall meet and confer on an as needed basis to discuss these responsibilities.
9. **HOLD HARMLESS.** AYSO 9 will hold CRPD, and its elected officials, employees, volunteers, and agents, harmless and free from any and all liability arising out of the performance by AYSO 9 of its obligations under this Amendment #2. Should CRPD, or its elected officials, employees, volunteers, or agents, be named in any suit, or should any claim be against it, or any of its elected officials, employees, volunteers, or agents, by suit or otherwise, whether the same be groundless or not, arising out of the performance of AYSO 9 of its obligations of this Amendment #2, AYSO 9 will defend CRPD (with counsel satisfactory to CRPD), and its elected officials, employees, volunteers, and agents, and will indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.
10. **ASSIGNABILITY.** AYSO 9 will not assign this Amendment #2 without CRPD's prior written approval.
11. **INDEPENDENT CONTRACTOR.** AYSO 9 or its designee will act as an independent contractor and will have control of all work and the manner in which it is performed. Any provision in this Amendment #2 that may appear to give CRPD the right to direct AYSO 9 as to the details of doing the work or to exercise a measure of control over the work means that AYSO 9 will follow the direction of CRPD as to end results of the work only.
12. **COMPLIANCE WITH LAW.** AYSO 9 agrees to comply with all laws, regulations, and requirements of all Municipal, State and Federal authorities now in force, or which may subsequently be in force, pertaining to this Amendment #2 and will faithfully observe while performing this Amendment #2, all such laws, regulations, and requirements now in force or which may subsequently be in force. The judgment of any court of competent jurisdiction, or the admission of AYSO 9 in any action or proceeding against AYSO 9, whether CRPD be a party thereto or not, that AYSO 9 has violated any such ordinance or statute in performance of this Amendment #2 will be conclusive of that fact as between CRPD and AYSO 9.
13. **NON-DISCRIMINATION.** AYSO 9 agrees that in the performance of the Amendment #2 and in the provision of any service or services funded in whole or in part by the grant made by CRPD to AYSO 9 pursuant to this Amendment #2, AYSO 9 will not unlawfully discriminate against any other person on the grounds of sex, race, creed, color, national origin, religion, age, marital status, or disability.
14. **WAIVER.** In no event will any payment by CRPD or any acceptance of payment by AYSO 9 hereunder constitute or be construed as a waiver by CRPD or AYSO 9 of any

breach of covenants or conditions of this Amendment #2 or any default which may then exist on the part of CRPD or AYSO 9, and the making of any such payment while any such breach or default will exist will in no way impair or prejudice any right or remedy available to CRPD or AYSO 9 with respect to such breach or default.

15. **INTERPRETATION.** This Amendment #2 was drafted in, and will be construed in accordance with the laws of, the State of California and exclusive venue for any action involving this Amendment #2 will be in Ventura County.
16. **ENTIRE AMENDMENT #2.** This Amendment #2 sets forth the entire understanding of the parties. There are not other understandings, terms or other agreements expressed or implied, oral or written. This Amendment #2 will bind and inure to the benefit of the parties to this Amendment #2 and any subsequent successors and assigns.
17. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Amendment #2 and to engage in the actions described herein. This Amendment #2 may be modified by written amendment signed by both Parties. CRPD's General Manager may execute any such amendment on behalf of CRPD. AYSO 9's Commissioners or designee may execute any such amendment on behalf of AYSO 9.
18. **SEVERABILITY.** If any portion of this Amendment #2 is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Amendment #2 will continue in full force and effect.

AMERICAN YOUTH SOCCER
ORGANIZATION REGION 9

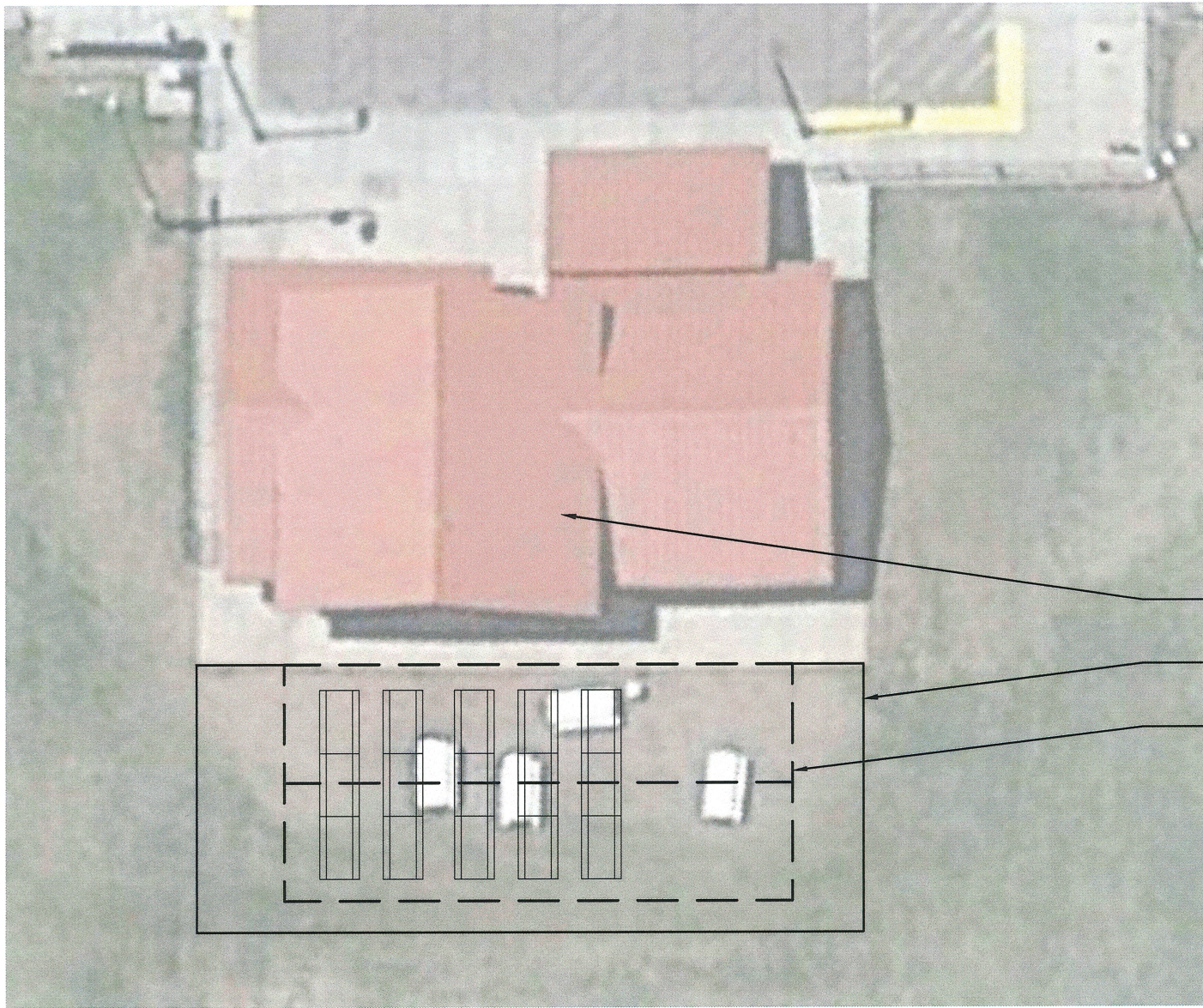
CONEJO RECREATION AND PARK
CRPD

Kathryn Moore
Regional Co-Commissioner

Jim Friedl
General Manager

AMERICAN YOUTH SOCCER
ORGANIZATION REGION 9

Brendon Moore
Regional Co-Commissioner



EXISTING BUILDING

PROPOSED 34'X84' CONCRETE PAD

PROPOSED 30'X64' STRUCTURE

* 8' LONG TABLE SHOWN



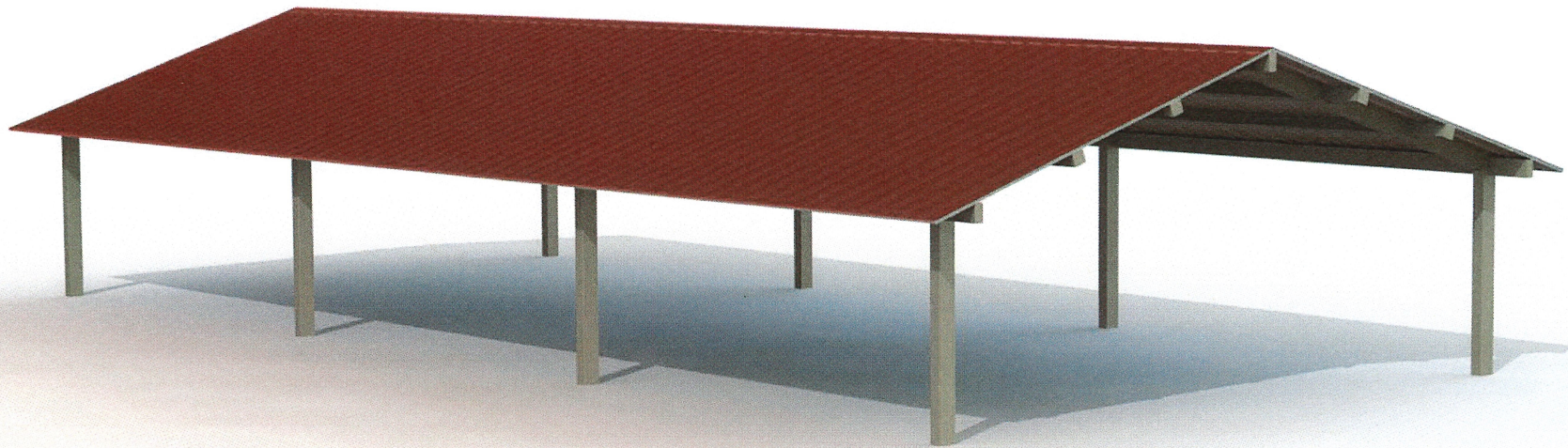
NORTH

SCALE: 1"=20'



STRUCTURE LAYOUT CONEJO CREEK SOUTH 2021 0617

poligon[®]



FRAME COLOR: SURREY BEIGE
ROOF COLOR: COLONIAL RED
COLORS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FOR OTHER
COLOR SELECTIONS, PLEASE SUBMIT AN E1 DRAWING REQUEST.

REK 30x64

PORTERcorp™

FRAME AND PANEL BUILDINGS

4240 N 136th Ave

Holland, MI 49424

Phone # 800-264-7225

E-mail sales@miracleplayground.com

Fax # 877-215-3869

Web Site www.poligon.com

Estimate

Date	Estimate #
6/3/2021	4894

Name / Address
Conejo Rec & Park District

-Purchase orders to be made out to PORTERcorp.
 -Purchase orders to be emailed/ mailed/faxed to
 9106 Pulsar Ct #C, Corona Ca 92883 or
 -877-215-3869, sales@miracleplayground.com
 -Remittance Address: 4240 N 136th Ave Holland
 MI 49424

Project	Terms	Rep	FOB
Conejo Creek So Park	Net 30	Brett	factory

Item	Description	Qty	Rate	Total
Poligon	Poligon Steel Shelter REK30x64MR -Gable Roof Steel Shelter 30' x 64' -Multi Rib metal roofing -Electrical access and cutouts -Gutters and downspouts 2 long sides -Poli5000 powdercoated frame -anchor bolts	1	79,142.30	79,142.30T
Engineering	Wet Stamped Engineering including footings	1	500.00	500.00T
Freight	Commercial Freight	1	6,650.00	6,650.00

This quote is valid for 60 days.

Subtotal

Sales Tax (9.5%)

Total

QUALIFICATIONS:

- Changes made to the drawings referenced, will be reviewed and may affect pricing.
- Assumes standard Poligon colors from current color chart.
- A checklist of all documents required to place materials into production will be provided by local sales rep when PO is received. ALL items on the checklist must be provided prior to releasing materials for fabrication.

TERMS OF PAYMENT:

- Non-municipal customers, orders require 25% deposit prior to schedule of fabrication.
- All Purchase orders must be made out to PorterCorp and sent through local sales rep
- Payment agreement terms TBD once PO in placed
- New non-municipal customers need to complete a credit app and initial Poligon terms and conditions document
- Prices are valid for 30 days

Signature _____

PORTERcorp™

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 MI 49424

Project	Terms	Rep	FOB
Conejo Creek So Park	Net 30	Brett	factory

Item	Description	Qty	Rate	Total
MR Roof Exclu...	EXCLUSIONS: storage, fees & permits. NOTE: Wind loads are 95 mph and snow loads are 5 lb unless otherwise noted above. NOTE: if anchor bolts are listed above, we will need to know PRIOR to ordering if the anchor bolts will need Mill Certifications.		0.00	0.00

This quote is valid for 60 days.

Subtotal \$86,292.30

QUALIFICATIONS:

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- Prices are valid for 30 days

Sales Tax (9.5%) \$7,566.02

Total \$93,858.32

Signature _____



14838 BLEDSOE STREET • SYLMAR, CA 91342 PHONE: (818) 838-6040 • FAX: (818) 838-6171
CONTRACTOR'S LICENSE #1005940 CLASS A-C8-C27 • DIR #1000033438

PROPOSAL Revised

June 8, 2021

SUBMITTED TO:

AYSO Region 9

ATTN:

Tom Skaff

805.427.5651

skaffhelping.other@gmail.com

PROJECT:

**SHADE STRUCTURE INSTALLATION AT THE CONEJO CREEK SOUTH PARK
(AYSO Region 9)**

“This is a prevailing wage project”

We hereby propose to furnish All Material, Labor, Equipment and Transportation necessary for the Miscellaneous Work at the above project in accordance with our field discussion; which includes:

- Clear and grub an area of approximately 5,136 square feet of existing turf area
- Excavate and re-compact subgrade in preparation for the concrete slab
- Install 6" of compacted road base
- Construct a 34'X84' Concrete slab 6" thick with thickened edge, #4 rebar @ 12" oc/ew. (concrete pump is required)
- Install a 30'X64' "Poligon" shade structure supplied by the owner
- Fine grade around new slab and install new sod where disturbed (approx. 2,280 SF)
- Modify existing irrigation system to accommodate new layout
- Install approx. 80' of 1-1/4" electrical conduit with pull rope for future use and adjust existing pull box to new elevation

FOR THE SUM OF: \$ 116,500.00

EXCLUSIONS: Utility adjustment/relocation, surveying, permit and fees, painting, site furnishings, maintenance, temporary fence and export/import.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident, or delays beyond our control.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

ACCEPTED:

Signature: _____

Date: _____ Title: _____