

**OPERATING AGREEMENT BETWEEN THE CITY OF THOUSAND OAKS  
AND THE CONEJO RECREATION AND PARK DISTRICT  
FOR THE GOEBEL ADULT COMMUNITY CENTER  
AND THE ALEX FIORE THOUSAND OAKS TEEN CENTER**

This Agreement entered: this 25th day of June 2019, by and between the City of Thousand Oaks, a municipal corporation herein referred to as "City," and the Conejo Recreation and Park District, a California special district, herein referred to as " District."

WHEREAS, there has been a long history of cooperative relationships between the two agencies involving, but not limited to, the purchase and development of park properties for the benefit of the entire community; and

WHEREAS, District owns land on the north side of Janss Road and east of the Thousand Oaks (23) Freeway on the Conejo Creek Park property (here referred to as "District property"), including 1375 and 1385 East Janss Road, which has been leased to City; and

WHEREAS, CITY constructed and owns the following improvements (herein referred to as the "facilities") on leased District property:

- A 14,000 square foot facility located at 1375 East Janss Road (known as the Alex Fiore Thousand Oaks Teen Center);
- A 21,000 square foot facility located at 1385 East Janss Road (Goebel Adult Community Center);
- Three parking lots which serve the facilities, and

WHEREAS, District is a recreation and park district which provides recreation and park services on a community-wide basis and which boundaries include the City of Thousand Oaks; and District has developed expertise, professional knowledge, competence and staff capability in the business of park and recreation services; and

WHEREAS, in furtherance of the cooperative relationship between the parties, District operates the Alex Fiore Thousand Oaks Teen Center in the City owned facility at 1375 East Janss Road; and

WHEREAS, in furtherance of the cooperative relationship between the parties, District operates Goebel Adult Community Center in the City owned facility at 1385 East Janss Road; and

WHEREAS, the Goebel Adult Community Center enhances the leisure time capabilities of the senior adult populous of the Conejo Valley and the Alex Fiore Thousand Oaks Teen Center provides a place for teens to recreate; and

WHEREAS, City and District are desirous of updating, clarifying and extending the cooperative relationship for the operation and maintenance of the Goebel Adult

Community Center and the Alex Fiore Thousand Oaks Teen Center, whereby District undertakes to perform all recreational services connected therewith, and City assumes other responsibilities; and

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

### **1. BASIC AGREEMENT**

City agrees to provide District with non-exclusive use of the facilities for the operation of the Goebel Adult Community Center and the Alex Fiore Thousand Oaks Teen Center. City agrees to maintain the facilities and provide additional support for the operation of the facilities as set forth in this Agreement.

District agrees to use the facilities for the operation of the Goebel Adult Community Center and the Alex Fiore Thousand Oaks Teen Center.

### **2. TERM**

Upon the commencement of the term of this Agreement, any prior agreement between the parties on the subjects covered in this Agreement shall be terminated and of no further force or effect.

The term of this Agreement shall be for a period of 20 years, which term shall commence upon the date of this Agreement. However, notwithstanding any other provision of this Agreement, either party may cancel and terminate this Agreement, with or without cause, and shall have no further obligations hereunder, by giving a written notice of said termination to the other party at least Three hundred sixty-five (365) days prior to said termination.

### **3. ACTIVITIES OF DISTRICT**

As part of District use of the Goebel Adult Community Center, District shall organize, manage, and conduct recreation programs and related services designed for adults over 18 and primarily for citizens ages 50 years and older. District shall supply the expertise, professional knowledge and competence, and staff for the operation of said recreational programs and services at the Goebel Adult Community Center. District shall act as the coordinating agency for all activities and organizations operating within the center and all scheduling of activities within the center.

As part of District use of the Alex Fiore Thousand Oaks Teen Center, District shall organize, manage and conduct recreation programs and related services designed primarily for residents who are 7<sup>th</sup> grade to 12<sup>th</sup> grade teens. District shall supply the expertise, professional knowledge and competence, and staff for the operation of said recreational programs and services at the Alex Fiore Thousand Oaks Teen Center. District shall act as the coordinating agency for all activities and organizations operating within the center and all scheduling of activities within the center.

The parties hereto understand and agree that the use of the facilities by District shall be non-exclusive and that City and District have the right to use said facilities for other than recreational and public purposes as an accessory use. City shall schedule all their uses through District. The parties agree to use every reasonable effort to coordinate said facilities use and to avoid conflict in the scheduling thereof.

District agrees to present an annual report to the City Council of City on the activities of the District at the Goebel Adult Community Center and Alex Fiore Thousand Oaks Teen Center.

#### **4. UTILITIES**

City shall pay for domestic and irrigation water.

District shall provide, at its expense, utility services which may be used in connection with its recreational programs including:

- A. Electricity
- B. Natural Gas
- C. Internet/cable TV
- D. Phone
- E. Sewer
- F. Solid waste collection

#### **5. CITY MAINTENANCE**

A. City shall provide for and maintain at its expense the facilities, as follows:

- i. Maintain, repair or replace, as needed, the physical structure, mechanical, electrical, and plumbing systems per industry standards and code requirements. Such physical structure maintenance shall include:
  - a. Roof: control and eliminate water intrusion;
  - b. Mechanical system: provide air-circulation, heating, cooling, ventilation and building automation system (BAS);
  - c. Plumbing: provide water supply and sewer system including clearing lines requiring more than just a plunger;
  - d. Electrical: provide electrical infrastructure from panel to outlets, lighting, equipment output;
  - e. Fire Protection System: provide alarm and wet-pipe sprinkler system;
  - f. Light fixtures: Maintain or replace to provide working fixtures and upgrade to energy efficient fixtures as funding allows, and replace bulbs/lamps in all hardwired light fixtures;
  - g. All other components connected and integral to the building structure including, but not limited to walls, structural components, doors, windows, existing built-in cabinets, and door hardware including locks;



- v. Security System: intrusion (burglar) alarm service and monitoring
- vi. Environmental Health Permits
- vii. Appliances: kitchen equipment (refrigerators/dishwasher/stove/oven)
- viii. Flags
- ix. Furnishings: tables/chairs/desks/file cabinets/interior and exterior lounge furniture/interior trash receptacles
- x. Digital Equipment:
  - a. Computers/monitors/desk-top printers/scanners
  - b. Copier supplies.

## **6. FURNISHING AND EQUIPMENT**

District shall provide and maintain at its expense all interior furnishings and equipment at the Alex Fiore Teen Center and the Goebel Adult Community Center. City shall have no responsibility for the repair or upkeep of all interior furnishings and equipment.

## **7. ADDITIONAL CITY SUPPORT**

City agrees to provide additional financial support to District for the operation of the Goebel Adult Community Center and the Alex Fiore Thousand Oaks Teen Center by reimbursing District for the cost of certain Operations and Maintenance responsibilities. Such reimbursement of expenses shall not exceed an annual amount agreed upon by the parties and approved by the City Council in the City Operating Budget adoption process. Prior to the City Council consideration of the budget, the parties shall meet no later than January 1 of every odd year to review the budget, actual expenditures, planned changes in operations and budget priorities. The General Manager of District and City Manager of City are delegated authority to agree to the annual maximum reimbursement of expenses amount.

On a regular basis, no more frequently than once a month, District shall submit a request for reimbursement with appropriate supporting documentation to City Finance Department. City shall notify District within fourteen (14) days of receiving the request of any items that require additional justification or are not appropriate for reimbursement. The parties shall meet and confer in good faith to resolve any disagreement on any item submitted for reimbursement. City shall reimburse District for any non-disputed items within thirty (30) days of receiving the request.

## **8. RELATIONSHIP OF PARTIES**

The District's relationship to the City shall be one of independent contractor to City and that in no event shall this Agreement be construed as creating any other relationship,

including that of joint venturer, employer-employee, principal agent, or any other relationship not herein designated.

#### **9. NO GRANT OF TITLE**

Nothing herein contained shall be construed to grant or to imply that any grant or conveyance has been made to District of any title or interest in and to said Goebel Adult Community Center improvements, Alex Fiore Thousand Oaks Teen Center improvements, or of the City's interest under its lease of the land on which the same are located.

#### **10. MUTUAL INDEMNITY AND HOLD HARMLESS**

Neither City nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by District under or in connection with any activity delegated to District under this Agreement. The District shall fully indemnify and hold City harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of anything done or omitted to be done by District pursuant to this Agreement.

Neither District nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any activity delegated to City pursuant to this agreement. The City shall fully indemnify and hold District harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of anything done or omitted to be done by City under or in connection with any activity delegated to City pursuant to this Agreement.

#### **11. AMENDMENTS**

Except as otherwise provided herein, no alteration, variation, or amendment of the terms of this Agreement is valid unless made in writing and signed by the parties, and no oral understanding or agreements not incorporated, and no alterations or variations of the terms, unless made in writing between the parties, is binding on either of the parties hereto.

#### **12. NO ASSIGNMENT**

There shall be no assignment of this Agreement or subleasing by the District, except upon the City's written consent, which shall not be unreasonably withheld.

#### **13. DEFAULT OR BREACH**

Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within thirty (30) days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30)

days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach.

#### **14. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### **15. MANNER OF GIVING NOTICE**

Notices given pursuant to the provisions of this Agreement or necessary to carry out its provision shall be in writing and delivered personally to the person to whom the notice is to be given or mailed postage prepaid addressed to such person. The addresses for this purpose shall be as follows:

All notices required under this Agreement including change of address shall be in writing.:

A. All notices to District shall be given or mailed to:

General Manager  
Conejo Recreation and Park District  
403 West Hillcrest Drive  
Thousand Oaks CA 91360

B. All notices to City shall be given or mailed to:

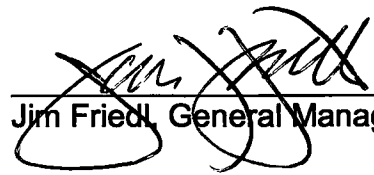
City Manager  
City of Thousand Oaks  
2100 Thousand Oaks Boulevard  
Thousand Oaks CA 91362

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date above designated by the proper officers of each who are duly authorized to execute this instrument.

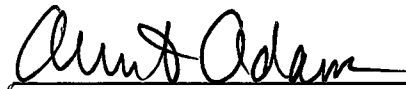
**CONEJO RECREATION AND PARK DISTRICT**

  
\_\_\_\_\_  
Chuck Huffer, Chair

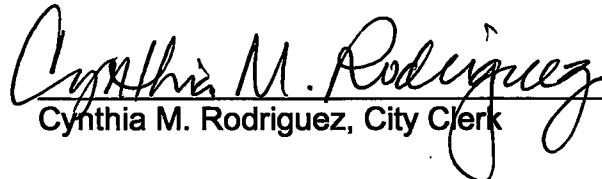
ATTEST:

  
\_\_\_\_\_  
Jim Friedl, General Manager

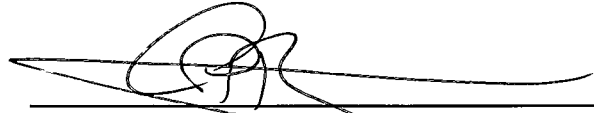
**CITY OF THOUSAND OAKS**

  
\_\_\_\_\_  
Robert McCoy, Mayor

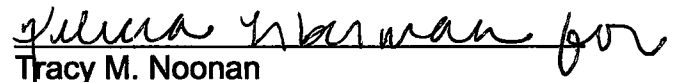
ATTEST:

  
\_\_\_\_\_  
Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

  
\_\_\_\_\_  
Andrew P. Powers  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tracy M. Noonan  
City Attorney