

## AGREEMENT FOR JOINT USE OF FACILITIES

*THIS AGREEMENT FOR JOINT USE OF FACILITIES* (this “Agreement”) is made and entered into as of this 1<sup>st</sup> day of July, 2026 (the “Effective Date”) by and 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.”

### 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, 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 these purposes in accordance with the terms and conditions herein;

*NOW, THEREFORE*, in consideration of the foregoing recitals, the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Purpose.** The Parties share mutual interests in fostering the learning and development of young people and in providing opportunities for people of all ages and abilities to participate in recreational activities. To advance these common interests, each Party aims to permit use of its respective facilities and grounds by the other agency at no charge, except as otherwise provided herein, and to establish policies and procedures for such joint use of facilities.

2. **Term; Termination.** This Agreement shall become operative on the Effective Date and shall continue until June 30, 2031 (the “**Initial Term**”). After the Initial Term, the Parties may mutually agree in writing to extend this Agreement for additional three (3)-year terms ending on June 30 of the applicable year (each an “**Additional Term**”). The Initial Term and any and all Additional Terms are collectively referred to herein as the “**Term**.” Notwithstanding the foregoing, either Party may terminate this Agreement upon sixty (60) calendar days’ written notice to the other Party.

3. **Annual Meeting.** The Parties expressly acknowledge that circumstances, such

as program priorities, facility needs and budgets, often change for both agencies. Accordingly, the Parties shall meet on at least an annual basis, preferably sometime between January 1 and March 31, to review this Agreement and discuss any and all other relevant matters, including, but not limited to, scheduling concerns, operating procedures and financial issues. The Parties shall document any mutually-agreed-upon revisions to this Agreement by written amendment in accordance with paragraph 32.

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).

b. **CVUSD Facility Exclusions.** The fee waiver in paragraph 4(a) shall not apply to “designated specialized CVUSD facilities,” which shall be defined as CVUSD facilities with significant utility and/or operating costs. “Designated specialized CVUSD facilities” include for example, but are not limited to tennis facilities, stadiums and field lights. Additionally, a classroom shall be a “designated specialized CVUSD facility” when use of the classroom would necessitate activating the entire building’s HVAC system at a time when no other school activities are planned. The Parties shall enter into separate agreements for CRPD use of any and all designated specialized CVUSD facilities.

c. **CRPD Facility Exclusions.** The fee waiver in paragraph 4(a) shall not apply to “designated specialized CRPD facilities,” which shall be defined as CRPD facilities with significant utility and/or operating costs. “Designated specialized CRPD facilities” include, but are not limited to, CLU community pool, Hillcrest Center for the Arts theater & box office, McCrea Ranch, tennis facilities, racquetball and handball courts and field lights. The Parties shall enter into separate agreements for CVUSD use of any and all designated specialized CRPD facilities.

d. **Facilities with separate agreements.** Beyer Park, La Canada Park, Lynn Oaks Park, Waverly Park, Sycamore Canyon Gym.

5. **Billed Time.** Notwithstanding the generality of paragraph 4(a) above, each Party shall have the right to charge the other Party the published or an agreed upon reasonable rate for any one or more the following: non-scheduled hours, overtime for custodial or overtime for other personnel. When the user Party applies for use of a facility, the owner Party shall inform the user Party of any additional personnel charges.

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 are wanting 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.

7. **Summer Use.** Notwithstanding paragraphs 4 and 6 above, CVUSD's administration shall review any request for use of CVUSD facilities by CRPD during the summer to confirm availability and determine any possible additional charges.

8. **Increase in Use.** Each Party agrees that it shall not significantly increase its use of the other Party's facilities subject to this Agreement. For the purpose of this paragraph 8, "significantly increase" is defined as an increase in excess of 5% over the average usage during the previous two school years.

9. **Scheduling.** The CRPD General Manager and the CVUSD Superintendent may designate the responsibility for establishing schedules for facilities use to the CRPD Administrator of Recreation and Community Services and the CVUSD Civic Center Coordinator, respectively.

10. **Existing Rules and Regulations.** The use of facilities and equipment pursuant to this Agreement shall be subject to each Party's respective laws, policies, rules and regulations governing use of public property, including, but not limited to, CVUSD's then-current Civic Center Rules and Regulations, which are available on CVUSD's website ([www.conejousd.org](http://www.conejousd.org)) and incorporated herein by reference. To the extent that there is a conflict between this Agreement and a Party's rules and regulations, this Agreement shall control. The Parties expressly acknowledge and agree to those laws, policies, rules and regulations prohibiting weapons, gambling, tobacco use, drug use and being under the influence of drugs on public property. The Parties further expressly acknowledge and agree that the use of alcohol is prohibited on public school district property and restricted/regulated on public recreation property.

11. **Personnel.** The Party using facilities or equipment owned by the other Party pursuant to this Agreement shall furnish qualified personnel deemed necessary by the respective owner for the proper conduct and supervision of the activity. It is CVUSD's intention that a CVUSD representative, such as a coach or teacher, will remain on site for the full length of each use by CVUSD of CRPD's facilities. Likewise, CRPD shall designate the responsible CRPD individual to remain on site during full length of each use by CRPD of CVUSD facilities. Each Party's personnel shall at all times be under that Party's exclusive direction and control, and neither Party shall at any time be liable for the acts or omissions of the other Party's personnel.

12. **Fingerprinting.** As applicable, CRPD shall comply with the provisions of Education Code Section 45125.1 regarding the submission of contractor and employee fingerprints to the State Department of Justice and the completion of criminal background investigations of its contractors and employees. CRPD shall not permit any of its contractors and employees to have contact with CVUSD students until such time as CRPD has certified in writing to CVUSD that such contractor and/or employee has not been convicted of a felony and does not have a pending criminal proceeding for a felony, as defined in Education Code

Section 45122.1. If CRPD becomes aware that any person contracted or employed by CRPD in connection with this Agreement and/or use of CVUSD facilities has been arrested or convicted of a felony, then CRPD must immediately preclude said employee from using CVUSD facilities under this Agreement, prevent the contractor and/or employee from interacting with CVUSD students, and notify CVUSD's Superintendent or Deputy Superintendent of Business Services. CVUSD retains the right to prohibit any such employee from utilizing CVUSD facilities under this Agreement and from otherwise having access to CVUSD students.

13. **Set Up, Breakdown and Cleaning.** Each Party shall be responsible for its own set up and clean up in relation to its use of the other Party's facilities. When practical, the parties shall meet prior to use of facilities to conduct a walk through and verify current conditions and expectations. Cleaning shall include returning the space to clean, broom-swept condition, with all furniture, equipment and other materials returned to their original location. Each Party shall be liable for the costs of failing to properly clean the other Party's facility under this section. Neither Party shall be liable for the other Party's personal property that was left on site after use of a facility under this Agreement.

14. **Security.** Each Party shall be responsible for its own supervision and security during use of the other Party's facilities. Neither Party shall leave the other Party's premises without first securing all doors, windows, *etc.* and/or notifying designated on-site staff of the owner Party that use has concluded and the facility may be secured. CRPD shall be responsible to secure the location and/or not leave CVUSD facilities until a CVUSD representative responds in person or gives verbal clearance to secure the building/location.

15. **Maintenance: Capital Improvements.** Subject to paragraph 16 below, throughout the Term, each Party shall, at its sole cost and expense, provide for its respective facilities (a) all routine maintenance, including basic repairs; maintenance of all electrical, plumbing and mechanical building components; standard floor refinishing and repainting; landscaping; custodial services, including the provision of cleaning supplies; and (b) any necessary capital improvements.

16. **Repairs.** The Party using facilities or equipment of the other Party pursuant to this Agreement shall repair, or cause to be repaired, or reimburse the owner for the cost of repairing damage done to said facilities or equipment during the period of such use other than that attributed to ordinary and reasonable wear. All such work shall be in compliance with applicable laws and regulations regarding competitive bidding, prevailing wages, fingerprinting/background checks, CEQA determinations, the Field Act, *etc.*

17. **Non-Discrimination.** In accordance with applicable and the Parties' respective policies, neither Party shall discriminate in connection with this Agreement on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, marital status, or any other protected class.

18. **General Exclusions.** This Agreement shall not apply to the following programs.

a. **Non-CVUSD Events.** CVUSD's rights and responsibilities

under this Agreement shall not extend to non-CVUSD sanctioned school events, such as fundraisers, games and tournaments that are hosted by booster clubs, other clubs and non-CVUSD sports leagues.

b. **Non-CRPD Events.** CRPD's rights and responsibilities under this Agreement shall not extend to non-CRPD sanctioned events.

c. **Joint Programs.** Joint sponsorship programs shall be governed by separate agreements, to be negotiated by the Parties when the applicable program is approved.

19. **Mutual Promotion and Community Outreach.** The Parties acknowledge a shared interest in supporting community awareness of educational and recreational opportunities and agree to collaborate, on a voluntary and cooperative basis, to share information that benefits the community. CVUSD may, consistent with its Board Policies, Administrative Regulations, and Civic Center rules and regulations, distribute informational materials regarding CRPD programs, events, and opportunities through its established communication channels, subject to CVUSD's standard approval processes. CRPD may, consistent with its policies, practices, and operational priorities, provide reasonable opportunities to share information about CVUSD schools, enrollment, and district programs through its established communication channels and retains the right to review and approve any materials bearing its name, logo, or likeness prior to distribution. Each Party retains sole discretion over the timing, format, frequency, and manner of any promotional activities and may decline to distribute any materials.

a. Activities under this section are voluntary. Nothing in this Agreement shall be construed to require either Party to advertise, promote, or distribute materials on behalf of the other Party, nor to guarantee any minimum level, frequency, or method of promotion.

b. Nothing in this section shall be construed as an endorsement by either Party of the other Party's programs, services, or activities. All materials shall be informational in nature.

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

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

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

iii. **Commercial 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 commercial 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. **Waiver of Subrogation.** Each Party shall waive any and all rights of subrogation that Party may have against the other Party.

e. **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 joint powers authority shall be approved.

f. **No Claims Made Policies.** 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.

**g. 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.

**h. 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.

**i. 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.

## **21. Indemnification.**

**a. CVUSD’s Indemnity Obligation.** To the fullest extent permitted by California law, CVUSD shall, at its sole cost and expense, indemnify, protect, defend and hold harmless CRPD, its officers, board members, administration, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorneys’ fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is attributable to the performance of this Agreement by CVUSD or any individual or entity for which CVUSD is legally liable, including but not limited to CVUSD’s officers, board members, administration, employees, agents or volunteers. The provisions of this indemnification do not apply to any damage or losses caused by the negligence or willful misconduct of CRPD, its officers, board members, employees, or volunteers.

b. **CRPD's Indemnity Obligation.** To the fullest extent permitted by California law, CRPD shall, at its sole cost and expense, indemnify, protect, defend and hold harmless CVUSD, its officers, board members, administration, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is attributable to the performance of this Agreement by CRPD or any individual or entity for which CRPD is legally liable, including but not limited to CRPD's officers, board members, administration, employees, agents or volunteers. The provisions of this indemnification do not apply to any damage or losses caused by the negligence or willful misconduct of CVUSD, its officers, board members, employees, or volunteers.

22. **Limitation of Liability.** 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.

23. **Limitation of Authority.** Each Party is and shall at all times remain wholly independent from the other Party. Neither Party shall have the authority to bind the other Party in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the other Party, whether by contract or otherwise.

24. **No Third Party Beneficiaries.** This Agreement is not intended to and shall not confer any rights on third parties.

25. **Dispute Resolution.** Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

a. **Informal Meet and Confer.** The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute

that shall include the following information: (i) a statement of the facts of the dispute, including information regarding the Party's prior attempt(s) to resolve the dispute;

(ii) the specific sections of this Agreement that are in dispute; and (iii) the specific resolution sought by the Party. Within thirty (30) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

b. **Mediation.** If the informal meet and confer fails to resolve the dispute, the Parties shall attempt to mediate the dispute. Either Party may request mediation. The Parties shall act in good faith to attempt to resolve any dispute by mediation. If the Parties cannot mutually agree upon a mediator within thirty (30) calendar days, the Parties shall each designate a mediator, and those mediators shall select a third mediator who shall act as the neutral arbitrator of the Parties' dispute. The Parties shall pay their own costs in mediation and share equally the costs of the mediator. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence shall not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

c. **Equitable or Injunctive Relief.** Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

26. **Force Majeure.** Neither Party shall be liable for damages caused by delay in performance or failure to perform due to causes beyond the control of that Party, including, but not limited to, acts of God; acts of federal, state or local government (not including the Parties); court orders; natural disasters, including, but not limited to, fires, floods, mudslides and debris flows; epidemics; strikes; and embargoes.

27. **Disaster Relief Area.** In the event that any federal, state or local government agency declares a state of emergency in which a facility subject to this Agreement is designated or determined to be a "disaster relief area," the Parties agree that this Agreement, including any rights hereunder, shall be suspended until a reasonable time following the removal of such designation of the applicable facility as a "disaster relief area."

28. **Venue; Choice of Law.** This Agreement shall be governed by the laws of the State of California. Venue for any legal action or proceeding relating to this Agreement shall lie exclusively in the County of Ventura.

29. **Waiver.** No waiver by either Party of any default or breach of any term, covenant or condition hereof shall be construed as a waiver of any other term, covenant or

condition or of any subsequent default or breach of the same or any other term, covenant or condition, nor shall any custom or practice that may develop between the Parties be construed so as to waive or lessen the right of either Party to insist upon the performance by the other of any term, covenant or condition hereof.

30. **Interpretation of Headings.** Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

31. **Severability.** If any term or provision of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by a tribunal of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permitted by law.

32. **Calculation of Time.** Unless business days are expressly provided for, all references to “days” herein shall refer to consecutive calendar days. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, State or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, State or legal holiday.

33. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties and there are no agreements or representations between the Parties except as expressed herein. There are no oral agreements between the Parties affecting this Agreement, and this Agreement supersedes and cancels all previous negotiations, arrangements, agreements and understandings, if any, between the Parties with respect to the subject matter of this Agreement. No subsequent change or addition to this Agreement shall be binding unless in writing and signed by the authorized representative of both Parties.

34. **No Assignment.** Neither Party shall assign this Agreement in whole or in part. Any attempted assignment shall be void and of no force or effect.

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](mailto:jfriedl@crpd.org)

“CVUSD”  
Conejo Valley Unified School District

1400 E. Janss Road  
Thousand Oaks, California 91362  
Attention: Deputy Superintendent of Business Services  
Email: vhayek@conejousd.org

Any such notice shall be deemed to have been delivered upon its receipt or upon the second attempt at delivery, as evidenced by the regular records of the person or entity attempting delivery. The Parties may also, at any time, designate a different address and/or different person for receipt of notices under this Agreement by complying with the notice provisions set forth herein.

**36. Survival.** The following shall survive any termination or expiration of this Agreement: (a) each Party's indemnity obligations under this Agreement; (b) the duty to repair any and all damage or destruction for which a Party is liable under this Agreement; (c) any and all debts owed by one Party to the other Party pursuant to this Agreement.

**37. Exhibits.** Any and all exhibits to this Agreement are incorporated herein by this reference.

**38. Headings: Gender and Number.** The titles of the paragraphs to this Agreement are inserted for convenience only and shall not be deemed to limit the subject of the paragraphs or to be considered in their construction. In this Agreement, the masculine, feminine and neutral genders and the singular and plural include one another, unless the context requires otherwise.

**39. Construction of Agreement.** Each Party has participated in the drafting and preparation of this Agreement. Therefore, the provisions of this Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties equally prepared this Agreement.

**40. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or email provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.

**41. Authorizations.** All individuals executing this and other documents on behalf of the respective Parties do hereby certify and warrant that they have the capacity and have been duly authorized to so execute this Agreement on behalf of the entity so indicated.

*IN WITNESS WHEREOF*, the Parties have executed this Agreement as of the Effective Date.

**“CRPD”**

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

By: \_\_\_\_\_  
Jim Friedl, General Manager

**“CVUSD”**

CONEJO VALLEY UNIFIED SCHOOL  
DISTRICT, a California public school district

By: \_\_\_\_\_  
Dr. Victor P. Hayek, Deputy Superintendent

## Appendix A

### 1. Pools at Newbury Park and Thousand Oaks High Schools

#### OPERATION AND MANAGEMENT

- A. Direct management of the pool, adjacent locker rooms, and shower facilities, including the furnishing of pool employees and lifeguards, shall be provided by CRPD from the Monday after the last school day of the year through the Friday before the start of the new school year. CRPD shall have use of the pools under this agreement up to 90 days mostly between June and September but may encroach into the school year when pool is not in use by CVUSD.
- B. CVUSD shall have access to the NPHS and TOHS pools all days under this agreement from 10:00 p.m. to 9:00 a.m. CVUSD shall provide lifeguards during this time and restore the pool area to the same condition and setup as found.
- C. CRPD shall pay CVUSD an amount equal to 25% of the overall annual maintenance costs of the preceding year payable to CVUSD no later than August 31 of each year. Annual Maintenance costs shall consist of personnel (1) costs plus the cost of chemicals, services, and other routine maintenance services.
- D. CRPD shall be responsible for managing all pool use during this period. Any user group, including CVUSD will reserve use through CRPD. CVUSD sanctioned school sports (defined as an organized activity with a CVUSD employed coach on site and where students are not being charged to participate) such as water polo and swim teams, shall be permitted use of the pool at the current hourly rate for non-profits.
- E. When the pool is in use by CRPD, CRPD shall supervise and have a certified lifeguard at all times. CRPD shall have exclusive use of the pool area, locker rooms and shower rooms which shall be subject the rules and regulations established by CRPD and in accordance with CVUSD policies and regulations on facility use. CRPD shall be responsible for all proper cleaning and organization of these areas at the conclusion of each day. CVUSD recognizes that multiple user groups have access to adjacent restroom facilities, so CRPD will provide light maintenance throughout the day, while CVUSD will provide thorough cleaning of these areas by 9:00 a.m. each day.
- F. All operation, maintenance, and repairs shall be made at the direction and under the control of CVUSD. For projects expected to cost \$50,000 or more, CVUSD and CRPD shall collaborate on pool improvement projects. CRPD shall pay 25% of any capital improvement project over \$50,000. All approved projects must be billed at completion of the project or no later than 90 days from the end of the fiscal year.

## 2. Performing Arts Centers

### OPERATION AND MANAGEMENT

- A. CRPD may use one Performing Arts Center each year during the Summer months, defined as the Monday after the last school day of the year through the Friday before the start of the new school year. CRPD shall have use of one Performing Arts Center under this agreement.
- B. CRPD shall be responsible for all supervision and maintenance (daily cleaning) during this period of use.
- C. CRPD shall notify CVUSD by February 1 of each year of this agreement as to which Performing Arts Center would like to be used, TOHS or NPHS. CVUSD will reserve the space for CRPD by February 1 but no later than March 31 for exclusive use during the times requested in the use window.
- D. When the Performing Arts Center is in use by CRPD, CRPD shall supervise at all times. CRPD shall have exclusive use of the Performing Arts Center and dressing rooms which shall be subject to CVUSD policies and regulations on facility use. CRPD shall be responsible for all proper cleaning and organization of these areas at the conclusion of each day.
- E. CRPD shall be responsible for damage and any insufficient cleaning and maintenance. All damage/cleaning/maintenance billables shall be billed no later than 90 days from the last day of use by CRPD. CRPD shall remit payment within 45 days.