



Conejo Recreation & Park District

GENERAL MANAGER
Jim Friedl

BOARD OF DIRECTORS
Nellie Cusworth, Chair
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DATE: September 3, 2026

TO: Board of Directors

FROM: Jim Friedl, General Manager

SUBJECT: Agreement between the Conejo Valley Unified School District (CVUSD) and Conejo Recreation & Park District (CRPD) for Joint Use of Facilities, First Amendment

RECOMMENDATION

Approve the Updated Amendment between Conejo Recreation & Park District and the Conejo Valley Unified School District regarding the joint use of facilities agreement.

DISCUSSION

In 1988, Conejo Valley Unified School District (CVUSD) and Conejo Recreation and Park District (CRPD) entered into an agreement for the joint use of their respective recreational and educational facilities and established a basis for reciprocal fee waivers for such joint use. The agreement has proven beneficial to the public, and both Parties wish to enter into an updated agreement for these purposes in accordance with the terms and conditions set forth.

For over 38 years, CVUSD and CRPD have shared space to benefit our community while allowing each organization to expand its programming capacity. Staff from both organizations touch base annually in March to discuss any concerns. This year, we discussed that our current agreement expires on June 30, 2026, and that we may mutually agree in writing to extend it for an additional five-year term, and to include our two pool agreements and the use of the performing arts center in the summer. This was approved on April 16, 2026.

Staff from CVUSD approached CRPD this summer to clarify some language in the recitals and the insurance requirements. This First Amendment meets these requests, and CVUSD approved it at their August 12th Board meeting.

STRATEGIC PLAN COMPLIANCE

- 4.1 Enhance relationships with the City and School District
- 5.4 Craft clear and transparent agreements to foster public transparency and understanding

Submitted and Prepared by,

Rochelle Callis,
Administrator,
Recreation and Community Services

ADMINISTRATIVE OFFICES

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First Amendment
AGREEMENT FOR JOINT USE OF FACILITIES

This First Amendment to the Agreement for Joint Use of Facilities (the "First Amendment"), is made and entered into effective as of July 1, 2026, between the *CONEJO RECREATION AND PARK DISTRICT*, a California public recreation and park district ("CRPD"), and the *CONEJO VALLEY UNIFIED SCHOOL DISTRICT*, a California public school district ("CVUSD"). CRPD and CVUSD are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into an Agreement for Joint Use of Facilities on July 1, 2026 for the term ending on June 30, 2031 (the "Original Agreement").

WHEREAS, the Parties hereby agree amendment is necessary to certain Recitals and Terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, Parties hereto agree as follows:

- A.** **RECITALS.** The "Recitals" of the Original Agreement shall be deleted in their entirety and be replaced with the following:

RECITALS

WHEREAS, Government Code Sections 6500, *et seq.* authorize joint powers agreements between two or more public agencies for the exercise of any power common to the contracting parties; and

WHEREAS, Education Code Sections 10900, *et seq.* authorize school districts to grant the use of school buildings and grounds for programs of community recreation; and

WHEREAS, it is in the public interest that the recreational facilities of public agencies be put to the fullest possible use for the benefit of the public; and

WHEREAS, under the Swimming Pool Agreement approved by Oxnard Union High School District on October 14, 1964, there was constructed on the grounds of Thousand Oaks High School, a swimming pool by CRPD; and

WHEREAS, the construction of a pool complex was authorized by Oxnard Union High School District on September 23, 1970 on the grounds of Newbury Park High School by CRPD; and

WHEREAS, CVUSD is the current owner of record of the swimming pool at Thousand Oaks High School -APN 522-0-100-010 and the swimming pool at Newbury Park High School - APN 668-0-020-530 (together the "LEASE PREMISES"); and

WHEREAS, CVUSD and CRPD desire to reaffirm said agreement approved by Oxnard Union High School District on October 14, 1964 and updated on May 24, 1967 to continue their agreement for the maintenance and use of said swimming pool; and

WHEREAS, this Agreement replaces and supersedes any other prior agreements between CVUSD, its predecessor(s), and CRPD regarding the Swimming Pools, irrespective of whether those prior written agreements were written or oral; and

WHEREAS, in approximately 1988 and 2020, the Parties entered into an agreement for the joint use of their respective recreational and educational facilities and to establish a basis for waiver of fees for such joint use, and the Parties desire to enter into an updated agreement for the joint use of any and all of their respective, available, recreational and educational facilities in accordance with the terms and conditions herein;

B. FEE WAIVER – GENERALLY. Section four (4), “Fee Waiver,” subpart (a), “Generally,” of the Original Agreement shall be deleted in its entirety and be replaced with the following:

4. Fee Waiver.

a. **Generally.** In general, each Party shall waive rental, utility and processing fees for use of its facilities by the other Party. This provision is intended to apply to facilities with similar use cost factors, such as classrooms, parks, picnic areas, athletic fields, buildings, pools, performing arts centers, and gymnasiums. **Appendix A** lists the facilities and use requirement(s) for the specific facilities referenced therein.

C. USE PERMITS. Section six (6), “Use Permits,” of the Original Agreement shall be deleted in its entirety and be replaced with the following:

6. **Use Permits.** In order to use CRPD facilities in connection with this Agreement, CVUSD shall complete and file a permit applicable with CRPD, which must be a verified school event or activity and must be approved by the school Principal and a CRPD Recreation Unit Supervisor for the location they want to utilize. In order to use CVUSD facilities in connection with this Agreement, CRPD shall complete and file CVUSD application in the online portal, which must be approved by a representative of CVUSD.

D. INSURANCE. Section twenty (20), “Insurance,” of the Original Agreement shall be deleted in its entirety and be replaced with the following:

20. **Insurance.** The Parties agree that all facility use subject to this Agreement shall be subject to the following insurance requirements, which are set forth herein in order to facilitate and expedite the joint facility use contemplated hereunder.

a. **Insurance Limits.** Prior to commencement of services under this Agreement and throughout the Term, each Party shall, at its sole cost and expense, either self-insure or procure and maintain policies of insurance for the following types of coverage:

i. **Workers’ Compensation Insurance:** As required by State law, on all its employees engaged in work related to the performance of

this Agreement.

ii. **General Liability Insurance:** Not less than the following coverage:

<u>Each Occurrence</u>	<u>Aggregate</u>
\$10,000,000.00	\$10,000,000.00

General liability insurance shall include products/completed operations, broad form property damage to rented premises, bodily injury, and personal and advertisement injury.

iii. **Automobile Liability:** For all owned, hired and non-owned vehicles subject to this Agreement in the following amount:

\$1,000,000.00 combined single limit

iv. **Abuse and Molestation Liability:**

<u>Each Occurrence</u>	<u>Aggregate</u>
\$10,000,000.00	\$10,000,000.00

v. **Employer's Liability:** Not less than the following amount:

\$10,000,000.00 each occurrence and aggregate

vi. **Personal Property Coverage:** In amount sufficient to cover the Party's own personal property.

b. **Additional Insureds.** Each Party's general liability insurance shall name the other Party's governing board, employees, agents and volunteers as additional insureds. All additional provisions shall be evidenced by an endorsement reasonably approved by the other Party.

c. **Certificates of Insurance.** Each Party shall provide certificates of insurance to the other Party as evidence of the insurance coverage required herein.

d. **Rating of Insurer.** All policies shall be from admitted insurers with an A.M. Best rating of at least A-, VII, or better, except that for workers' compensation coverage, the California State Compensation Insurance Fund (State Fund) is acceptable. The Parties expressly agree that self-insurance through a jointpowers authority shall be approved.

e. **Claims Made Policies.** If any of the required policies provide coverage on a "claims made" basis: The Retroactive Date must be shown and must be before the date of the contract or the beginning of the Service. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Service. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date

prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Service.

f. **Cancellation; Non-Renewal.** All insurance policies subject to this Agreement shall provide at least thirty (30) calendar days' advance written notice of cancellation, non-renewal or reduction in coverage to the other Party.

g. **Increases in Insurance.** Due to the potential lengthy term of this Agreement, the Parties expressly agree to periodically review and reasonably modify the insurance requirements set forth herein. The Parties also expressly agree that such review and modification may result in an increase in the amount of minimum insurance limits and/or the types of insurance coverage. Unless otherwise mutually agreed between the Parties, the Parties shall not increase or modify the insurance requirements without at least twelve (12) months' notice, with such revisions to commence at the beginning of the next Additional Term.

h. **Caveat.** The Parties expressly agree that the insurance limits set forth herein shall not in any way whatsoever act to reduce coverage that is broader or that includes higher limits.

E. **Limitation of Liability. Nature of Relationship.** Section twenty-two (22), "Limitation of Liability. Nature or Relationship," of the Original Agreement shall be deleted in its entirety and be replaced with the following:

22. Nature of Relationship. The Parties agree the relationship created by this Agreement is that of independent Parties. In performing all of the Agreement, the Parties shall be, and at all times are, acting and performing as independent Parties, and not as partners, joint venturers, agents, or employees of the other Party, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party or to bind the other Party in any manner. Each Party understands and agrees that the Party, and its respective agents, employees, or subcontractors are not entitled to any benefits normally offered or conveyed to the other Party's respective employees, including coverage under the California Workers' Compensation Insurance laws. Each Party will be responsible for payment of respective employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes.

F. **Notices.** Section thirty-five (35), "Notices," of the Original Agreement shall be deleted in its entirety and be replaced with the following:

35. Notices. Any notice to be given under this Agreement to either Party shall be in writing and shall be given by personal delivery (including express or courier service); by registered or certified mail, with return receipt requested, postage prepaid and addressed to the respective Party at the address designated below; or by email:

“CRPD”

Conejo Recreation and Park District
403 W. Hillcrest Drive
Thousand Oaks, California 91360
Attention: General Manager
Email: jfriedl@crpd.org

“CVUSD”

Conejo Valley Unified School District
750 Mitchell Road
Newbury Park, CA 91320
Attention: Deputy Superintendent of Business Services
Email: vhayek@conejousd.org

- G.** **No Further Modification.** Except as set forth in this First Amendment, all terms and provisions of the Original Agreement shall remain unmodified and in full force and effect.
- H.** **Counterparts.** This First Amendment may be executed in multiple counterparts, all of which taken together shall constitute a single agreement between the Parties. Executed counterparts of this First Amendment may be delivered by PDF, e-mail and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates below, agreeing the effective date written above is to govern this First Amendment and Original Agreement.

CONEJO RECREATION AND PARK
DISTRICT, a California public
recreation and park district

By:

Jim Friedl
General Manager

Date

CONEJO VALLEY UNIFIED SCHOOL
DISTRICT, a California public school
district



Dr. Victor P. Hayek
Deputy Superintendent

8/13/2026

Date