



Conejo Recreation & Park District


GENERAL MANAGER
Jim Friedl

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

GENERAL MANAGER EMERITUS
Tex Ward

Date: June 6, 2019

To: Board of Directors

From: Jim Friedl, General Manager 

Subject: **City of Thousand Oaks and Conejo Recreation and Park District - Alex Fiore Teen Center and Goebel Adult Community Center – Rescind Joint Exercise of Powers Agreement (Teen Center and Services Authority); Land Lease; Operating Agreement; Amendment to Custodial Services Contract; Grant Agreement for Design and Pre-Construction Activities; Award Contract for Design and Pre-Construction Activities**

RECOMMENDATION

1. Authorize General Manager to enter into an agreement to rescind the Joint Exercise of Powers Agreement between the City of Thousand Oaks and the Conejo Recreation and Park District creating the Teen Center and Services Authority.
2. Authorize General Manager to enter into a land lease agreement between the Conejo Recreation and Park District and the City of Thousand Oaks to provide a senior adult facility and teen center.
3. Authorize General Manager to enter into an 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.
4. Authorize General Manager to enter into amendment #1 to the contract for custodial services between the Conejo Recreation and Park District and Excellent Building Maintenance.
5. Authorize General Manager to enter into a grant agreement with the City of Thousand Oaks for Design and Pre-Construction Activities – Alex Fiore Teen Center Expansion and Renovation; Goebel Adult Community Center Renovation.
6. Recognize grant revenue in the amount of \$300,000 and appropriate to Alex Fiore Teen Center Expansion and Renovation and Goebel Adult Community Center Renovation Project (Account 13-802-851-81005-000).

ADMINISTRATIVE OFFICES

403 West Hillcrest Drive • Thousand Oaks, CA 91360-4223
(805) 495-6471 • FAX: (805) 497-3199 • Email: parks@crpd.org • Website: www.crpdpd.org

7. Authorize General Manager to enter into a contract with RRM Design Group (RRM) in the total amount of \$245,000 (\$221,120 plus \$23,880 contingency) to prepare landscape architectural and architectural schematic, design development, and construction drawings and cost estimate for Alex Fiore Teen Center Expansion and Renovation and Goebel Adult Community Renovation Project.

DISCUSSION

Background

The City of Thousand Oaks (City) and the Conejo Recreation and Park District (District) have a long history of cooperative relationships between the two agencies for the benefit of the entire community.

For over 30 years, one of the more successful relationships between the City and District has been the partnership at the Alex Fiore Teen Center and Goebel Adult Community Center.

The District owns the land, the City constructed and owns and maintains the improvements, and the District operates the facilities.

City and District staff have been meeting for over a year in an effort to strengthen, renew and update the relationship between the two agencies at these facilities to better support their cooperative relationship.

Rescind Joint Exercise of Powers Agreement (Teen Center and Services Authority)

In December 1985 the City and District entered a Joint Exercise of Powers Agreement to Create the Teen Center and Services Authority (JPA) (Exhibit 1A).

At the time the JPA was created, the City and District were engaged in the planning of a cooperative relationship for the development, including the construction and operation of a teen center, of District owned property at Conejo Creek North. The JPA was envisioned as a mechanism to assure these plans were carried out.

Since its opening in 1989, both City and District staff have been satisfied with the operations of the Alex Fiore Thousand Oaks Teen Center; the center has been successfully operating without input and guidance from the JPA. Thus, the recommendation is to enter into an agreement (Exhibit 1B) to rescind the Joint Exercise of Powers Agreement (Teen Center and Services Authority).

Land Lease between the Conejo Recreation and Park District and the City of Thousand Oaks to provide a Senior Adult Facility and Teen Center

In July 1988 the City and the District entered into a land lease (Exhibit 2A) for the District owned property at Conejo Creek North for the construction of a 21,000 square foot Senior Adult Facility, a 14,000 square foot Teen Center, and parking lots to serve the facilities. In July 2018 the land lease was amended (this first amendment is also provided in Exhibit 2A) to provide consistency between the Teen Center and Goebel Adult Community Center in terms of cessation of use and property disposition.

In order to renew and update the lease terms to better support the relationship, City and District staff prepared and recommend entering into a new land lease (Exhibit 2B) for a period of 50 years with two additional 24 year options.

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

In July 1988 the City and District entered into an operating agreement for the Senior Adult Center (Exhibit 3A). In July 2018 the operating agreement was amended (this first amendment is also provided in Exhibit 3A) to extend the agreement for a period of 20 years to coincide with terms of the land lease. The operation of the Teen Center was guided by the JPA.

In order to renew, clarify and update operating, repair and maintenance obligations and responsibilities, City and District staff prepared and recommend entering into a new operating agreement (Exhibit 3B).

In general, the District will continue to provide the operations of the facilities and is assuming additional maintenance responsibilities, including but not limited to the management of all utilities (with the exception of water), daily and routine custodial activities, and pest control. Furthermore, City and District staff will annually agree to a maximum reimbursement from the City to the District for the District operations and additional maintenance responsibilities.

Additional expenditures to be incurred by the District as a result of this agreement will be effective July 1, 2019 and are included in the proposed District budget.

Amendment #1 to the contract for custodial services between the Conejo Recreation and Park District and Excellent Building Maintenance

In January 2017 the District entered into a contract for custodial services (Exhibit 4A). In order to perform the custodial services at the Alex Fiore Teen Center and Goebel Adult Community Center, District staff prepared and recommend entering into an amendment to the contract (Exhibit 4B).

Additional expenditures to be incurred by the District as a result of this amendment will be effective July 1, 2019 and are included in the proposed District budget.

Grant agreement with the City of Thousand Oaks for Design and Pre-Construction Activities – Teen Center Expansion and Renovation; Goebel Adult Community Center Renovation

The Teen Center opened in 1989 and Adult Community Center opened in 1990. Both facilities have provided full-service programming for their respective populations. As use and need has greatly expanded at both facilities, various improvements are needed.

In the early 2000s, the City and District envisioned expanding the Teen Center with a full size gym that would be utilized by both the teen and senior populations. For a variety of reasons, the project was placed on hold until recently when, City and District staff solicited feedback from patrons, Teen Advisory Councils, and center staff and created a concept plan (Exhibit 5) which better suited current needs of both populations.

City and District staff have been working together regarding a grant agreement (Exhibit 6) that would provide \$300,000 towards the design and pre-construction services necessary for the project. If the Board approves the recommendation, City Council will consider the grant agreement at their June 11, 2019 meeting.

The City has budgeted \$3,000,000 overall for this project. Upon receiving an updated cost estimate in Fall 2019, City and District staff anticipate recommending an additional grant agreement for the construction of the improvements.

Contract with RRM Design Group to prepare landscape architectural and architectural schematic, design development, and construction drawings and cost estimate for Alex Fiore Teen Center Expansion and Renovation and Goebel Adult Community Center Renovation Project

To further the project, District staff developed a Request for Proposal (RFP) for Landscape Architectural and Architectural Design Services for Alex Fiore Teen Center Expansion and Renovation and Goebel Adult Community Center Renovation Project.

The RFP was advertised in the Ventura County Star, posted on the District's website, and emails were sent to local and regional design firms from a list provided by the City. Four proposals were submitted by 5:00 p.m. on May 6, 2019.

District and City staff reviewed and considered each proposal based upon the criteria set forth in the RFP (team lead and member's qualifications; organization's experience, depth, and location; previous projects completed with similar scope and size; understanding and approach to the tasks; overall price to complete the project; hourly rates; and responsiveness to the RFP).

After evaluation of the proposals, District staff prepared and recommend entering into a contract (Exhibit 7) with RRM to provide the services for this project.

Project Financial Status:

FY 2018/19 BUDGET	
BUDGET	
-Recognize Grant Revenue	\$ 300,000
TOTAL BUDGET	\$ 300,000
FY 2018/19 COSTS	
PROJECTED COSTS	
-Design	
RRM Design Group Services	\$ 221,120
Contingency (approx. 10.5%)	\$ 23,180
Additional Consultant Services (i.e. soils engineer, structural engineer)	\$ 55,000
-Construction	
TBD	\$ TBD
TOTAL COSTS	\$ 300,000
FY 2018/19 PROJECTED BALANCE	\$ 0

STRATEGIC PLAN COMPLIANCE

Meets 2019 Strategic Plan Element 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. Update plan every two years as part of the Capital Budget process.

Meets 2019 Strategic Plan Element 4.1: Develop, maintain and enhance relationships with colleagues at the City of Thousand Oaks and the Conejo Valley Unified School District. Hold periodic meetings with City and School District staff.

Respectfully submitted,

Prepared by:



T. P. Hare
Parks and Planning Administrator



Andrew J. Mooney
Senior Park Planner

EXHIBIT 1A

JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE CITY OF THOUSAND OAKS
AND
THE CONEJO RECREATION AND PARK DISTRICT
CREATING THE TEEN CENTER AND SERVICES AUTHORITY

This Agreement, dated December 17, 1985, by and between the City of Thousand Oaks, a municipal corporation of the State of California (hereinafter called "City"), and the Conejo Recreation and Park District, a body corporate and politic of the State of California (hereinafter called "District"),

WITNESSETH:

Whereas, a need exists to provide coordinated youth services in the community and one means of providing those services is through a teen center facility; and

Whereas, the City and District are each empowered to acquire sites and construct, maintain, operate and lease public administration facilities, including buildings, parking, landscaping and related facilities and appurtenances necessary or convenient thereof; and

Whereas, the City and District have determined that a teen center facility, with structures, parking and landscaping, should be constructed and operated at a location known as the "Teen Center Site" within the City limits of the City of Thousand Oaks; and

Whereas, said Teen Center will serve and be of benefit to the inhabitants of the City and District; and

Whereas, the City and District are authorized pursuant to Government Code 6500 et seq. to contract with each other for the joint exercise of any common powers;

NOW, THEREFORE, the City and District, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. Definitions

Unless the context otherwise requires, the terms defined in Section 1 shall, for all purposes of this Agreement, have the meanings herein specified.

Agreement

The term "Agreement" means this joint powers agreement.

Authority

The term "Authority" shall mean the Teen Center and Services Authority created by this Agreement.

Board

The term "Board" shall mean the Governing Board of the Authority established pursuant to Section 6 of this Agreement.

City

The term "City" shall mean the City of Thousand Oaks, a general law city and municipal corporation, duly organized and existing under the laws of the State of California.

District

The term "District" shall mean the Conejo Recreation and Park District, a body corporate and politic, duly organized and existing under the laws of the State of California.

Facilities

The term "facilities" shall mean a Teen Center including buildings, parking, landscaping, and related facilities.

Law

The term "law" shall mean Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (Sections 6500-6578).

SECTION 2. Purpose

This Agreement is made pursuant to the law and relates to the joint exercise of powers common to the City and the District. The City and the District are each empowered by the laws of the State of California to acquire the site and to acquire, construct, maintain, operate and lease the project. The purpose of this Agreement is to exercise such powers by acquiring, constructing, maintaining, operating and leasing a Teen Center. Such purpose will be accomplished and such common power will be jointly exercised in the manner herein set forth.

SECTION 3. Creation of Authority

There is hereby created, pursuant to the law, a public entity to be known as "Teen Center and Services Authority." As provided in the law, the Authority shall be a public entity separate from the City and District.

SECTION 4. Term

This Agreement shall become effective as of the date it is approved by the legislative bodies of the City and District and continue in full force and effect until such time as both legislative bodies mutually agree to rescind the Agreement or the facility is no longer used as a Teen Center.

SECTION 5. Powers

During the term of this Agreement, the Authority shall have power to acquire or lease the site, to plan, design and prepare construction drawings for the facilities; or to cause such plans, design and preparations to be accomplished; to construct, or cause to be constructed, the facilities; to hold title to the site and facilities, to maintain and operate the project, and to lease the same to the City or District, or both.

The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, manage, maintain and operate any buildings, works or improvements; to acquire, hold or dispose of property; to lease all or any part of the project to any person to carry out said public purposes; to incur debts, liabilities or obligations which do not constitute a debt, liability or obligation of the City or the District; and to sue and be sued in its own name. Such power shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon the City and District in the exercise of similar powers, as provided in and for the purposes of Section 6509 of the law.

SECTION 6. Governing Board

The Authority shall be administered by a Board. The Board shall consist of five (5) members: two (2) members of the Board shall be appointed and selected from the members of the City Council of the City, two (2) members of the Board shall be appointed and selected from the Board of Directors of the District, and one member of the community at large shall be appointed by the appointed Authority Board and subject to the ratification of the City and District.

Members of the governing board shall serve without compensation and serve for a term of two (2) years provided, however, initial appointments shall be for a staggered period to assure continuity as follows: the City shall

appoint one (1) of its members for a one (1) year term and one (1) of its members for a two (2) year term. The District shall appoint one (1) of its members for a one (1) year term and one (1) of its members for for a two (2) year term. The representative at large shall be appointed for a two (2) year term. All subsequent appointments shall be made for two (2) year terms.

The initial term for all members shall be deemed to commence on the execution date of this Agreement and expire on this Agreement's anniversary date, unless such member shall not have been replaced, in which event such member shall hold office until replaced. Members of the Board shall serve at the pleasure of the appointing body.

SECTION 7. Meetings of Board

(a) Regular Meetings. The Board shall hold at least one (1) regular meeting each year. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by Resolution of the Board.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(c) Legal Notice. All meetings of the Board shall be held subject to the provisions of the laws of the State of California with respect to meeting of public bodies, to wit: Sections 54950 et. seq. of the Government Code of the State of California.

(d) Ralph M. Brown Act. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Gov. Code 54950 et seq.).

(e) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board, the City, and the District.

(f) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn. No action involving the expenditure of more than \$5,000 or disposing of real property may be taken by the Board except upon the affirmative vote of 3/5 majority of the members of the Board.

SECTION 8. Officers

The Board shall elect its own Chairman for the first year of its operation and thereafter said Board shall elect its Chairman annually. Said governing Board shall elect a Vice-Chairman in the same manner. The Finance Director of the City shall be the duly appointed and acting Controller and Treasurer of the Authority. The Secretary of the Board shall be the City Clerk of the City. The position of Executive Director shall be jointly filled by the City Manager of the City and the General Manager of the District or their designees.

SECTION 9. Fiscal Year

The fiscal year of the Authority shall be the fiscal year of the City and District, being the period of July 1 of each year to and including the following June 30.

SECTION 10. Disposition of Assets

Upon the termination of this Agreement, interests in the assets of the Authority, including all property acquired as a result of the joint exercise of powers under this Agreement, shall be assigned to the District. City-owned equipment may be loaned to the Authority for use in the Teen Center and, upon termination of the Agreement, shall be retrieved by the City.

SECTION 11. Acquisition of the Site

The site is owned by the District. The District shall lease the site to the Authority by means of a Ground Lease for a term that ends at the same time as this Agreement, for a rental of one dollar (\$1.00) per year.

SECTION 12. Plans or Specifications

The Authority will authorize City to select and employ architects and will cause such architects to prepare plans and specifications for the construction of facilities. Any costs associated with such services shall be the responsibility of the City. Said plans and specifications shall be subject to the approval of the City and District.

SECTION 13. Construction of Project

The Authority shall authorize the City to solicit bids for the construction of the project subject to Section 20160 et. seq. of the Public Contracts Code. The City shall accept bids and award a contract to the lowest responsible bidder.

SECTION 14. Payment for Construction

Any costs associated with the construction of the facility shall be the responsibility of the City and/or other parties approved by the Authority.

SECTION 15. Benefits to City and District from Project

Under terms and conditions of this Agreement, specifically those set forth in Section 16 hereof, at all times while the Teen Center is in effect, the operation shall be the responsibility of the Authority. The City and District will have the right to use portions of the Teen Center from time to time when not in use for Teen Center programs. The grounds of the facility will be available for District and users of District services for such park and recreation use as may be consistent with the use and development of the project in the manner proposed herein.

SECTION 16. Operation of Teen Center

The Authority shall employ the services of a Teen Center Director with the expertise and knowledge of teen programs to operate the premises for use as a Teen Center. In such operation, the Director is responsible for the development of recreation and related programs designed primarily for teens. The Director shall be under the general supervision of the District. The Authority shall employ additional staff that may be required to operate such programs, with the approval of the City and District.

Funds shall be paid from the City Treasury to the Authority Treasury for purposes of funding the general operation of the Teen Center program, providing furnishings, supplies and equipment for the facility operations, and for compensating the Director. Approval by City and District of the Authority's budget is required annually.

SECTION 17. Advisory Committee

There shall be formed an Advisory Committee, composed of teens and adults, recommended by the Director and appointed by the Authority, to advise the Director on the general needs of the teens in regard to the Teen Center program. Committee members shall serve at the pleasure of the Authority. Committee appointments and procedures shall be subject to the Brown and Maddy Acts.

Committee members shall serve for a two (2) year term. The Committee's by-laws, rules and procedures shall be subject to the approval of the Authority.

SECTION 18. Utilities

City shall provide at its expense utilities necessary for the operation and use of the premises.

SECTION 20. Maintenance

City shall provide and maintain the facilities at its expense, including buildings, parking, landscaping, furnishings and equipment.

SECTION 21. Breach

If default shall be made by the District or the City in any covenant contained in this Agreement, such default shall not excuse either the City or District from fulfilling its obligations under this Agreement and the City and District shall continue to be liable for the performance of all conditions herein contained. The District and the City hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the District and the City hereby grant to the Authority the right to enforce by whatever lawful means the authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

SECTION 22. Amendments

This Agreement may be amended by supplemental agreement executed by the City and the District.

SECTION 23. Notices

Notices hereunder shall be sufficient if delivered to the following, at the following addresses or at such other address or addresses as any of the below-named agencies may specify to the others in writing:

City: City Clerk, City of Thousand Oaks
401 W. Hillcrest Drive
Thousand Oaks, CA 91360

District: Secretary of the Board of Directors
Conejo Recreation and Park District
401 W. Hillcrest Drive
Thousand Oaks, CA 91360

Authority: Secretary
(at any such address as Authority shall designate for such purpose)

SECTION 24. Miscellaneous

The section headings herein are for convenience only, and are not to be construed as modifying or governing the language in the section referred to.

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such State, and is to be so construed.

SECTION 25. Partial Invalidity

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 26. Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

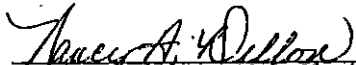
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF THOUSAND OAKS
Thousand Oaks, CA


ALEX FIORE, MAYOR

ATTEST:


Nancy A. Dillon, City Clerk

APPROVED AS TO FORM:


Mark G. Sellers, City Attorney

APPROVED AS TO ADMINISTRATION:


Grant R. Brimhall, City Manager

CONEJO RECREATION AND PARK DISTRICT


Mark Jacobsen, Chairman

ATTEST:

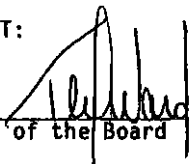

Clerk of the Board

EXHIBIT 1B

**AGREEMENT TO RESCIND
JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE CITY OF THOUSAND OAKS
AND THE CONEJO RECREATION AND PARK DISTRICT
CREATING THE TEEN CENTER AND SERVICES AUTHORITY**

This Agreement entered this ___th 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, on December 17, 1985 the parties entered into a Joint Exercise of Powers Agreement to Create the Teen Center and Services Authority (JPA); and

WHEREAS, at the time the JPA was created, the parties were engaged in the planning of a cooperative relationship for the development of District owned property 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; and

WHEREAS, as part of the development of District property, CITY desired the construction and operation of a facility dedicated to providing recreational opportunities to teens; and

WHEREAS, the parties envisioned the JPA as a mechanism to assure that the parties' desires for a teen center were accomplished; and

WHEREAS, the Alex Fiore Thousand Oaks Teen Center was constructed and has been operating at 1375 East Janss Road; and

WHEREAS, the Alex Fiore Thousand Oaks Teen Center has operated to accomplish the desires of the parties without input and guidance from the JPA; and

WHEREAS, the JPA has not met to provide guidance on the operation of the Alex Fiore Thousand Oaks Teen Center; and

WHEREAS, the JPA established a term to continue until such time as both legislative bodies mutually agree to rescind the Agreement; and

WHEREAS, the parties are satisfied with the continued operation of the Alex Fiore Thousand Oaks Teen Center and desire to rescind the JPA.

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

1. RESCISSION

The Joint Exercise of Powers Agreement Between the City of Thousand Oaks and The Conejo Recreation and Park District Creating the Teen Center and Services Authority should be, and hereby is, rescinded effective on the date first written above upon the execution of this Agreement.

2. AUTHORITY

The Teen Center and Services Authority, a public entity, created by the JPA should be, and is hereby, disbanded and shall cease to exist to exist upon the execution of this Agreement.

The City Clerk shall notify the California Secretary of State of the Change of Status of the Teen Center and Service Authority.

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

CITY OF THOUSAND OAKS

Chuck Huffer, Chair
ATTEST:

Robert McCoy, Mayor
ATTEST:

Jim Friedl, General Manager

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers
City Manager

APPROVED AS TO FORM:

Tracy M. Noonan
City Attorney

EXHIBIT 2A

Recording Requested By
and when recorded return to:

First American Title
2520 Financial Square
Oxnard CA 93030

Attn: Subdivision
8800 3980

89-038114	:	Rec Fee	.00
	:	Total	.00
Recorded	:		
Official Records	:	89 APR -4 PM 4:50	
County of	:		
Ventura	:		
Richard D. Dean	:	CITY OF	
Recorder	:	THOUSAND OAKS	
8:00am 13-Mar-89	:	CC 18	

**LAND LEASE BETWEEN THE CITY OF THOUSAND OAKS
AND THE CONEJO RECREATION AND PARK DISTRICT
FOR THE LEASE OF A PARCEL OF LAND
FOR THE CONSTRUCTION OF A SENIOR ADULT FACILITY
AND TEEN CENTER**

677-100 25,26

This Agreement is entered into this 12th day of July, 1988 by and between the City of Thousand Oaks, a municipal corporation, created and existing by virtue of the laws of the State of California, hereinafter called "City" and the Conejo Recreation and Park District, hereinafter called "District".

WHEREAS, there is a need for an expanded senior adult center in the Conejo Valley to replace the Goebel Senior Center on Conejo School Road; and

WHEREAS, there is also a need for a teen center to provide community youth a social, recreational and educational center; and

WHEREAS, it has been determined by City and District that the most desirable locations is on the north side of Janss Road and east of the Thousand Oaks (23) Freeway on the Conejo Creek Park property; and

WHEREAS, District desires to make such land available to City for the construction of a Senior Adult Center and Teen Center and appurtenant facilities which will be operated by the District; and

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, the Senior Adult Center will enhance the leisure time capabilities of the senior adult populous of the Conejo Valley and the Teen Center will provide a safe place for teens to partake in non-school activities; and

WHEREAS, District may desire to construct, or cause to be constructed, recreation facilities as an adjunct to the Senior Adult Center and Teen Center, thereby directly enhancing the capabilities of District to deliver recreation services; and

#3168

WHEREAS, the City and the District have formed a Joint Powers Authority, created on December 17, 1985, for the purpose of operating that facility; and

WHEREAS, the City and Thousand Oaks Redevelopment Agency have formed a Public Financing Authority for the purpose of financing various public facilities through issuance and sale of Certificates of Participation.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. PROPERTY LEASED

District hereby leases to City and City hereby rents for the sum of one dollar (\$1.00) per year from District the property, hereinafter called "Premises", located in the County of Ventura, State of California, described as follows:

That portion of Parcel "C" LD. 428 in the City of Thousand Oaks, County of Ventura, State of California, as per map recorded in Book 31, Page 99 of the parcel map in the office of the County Recorder of said County as described in Exhibits A and B attached.

2. TERM

The term of this Agreement shall be for a period of fifty (50) years commencing on the first day of the calendar month following the day the Agreement has been executed by both parties.

3. OPTION

City may, at its option, extend this Agreement for two additional twenty-four (24) year periods. Each period shall commence on the day following the termination of the preceding term and shall terminate twenty-four (24) years after the termination of the preceding term. The option for each period shall be exercised separately by City giving District written notice at least six (6) months prior to the expiration of each applicable period. The extensions shall be on all the terms and conditions as are contained herein.

4. HOLDOVER

If City holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of District, either expressed or implied,

City shall become a tenant from month to month. Such tenancy to be subject to all of the terms and conditions of this Agreement.

5. USE

The property shall be used for a Senior Adult Center of approximately 17,000 square feet which will be constructed and owned by the City on this site to be operated by the District to provide leisure, recreational, social and educational services to seniors and adults. A Teen Center of approximately 13,000 square feet will be constructed and owned by the City on this site to provide leisure, recreational, social and educational services to teens. However, other incidental public uses may also occur at the Senior Center and Teen Center. The City will also construct and own three parking lots on the property which may be used jointly by patrons of the Senior Adult Center, Teen Center and Library.

A. Cessation of Original Use

- 1) Teen Center - notwithstanding the foregoing, should the Teen Center cease being used as a Teen Center prior to the expiration of 30 years, or during the period when certificates of participation are outstanding, whichever occurs first, the Teen Center building, improvements and appurtenances shall be available for use only as mutually agreed between City and District. If the Premises cease to be used as a Teen Center after the expiration of the above period, the building, improvements and appurtenances shall be the property of the District.
- 2) Senior Adult Center - should the Senior Adult Center cease operations as such during any time during the leasehold interest, the Center and the entire premises may be used only for such uses as may be mutually agreeable to the City and District.

6. CONSIDERATION

In full consideration for use of Premises over the term of this Agreement and any extensions thereof, City will cause to be developed a Senior Adult Center and a Teen Center on the premises. District has determined that a Senior Adult Center and Teen Center will be compatible with the proposed uses of District's adjoining property and will enhance its adjoining property.

7. IMPROVEMENTS BY CITY

The City may make such excavation of and do such grading of the Premises, and may place such improvements on the Premises, as the City may time to time deem desirable, subject to the review and approval of the District. Once improvements have been placed pursuant to the provisions of this agreement, City may, at City's option and expense, thereafter make minor modifications of such improvements. For the purpose of this agreement, City may, at City's option and expense, thereafter make minor modifications of such improvements. For the purpose of this agreement, any modification which entails a change in the location of, amount of land covered by, basic exterior dimensions of, or basic exterior appearance of any improvement is not a "minor modification" and shall be subject to the prior approval of the District.

At the request of the District, the City shall process and approve a parcel map subdividing the property into two parcels with the interior subdivision line dividing the properties between the teen center and senior center at a location as approved by the District.

8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS

All improvements placed on the Premises by City during a period of 30 years from the date of this Agreement, or during the period when Certificates are outstanding, whichever event ends first, shall be the personal property of Public Financing Authority. Any such improvements associated with the Teen Center which remain on the Premises upon the expiration of that period shall be disbursed according to the direction of the Joint Powers Authority, or as stated in the Joint Exercise of Powers Agreement. The Senior Adult Center improvements shall be the property of the City until this lease expires when any left on the land shall become the property of the District. City shall be allowed a reasonable period of time after such termination in which to remove any fixtures or improvements.

9. REPAIRS AND MAINTENANCE

Except as provided in the operating agreement between the City and the District, the City shall provide and maintain, at its expense, all interior and exterior maintenance of the Senior Adult Center, including exterior and interior custodial services, planting and irrigation systems. The Joint Powers Authority shall provide and maintain the Teen Center at its expense, including exterior and interior custodial services, planting and irrigation systems.

10. ENTRY ON PREMISES

City and District may enter upon the Premises and any improvements placed thereon at all reasonable times to examine the condition thereof and for the purpose of providing such maintenance as the District desires to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by entity (City or District) on the Premises. District shall restore at its expense any improvements affected by District's exercise of its rights granted hereunder.

11. ASSIGNMENT AND SUBLETTING: FUTURE SUBLEASE OF TEEN CENTER TO JOINT POWERS AUTHORITY FOR OPERATION

City shall have the right to assign this Agreement and/or to sublet to an entity formed by City, or City and others, for the purpose of financing the Senior Adult Center and Teen Center facilities. As one of the purposes for this land lease, the City will lease the land to a specially created entity (Public Financing Authority) which will issue and sell certificates of participation to raise money to construct the Teen Center and Senior Adult Center. After the Public Financing Authority has issued said certificates and constructed these facilities, these improvements will be leased to the City. The City's rental payments under that facility lease are the source of repayment and security for the certificates. Once the City has leased back the land and constructed facilities it shall sublease the Teen Center to the Teen Center and Services Joint Powers Authority created between the City and the District for the purpose of operating that facility. Any other assignment or subletting shall be with the written consent of District. District shall not arbitrarily withhold such consent but shall give such consent in every instance wherein District's interest will not be affected to its detriment.

12. 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.

13. WAIVER

A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

14. PARTIES BOUND AND BENEFITTED

The covenants, terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assignee of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

15. CONDEMNATION

If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, City shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If City remains in possession, all of the terms hereof shall continue in effect. If such taking under the power of eminent domain occurs, those payments attributable to the improvements of City shall belong to City, and those payments attributable to the real property of district shall belong to District. If either the whole or part of the Premises should be taken by a public authority under the power of eminent domain, or if an act or omission of inverse condemnation shall occur causing damage to this property, the District's interest shall be valued based upon the full fair market value of the property interest taken or compromised as though the leasehold interest did not exist on the subject property. The City interest in such case shall be valued based upon the buildings, improvements and appurtenances minus any reversionary interest of the District therein.

16. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto and no obligation other than those set forth herein will be recognized.

17. AGREEMENT MODIFICATION

This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto.

18. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

19. ARTICLE HEADINGS

Article 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.

20. RECORDATION

This signatures of the parties to this Agreement shall be acknowledged, and the Agreement shall be recorded in the Office of the Ventura County Recorder.

21. NOTICES AND PAYMENTS

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

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

Conejo Recreation and Park District
1 Boardwalk
Thousand Oaks CA 91360

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

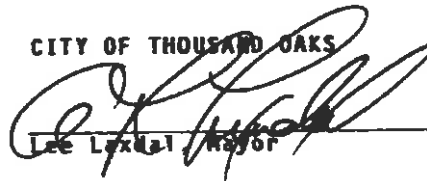
City of Thousand Oaks
2150 W. Hillcrest Drive
Thousand Oaks CA 91320

In witness whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

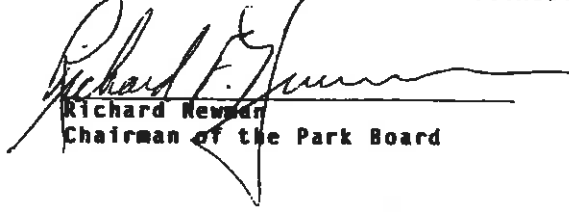

Nancy A. Dillon, City Clerk

CITY OF THOUSAND OAKS



Lee Laxdal, Mayor

Contract No. 1681-88

CONEJO RECREATION AND PARK DISTRICT


Richard Newman
Chairman of the Park Board

APPROVED AS TO FORM:


Mark G. Sellers
City Attorney

APPROVED AS TO ADMINISTRATION:


Grant R. Brimhall
City Manager

CMO/lj
D175/A

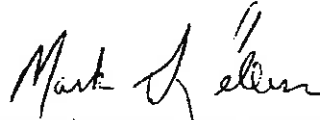
.....
PUBLIC AGENCY

STATE OF CALIFORNIA }
COUNTY OF VENTURA } SS.

On this 12 day of July 19 88, before me, the undersigned, appointed City Attorney of the City of Thousand Oaks and authorized to acknowledge instruments pursuant to Civil Code Section 1182, in and for said County and State,

personally appeared MJ V. Lazz for Grant R. Brimhall, personally known to be the person who executed this instrument as City Manager for the City of Thousand Oaks, and acknowledged to me that the City of Thousand Oaks executed it.

WITNESS my hand.



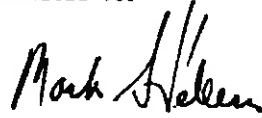
MARK G. SELLERS, CITY ATTORNEY
City of Thousand Oaks

STATE OF CALIFORNIA }
COUNTY OF VENTURA }

On this 12 day of July 19 88, before me, the undersigned, appointed City Attorney of the City of Thousand Oaks, and authorized to acknowledge instruments pursuant to Civil Code Section 1181, in and for said County and State,

personally appeared Richard Newman, personally known to be the person who executed this instrument as Chairman of the Board for the Conejo Recreation and Park District, and acknowledged to me that the Conejo Recreation and Park District executed it.

WITNESS my hand.



MARK G. SELLERS, CITY ATTORNEY
City of Thousand Oaks

.....

PUBLIC AGENCY

STATE OF CALIFORNIA }
COUNTY OF VENTURA }

On this 12 day of July 19 88, before me, the undersigned, appointed City Attorney of the City of Thousand Oaks, and authorized to acknowledge instruments pursuant to Civil Code Section 1181, in and for said County and State,

personally appeared Lee Laxdal, personally known to be the person who executed this instrument as Mayor for the City of Thousand Oaks, and acknowledged to me that the City of Thousand Oaks executed it.

WITNESS my hand.



MARK G. SELLERS, CITY ATTORNEY
City of Thousand Oaks

.....

LEGAL DESCRIPTION

That portion of Section 3, Township 1 north, Range 19 west, Rancho El Conejo, in the County of Ventura, State of California, as per map recorded in Book 1, Page 746 of Deeds, in the office of the County Recorder of said County, described as follows:

Beginning at the most westerly corner of Parcel "A" of LD 428 as per map recorded in Book 31, Page 99 of parcel maps in the office of the County Recorder of said County; thence along the boundary of Parcel "C" of said LD 428 the following 12 courses:

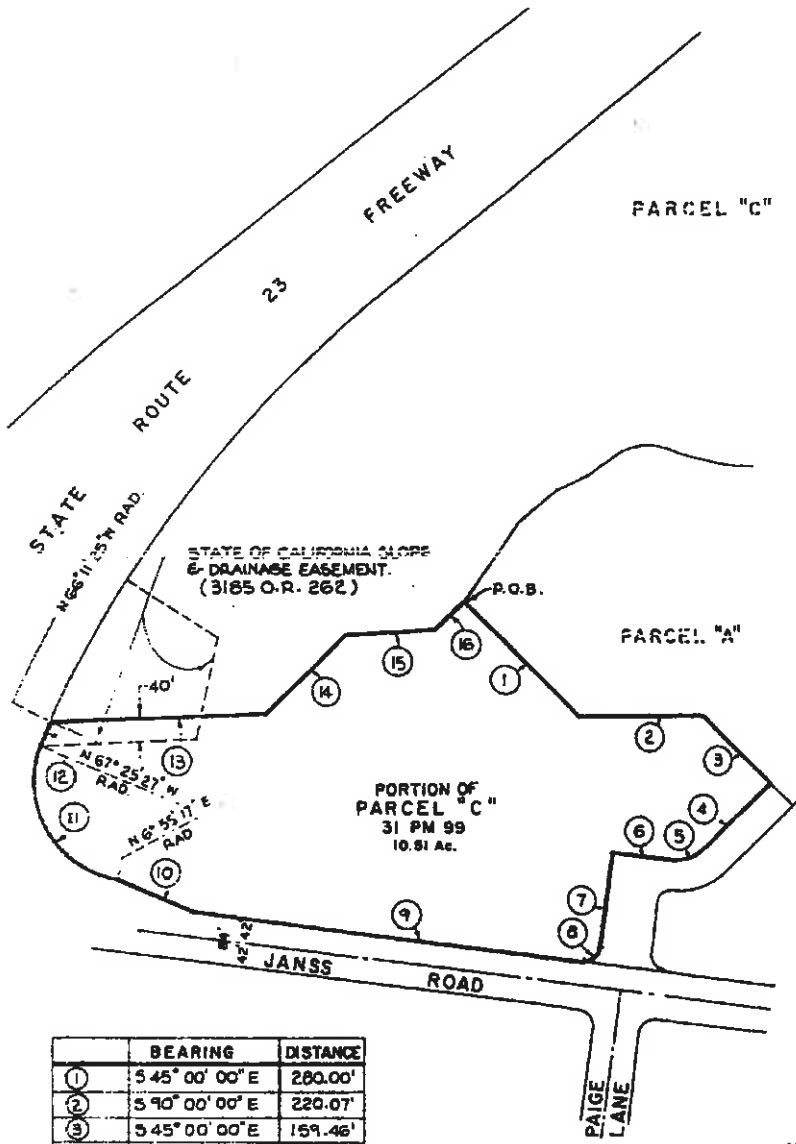
1. South 45°00'00" East 280.00 feet; thence
2. South 90°00'00" East 220.07 feet; thence
3. South 45°00'00" East 159.46 feet; thence
4. South 45°00'00" West 163.79 feet to the beginning of a curve concave northerly having a radius of 57.00 feet; thence, along said curve
5. Southwesterly and westerly through a central angle of 51°55'17" an arc length of 51.65 feet; thence
6. North 83°04'43" West 115.00 feet; thence
7. South 6°55'17" West 171.10 feet to the beginning of a curve concave northwesterly having a radius of 25.00 feet; thence, along said curve
8. Southerly, southwesterly and westerly through a central angle of 90°00'00" an arc length of 39.27 feet; thence
9. North 83°04'43" West 677.96 feet; thence
10. North 67°15'56" West 136.64 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 170.00 feet to which point of beginning a radial line bears South 6°55'17" West; thence, along said curve
11. Westerly, northwesterly and northerly through a central angle of 105°39'16" an arc length of 313.48 feet to the beginning of a compound curve concave southeasterly having a radius of 2045.00 feet to which point of beginning a radial line bears North 67°25'27" West; thence, along said curve
12. Northerly and northeasterly through a central angle of 1°14'02" an arc length of 44.04 feet to a line that is parallel with and distant 40.00 feet northerly measured at right angles to the southerly line of the "State of California Slope and Drainage Easement" per Book 3185, Page 262 of official records; thence, along said parallel line and leaving said boundary of Parcel "C"
13. North 88°27'49" East 370.00 feet; thence
14. North 45°00'00" East 200.00 feet; thence
15. North 88°27'49" East 145.35 feet; thence
16. North 45°00'00" East 79.75 feet to the point of beginning

The above described parcel contains 10.51 acres.

LL22/33

Exhibit "A"

Contract No. 1681-88



	BEARING	DISTANCE
1	S 45° 00' 00" E	280.00'
2	S 90° 00' 00" E	220.07'
3	S 45° 00' 00" E	159.46'
4	S 45° 00' 00" W	163.79'
5	Δ 51° 55' 17" R=57.00' L=51.65'	
6	N 85° 04' 43" W	115.00'
7	S 6° 55' 17" W	171.10'
8	Δ 90° 00' 00" R=25.00' L=39.27'	
9	N 85° 04' 43" W	677.96'
10	N 67° 15' 56" W	136.64'
11	Δ 105° 39' 16" R=170.00' L=313.48'	
12	Δ 1° 14' 02" R=2045.00' L=44.04'	
13	N 67° 15' 27" W	370.00'
14	N 45° 00' 00" E	200.00'
15	N 60° 27' 49" E	145.35'
16	N 45° 00' 00" E	79.75'

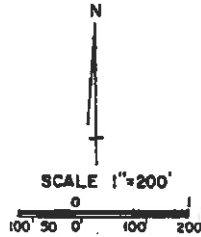


EXHIBIT "B"

Contract 1681-88

LD-428
PORTION OF
PARCEL "C"

SE 45.
280.
SE 90.
220.07
SE 45.
159.46
SW 45.
163.79
NW 45.
57.
SW 6.5517
57.
SW 70.57385
R= 51.5517
R= 57.
L= 51.65
T= 27.75
CORD
49.90400853
SEGMENT
386.7410685
NW 83.0443
115.
SW 6.5517
171.1
NW 83.0443
25.
SW 6.5517
25.
SW 51.5517
R= 90.
R= 25.
L= 39.27
T= 25.00
CORD
35.35533906
SEGMENT
356.7477042

NW 83.0443
677.96
NW 67.1556
136.64
NE 6.5517
170.
NW 67.2527
170.
NW 30.1505
R= 105.3916
R= 170.
L= 313.48
T= 224.19
CORD
270.9178084
SEGMENT
25464.11743
SE 67.2527
2045.
NW 66.1125
2045.
NE 23.1134
R= 1.1402
R= 2045.
L= 44.04
T= 22.02
CORD
44.03909048
SEGMENT
6.96122534
NE 88.2749
370.

NE 45.
200.
NE 88.2749
145.35
NE 45.
79.75
TOTAL ERROR
0.004
ACCURACY 1/
727214.
SQ FT
457916.17
ACRES
10.51
LAT.
-0.0006
DEP.
0.0043

LD-428
 PORTION OF
 PARCEL "C"

SE 45.
 280.
 SE 90.
 220.07
 SE 45.
 159.46
 SW 45.
 163.79
 NW 45.
 57.
 SW 6.5517
 57.
 SW 70.57385
 R= 51.5517
 R= 57.
 L= 51.65
 T= 27.75
 CORD
 49.90400853
 SEGMENT
 386.7410685
 NW 83.0443
 115.
 SW 6.5517
 171.1
 NW 83.0443
 25.
 SW 6.5517
 25.
 SW 51.5517
 R= 90.
 R= 25.
 L= 39.27
 T= 25.00
 CORD
 35.35533906
 SEGMENT
 356.7477042

NW 83.0443
 677.96
 NW 67.1556
 136.64
 NE 6.5517
 170.
 NW 67.2527
 170.
 NW 30.1505
 R= 105.3916
 R= 170.
 L= 313.48
 T= 224.19
 CORD
 270.9178084
 SEGMENT
 25464.11743
 SE 67.2527
 2045.
 NW 66.1125
 2045.
 NE 23.1134
 R= 1.1402
 R= 2045.
 L= 44.04
 T= 22.02
 CORD
 44.03909048
 SEGMENT
 6.96122534
 NE 88.2749
 370.

NE 45.
 200.
 NE 88.2749
 145.35
 NE 45.
 79.75

TOTAL ERROR
 0.004

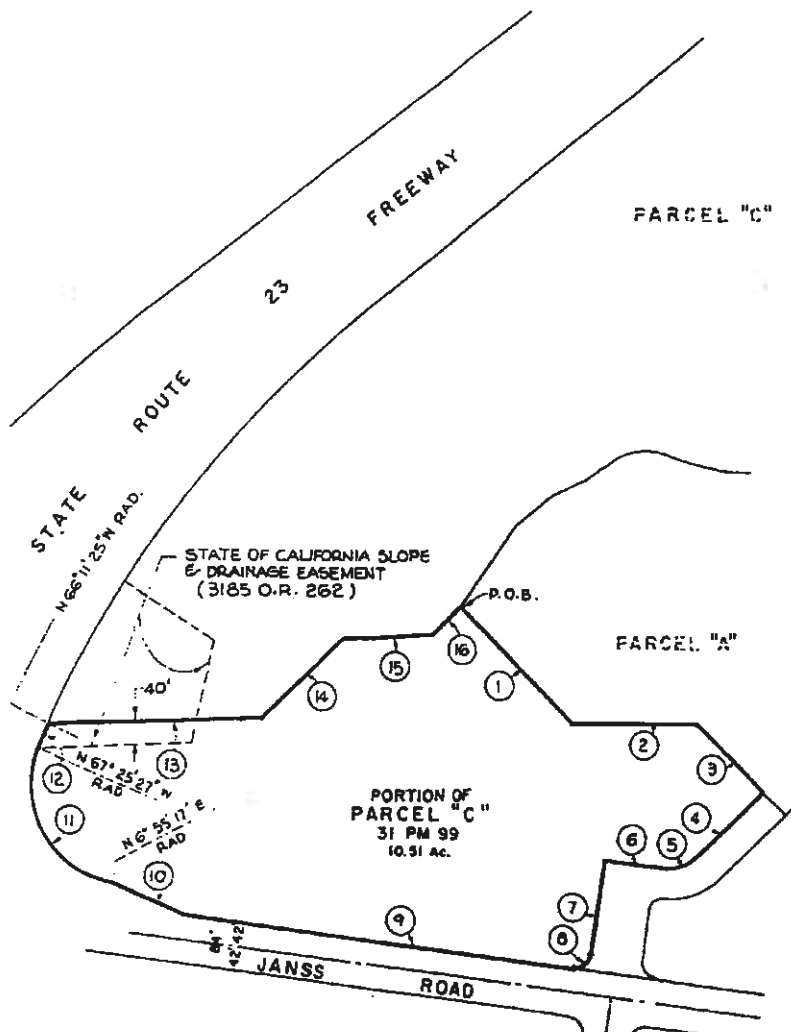
ACCURACY 1/
 727214.

80 FT
 457916.17

ACRES
 710.51

LAT.
 -0.0006

DEP.
 0.0043



	BEARING	DISTANCE
①	S 45° 00' 00" E	280.00'
②	S 90° 00' 00" E	220.07'
③	S 45° 00' 00" E	159.46'
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⑬	N 86° 27' 49" E	370.00'
⑭	N 45° 00' 00" E	200.00'
⑮	N 86° 27' 49" E	145.35'
⑯	N 45° 00' 00" E	79.75'

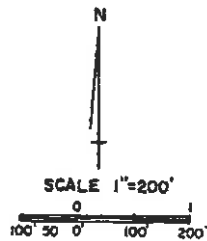


EXHIBIT "B"

Contract 1681-88

LEGAL DESCRIPTION

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Beginning at the most westerly corner of Parcel "A" of LD 428 as per map recorded in Book 31, Page 99 of parcel maps in the office of the County Recorder of said County; thence along the boundary of Parcel "C" of said LD 428 the following 12 courses:

1. South 45°00'00" East 280.00 feet; thence
2. South 90°00'00" East 220.07 feet; thence
3. South 45°00'00" East 159.46 feet; thence
4. South 45°00'00" West 163.79 feet to the beginning of a curve concave northerly having a radius of 57.00 feet; thence, along said curve
5. Southwesterly and westerly through a central angle of 51°55'17" an arc length of 51.65 feet; thence
6. North 83°04'43" West 115.00 feet; thence
7. South 6°55'17" West 171.10 feet to the beginning of a curve concave northwesterly having a radius of 25.00 feet; thence, along said curve
8. Southerly, southwesterly and westerly through a central angle of 90°00'00" an arc length of 39.27 feet; thence
9. North 83°04'43" West 677.96 feet; thence
10. North 67°15'56" West 136.64 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 170.00 feet to which point of beginning a radial line bears South 6°55'17" West; thence, along said curve
11. Westerly, northwesterly and northerly through a central angle of 105°39'16" an arc length of 313.48 feet to the beginning of a compound curve concave southeasterly having a radius of 2045.00 feet to which point of beginning a radial line bears North 67°25'27" West; thence, along said curve
12. Northerly and northeasterly through a central angle of 1°14'02" an arc length of 44.04 feet to a line that is parallel with and distant 40.00 feet northerly measured at right angles to the southerly line of the "State of California Slope and Drainage Easement" per Book 3185, Page 262 of official records; thence, along said parallel line and leaving said boundary of Parcel "C"
13. North 88°27'49" East 370.00 feet; thence
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15. North 88°27'49" East 145.35 feet; thence
16. North 45°00'00" East 79.75 feet to the point of beginning

The above described parcel contains 10.51 acres.


LL22/33

Exhibit "A"

Contract No. 1681-88

Recording Requested by and
when recorded return to:

Finance Director
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

"No Fee Required"
(Govt. Code Sec 6103 & 27383)
Recorded for the Benefit
of City of Thousand Oaks

Authorized Representative



20180809-00090932-0 1/5

Ventura County Clerk and Recorder
MARK A. LUNN
08/09/2018 09:01:10 AM
1370266 \$.00 ZE

Project Name: Sr/Teen Center Lease

**FIRST AMENDMENT TO LAND LEASE
BETWEEN THE CITY OF THOUSAND OAKS AND
THE CONEJO RECREATION AND PARK DISTRICT
FOR THE LEASE OF A PARCEL OF LAND FOR THE
CONSTRUCTION OF A SENIOR ADULT FACILITY AND TEEN CENTER**

Contract No. 1681-1988

THIS FIRST AMENDMENT to the land lease entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **CONEJO RECREATION AND PARK DISTRICT** ("District"), entitled Land Lease Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Lease of a Parcel of Land for the Construction of a Senior Adult Facility and Teen Center, recorded in the Official Records of Ventura County as Document No. 89-038114 and dated July 12, 1988 (herein "Lease") is entered this 10th day of July 2018.

RECITALS

- A. Section 5 A of Lease relating to cessation of use, currently, and as may have been previously amended, contains different provisions for cessation of use of the Teen Center and the Senior Adult Center.
- B. Section 8 of the Lease relating to ownership and removal of improvements, currently, and as may have been previously amended, contains different provisions for ownership and removal of improvements upon lease expiration of the Teen Center and the Senior Adult Center.
- C. Section 21 of the Lease relating to notices, currently, and as may have been previously amended, contains outdated addresses for the parties.
- D. The parties desire to amend the Lease so that the Teen Center and the Senior Adult Center are subject to the same provisions regarding cessation of use and ownership and removal of improvements.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Lease agree to amend Lease as described below:

Part 1. Section 5. A. 1) Teen Center of the Lease is hereby amended to read in its entirety as follows:

Teen Center - should the Teen Center cease being used as such during any time during the leasehold interest, the Teen Center and the entire premises may be used only for such uses as may be mutually agreeable to the City and District.

Part 2. Section 8. Ownership and Removal of Improvements of the Lease is hereby amended to read in its entirety as follows:

All improvements placed on the Premises by City during the term of this Agreement, shall be the property of the City until this lease expires when any left on the land shall become the property of the District. City shall be allowed a reasonable period of time after such termination in which to remove any fixtures or improvements.

Part 3. Section 21. Notices and Payments of the Lease is hereby amended to read in its entirety as follows:

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

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

Part 4. All terms used in Part 1 and 2 above shall have the meanings ascribed thereto in Lease. Except as amended in Part 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Land Lease Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Lease of a Parcel of Land for the Construction of a Senior Adult Facility and Teen Center as of the date set forth above.

CONEJO RECREATION AND PARK DISTRICT




Susan L. Holt, Chair

ATTEST:



Jim Friedl, General Manager

CITY OF THOUSAND OAKS



Andrew P. Fox, 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

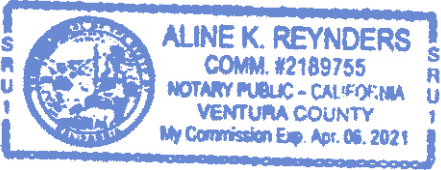
On July 5, 2018 before me, Aline K. Reynders, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Susan L. Holt
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 Aline K. Reynders
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
Corporate Officer — Title(s): _____
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other: _____
Signer Is Representing: _____

Signer's Name: _____
Corporate Officer — Title(s): _____
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 August 6, 2018 before me, Dominga L. Zambrano, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Andrew P. Fox
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 Dominga L. Zambrano
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT 2B

**Recording Requested by and
when recorded return to:**

**Finance Director
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362**

Project Name: Sr/Teen Center Lease

**LAND LEASE BETWEEN THE CONEJO RECREATION AND PARK DISTRICT
AND THE CITY OF THOUSAND OAKS
TO PROVIDE A SENIOR ADULT FACILITY AND TEEN CENTER**

This Agreement is entered this ___th day of June 2019 by and between the Conejo Recreation and Park District, a California special district, hereinafter called "District" and the City of Thousand Oaks, a California municipal corporation, hereinafter called "City".

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 (hereinafter called "District property"); and

WHEREAS, in furtherance to the cooperative relationship between the parties, the parties entered a land lease dated July 12, 1988 (recorded as document number 89-038114 and hereinafter called the "prior lease") for a portion of District property for the construction of a Senior Adult Facility and Teen Center; and

WHEREAS, pursuant to the prior lease, City constructed and own three improvements on 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 (known as the Goebel Adult Community Center);
- Three parking lots which serve the facilities.

WHEREAS, in furtherance to 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 to 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 safe place for teens to participate in supervised recreation; and

WHEREAS, the parties may desire to construct, or cause to be constructed, additional recreation facilities or modification to the existing facilities to enhance the capabilities of delivering recreation services; and

WHEREAS, the parties desire to strengthen, renew and update the lease terms to better support their cooperative relationship.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. PROPERTY LEASED

District hereby leases to City and City hereby rents for the sum of one dollar (\$1.00) per year from District the property, hereinafter called "Premises", located in the County of Ventura, State of California, described as follows:

That portion of Parcel "C" LD 428 in the City of Thousand Oaks, County of Ventura, State of California, as per map recorded in Book 31, Page 99 of the parcel map in the office of the County Recorder of said County as described in Exhibits A and B attached.

2. TERM

The term of this Agreement shall be for a period of fifty (50) years commencing on the first day of the calendar month following the day the Agreement has been executed by both parties. Upon commencement of the term of this Agreement, the prior agreement shall terminate. It is the parties' intention that the tenancy be uninterrupted and there be no change in ownership of any facilities as a result of the termination of the prior lease.

3. OPTION

City may, at its option, extend this Agreement for two additional twenty-four (24) year periods. Each period shall commence on the day following the termination of the preceding term and shall terminate twenty-four (24) years after the termination of the preceding term. The option for each period shall be exercised separately by City giving District written notice at least six (6) months prior to the expiration of each applicable period. The extensions shall be on all the terms and conditions as are contained herein.

4. HOLDOVER

If City holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of District, either expressed or implied, City shall become a tenant from month to month. Such tenancy shall be subject to all the terms and conditions of this Agreement.

5. USE

City shall use Premises to provide, or cause to be provided, needed community recreational services. It is the expectation of the parties that City will provide these services through a separate operation agreement with District to operate the Goebel Adult Community Center and the Alex Fiore Thousand Oaks Teen Center. Other incidental public uses may also occur at Premises. The parking lots on the premises may be used jointly with patrons of the Library.

6. CESSATION OF ORIGINAL USE

Use of the premises other than as an adult community center or teen center shall only be permitted upon the mutual agreement of the parties.

7. IMPROVEMENTS BY CITY

The City may make such additions and substantial alterations to the Premises, as the parties may from time to time mutually deem desirable.

8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS

All improvements placed on the Premises by City during the term of this Agreement, including the existing facilities and improvements, shall be the property of the City until this Agreement expires when any left on the land shall become the property of the District. City shall be allowed a reasonable period of time after such termination in which to remove any fixtures or improvements.

9. REPAIRS AND MAINTENANCE

Obligations between the parties for repair and maintenance shall be agreed between the parties in a separate operating agreement.

10. ENTRY ON PREMISES

City and District may enter upon the Premises and any improvements placed thereon at all reasonable times to examine the condition thereof and to provide such maintenance and services as appropriate, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by either entity.

11. 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.

12. WAIVER

A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

13. PARTIES BOUND AND BENEFITTED

The covenants, terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assignee of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

14. CONDEMNATION

If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If only a part of the Premises should be taken under eminent domain, City shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If City remains in possession, all of the terms hereof shall continue in effect with respect to the remainder of the Premises. If such taking under the power of eminent domain occurs, compensation attributable to the improvements of City shall belong to City, and compensation attributable to the real property of District shall belong to District. If either the whole or part of the Premises should be taken by a public authority under the power of eminent domain, or if an act or omission of inverse condemnation shall occur causing damage to this property, the District's interest shall be valued based upon the full fair market value of the property interest taken or compromised as though the leasehold interest did not exist on the subject property. The City interest in such case shall be valued based upon the buildings, improvements and appurtenances minus any reversionary interest of the District therein.

15. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto and no obligation other than those set forth herein will be recognized.

16. AGREEMENT MODIFICATION

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval by the City and District.

17. ARTICLE HEADINGS

Article 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.

18. RECORDATION

The signatures of the parties to this Agreement shall be acknowledged, and the Agreement shall be recorded in the Office of the Ventura County Recorder.

19. ASSIGNMENT

This Agreement is not assignable by District without City's prior written consent.

20. SUBCONTRACTING

No part of the work described in this Agreement may be subcontracted out to other parties.

21. MUTUAL INDEMNIFICATION

District shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with District's negligence, recklessness or willful misconduct in the performance of obligations hereunder or its failure to comply with any of its obligations contained in the Agreement.

City shall indemnify, defend with legal counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with City's negligence, recklessness or willful misconduct in the performance of obligations hereunder or its failure to comply with any of its obligations contained in the Agreement.

Should conflict of interest principles preclude a single legal counsel from representing both City and District, then the indemnifying party shall reimburse the indemnified party its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation.

The indemnification obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee.

22. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

23. NOTICES

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

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 execute this Land Lease Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Lease for the Operation of a Senior Adult Facility and Teen Center as of the date set forth above.

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

EXHIBIT 3A

**OPERATING AGREEMENT BETWEEN THE CITY OF THOUSAND OAKS
AND THE CONEJO RECREATION AND PARK DISTRICT
FOR THE SENIOR ADULT CENTER**

This Agreement, entered into this 12th day of July, 1988, 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."

WITNESSETH:

WHEREAS, City is a municipal corporation located in the County of Ventura, State of California, and will be the owner of the new Goebel senior adult center building to be located on real property owned by District and leased to the City which is described in Exhibit A, attached hereto and incorporated herein by this reference; 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, said District provides recreation and park services for the citizens of the City of Thousand Oaks and as a result thereof, City has been relieved of the obligation of providing said services to its citizens; and

WHEREAS, City and District are desirous of entering into an agreement relative to the operation and maintenance of the Goebel Senior Adult Center, wherein District undertakes to perform all recreational services connected therewith, and City assumes other responsibilities; and

WHEREAS, the Government Code of the State of California empowers the City and Public Resources Code empowers the District to acquire sites for and to acquire, construct, maintain, and operate facilities, including buildings, parking, and landscaping necessary and convenient for recreational purposes and for other public and municipal purposes; and

WHEREAS, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, provides that two or more public agencies by agreement may join in the exercise of any power common to each of them and this agreement is entered into pursuant to said joint exercise of powers authority.

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

1. BASIC AGREEMENT

As a follow-up to that certain Land Lease separately entered into between District and City allowing for the nonexclusive use of the real property described in Exhibit A, attached hereto, district hereby agrees to the terms and conditions herein and agrees to commence and maintain recreational programs for senior adults pursuant to the provisions hereof at the new Goebel Senior Adult Center, a facility to be constructed of approximately

17,400 square feet. The District shall, at its own and sole expense, operate, commence and maintain the recreational programs described herein upon the completion and acceptance by the City of the building is referred to as the new Goebel Senior Adult Center, Janss Road, Thousand Oaks, California. The City hereby, authorize the District to have the non-exclusive use of the Goebel Senior Adult Center facility for the above described operation of senior recreational purposes.

2. TERM

The term of this agreement shall be for a period of 30 years, which term shall commence upon the date of this agreement. However, that 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 sixty (60) days prior to June 30th of each and every year of the term hereof. In the event written notice of termination is not timely (on or before sixty (60) days prior to June 30), said notice shall become effective, and the termination pursuant thereto shall become effective on June 30 of the following year.

3. ACTIVITIES OF DISTRICT

At and/or within the Goebel Senior Adult Center, the District shall organize, manage, and conduct recreation programs and related services designed primarily for senior 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 Senior Adult Center. District shall act as the coordinating agency for all senior citizens 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 premises by District shall be nonexclusive and that City and District have the right to use said premises for other than recreational and public purposes. City shall schedule all their uses through District. The parties agree to use every reasonable effort to coordinate said premises use and to avoid conflict in the scheduling thereof.

4. UTILITIES

The City shall provide at its own expense the following utilities necessary for the operation and use of the premises: electricity, gas, water, sewer and refuse collection. District shall provide at its expense the following utilities which may be used in connection with its recreational programs: telephone service and cable TV service.

5. MAINTENANCE OF PREMISES

City shall provide and maintain at its expense all interior and exterior maintenance of the premises, including interior custodian services, plant and irrigation systems. District shall have no responsibility for either interior or exterior maintenance of the premises.

6. FURNISHING AND EQUIPMENT

District shall provide and maintain at its expense all interior furnishings. City shall have no responsibility for interior furnishings, their repair or upkeep.

7. 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.

8. 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 Senior Adult Center improvements or of the City's interest under its lease of the land on which the same is located.

9. 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.

10. AMENDMENTS

No alteration, variation, or amendment of the terms of this agreement is valid unless made in writing and signed by the parties and that 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.

11. 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.

12. MANNER OF GIVING NOTICE

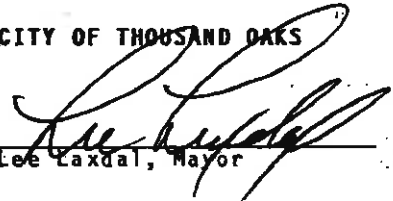
Notices given pursuant to the provisions of this agreement or necessary to carry out its provision shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid addressed to such person. The addresses for this purpose shall be as follows:

City: City Manager
 City of Thousand Oaks
 2150 West Hillcrest Drive
 Thousand Oaks, CA 91320

District: General Manager
Conejo Recreation and Park District
1 Boardwalk, Suite 200
Thousand Oaks, CA 91360


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.

CITY OF THOUSAND OAKS



Lee Laxdal, Mayor

CONEJO RECREATION AND PARK DISTRICT



Tex Ward
General Manager and Secretary
to the Board of Directors

ATTEST:



Nancy J. Dillon, City Clerk

APPROVED AS TO FORM:



Mark G. Sellers
City Attorney

APPROVED AS TO ADMINISTRATION:



Grant R. Brimhall
City Manager

CMO:1j
D176/A

**FIRST AMENDMENT TO
OPERATING AGREEMENT
BETWEEN THE CITY OF THOUSAND OAKS
AND
THE CONEJO RECREATION AND PARK DISTRICT
FOR THE SENIOR ADULT CENTER**

Contract No. 1680-1988

THIS FIRST AMENDMENT to the Operating Agreement Between the City of Thousand Oaks, a municipal corporation, (hereafter "City") and the Conejo Recreation and Park District, a California special district, (hereafter "DISTRICT") for the Senior Adult Center, entitled Operating Agreement Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Senior Adult Center and dated July 12, 1988 (herein "Agreement") is made this 10th day of July, 2018.

RECITALS

- A. Section 2 of Agreement, currently, and as may have been previously amended, provides for a termination date of July 12, 2018.
- B. CITY and DISTRICT desire to extend the date of the Agreement and update the notice provisions while keeping all other terms intact.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Agreement agree to amend Agreement as described below:

Part 1. The Agreement is extended for a period of twenty years and Section 2 is hereby amended to read in its entirety as follows:

The term of this agreement shall be for a period of 50 years, which term shall commence upon the date of this agreement. However, that 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 sixty (60) days prior to June 30th of each and every year of the term hereof.

In the event written notice of termination is not timely (on or before sixty (60) days prior to June 30), said notice shall become effective, and the termination pursuant thereto shall become effective on June 30 of the following year.

Part 2. Section 12 is hereby amended to read in its entirety as follows:

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:

City:
City Manager
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

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

Part 3. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Part 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Operating Agreement Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Senior Adult Center as of the date set forth above.

CONEJO RECREATION AND PARK
DISTRICT



Susan L. Holt, Chair

ATTEST:



Jim Friedl, General Manager

CITY OF THOUSAND OAKS



Andrew P. Fox, 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

EXHIBIT 3B

**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 ___th 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 to 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 to 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 7th grade to 12th 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;

- h. Parking lot paving, curb, gutters, exterior walkways drainage systems, lighting (fixtures and lamps), and flag pole.
 - ii. Painting
 - a. Exterior: every 10 years as needed, but no less than every 14 years.
 - b. Interior: every 7 years as needed, but no less than every 10 years.
 - iii. Ceiling Tiles: replacement due to water intrusion from roof or plumbing.
 - iv. Landscaping
 - a. Irrigation system. Maintain irrigation system for landscaping.
 - b. Water for landscaping. Provide water for landscaping irrigation system.
 - c. Plant maintenance and replacement as needed to provide 100% plant or mulch coverage.
 - v. Security: one unarmed security guard to conduct one time (1x) daily, seven (7) days per week, after-hours night patrol including driving of premises and checking all exterior doors and appropriately documenting and responding to any security concerns and observations.
 - vi. Fire Extinguisher: provide extinguishers per Fire Code standards, maintenance, and testing as required.
 - vii. Exterior pressure washing of sidewalks/patios four times (4x) per year.
 - viii. Exterior trash receptacles including maintenance of trash enclosure.
 - ix. Grease interceptor: provide cleaning/maintenance annually.
 - x. Teen Center Copier: Lease and maintenance of one standard copier.
- B. District shall provide for and maintain, at its expense, the facilities, as follows:
- i. Lighting: bulb/lamp replacement for all free-standing/plug-in fixtures.
 - ii. Ceiling Tiles: replacement due to operational damage.
 - iii. Janitorial
 - a. Daily/routine cleaning
 - b. Unclogging toilets/sinks (plunger only)
 - c. Supplies: toilet paper/paper towels/seat covers/cleaning products
 - d. Hard floor cleaning/stripping & waxing
 - e. Window washing
 - f. Wood Floor: regular cleaning/polishing/annual scuff and seal
 - iv. Pest Control: interior and exterior services

- 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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

CITY OF THOUSAND OAKS

Chuck Huffer, Chair

Robert McCoy, Mayor

ATTEST:

ATTEST:

Jim Friedl, General Manager

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers
City Manager

APPROVED AS TO FORM:

Tracy M. Noonan
City Attorney

EXHIBIT 4A

CONTRACT FOR SERVICES CONEJO RECREATION AND PARK DISTRICT

Agreement made and entered into in the County of Ventura by and between the Conejo Recreation and Park District, hereinafter referred to as "Owner," and **Excellent Building Maintenance** hereinafter referred to as "Contractor."

1. Contractor shall furnish all materials and perform all of the work for the completion of **custodial services** in accordance with the Contract Documents which includes the Request for Proposal.

Owner reserves right to utilize services of the Contractor as per the scope of the services agreement on an as-needed/requested basis by the Owner. Owner reserves the right to utilize another contractor to perform similar services at any time.

2. Contractor shall perform work in accordance with service rates (Exhibit A).
3. The service rates shall be considered full compensation to Contractor for furnishing all materials and for doing all the work contemplated and embraced in this agreement, also from the actions of the elements, from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents.
4. Contractor shall indemnify and hold harmless the Owner against all claims for damages growing out of the execution of said work. Contractor shall obtain a policy of comprehensive bodily injury and property damage liability insurance whose provisions conform to the article and worker's compensation insurance as required by law. Contractor shall maintain such policies in full force and effect at all times until acceptance of work by Owner. Concurrently with execution of this Contract, Contractor shall furnish to Owner a Certificate of Insurance.
 - (a) Policy shall name as additional insured with Contractor, Conejo Recreation and Park District, City of Thousand Oaks and COSCA, its directors, officers, agents, and employees.
 - (b) Policy shall insure above-mentioned while acting within the scope of their duties, against all claims, suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including any death arising out of or connected with the work under this Contract.

- (c) **Minimum limits of coverage of the policy shall be:**
- I. **Bodily Injury: \$500,000 each person; \$1,000,000 each occurrence, \$2,000,000 aggregate.**
 - II. **Property Damage: \$250,000 each occurrence.**
- (d) **Terms of Policy:**
- I. **Insurer shall not cancel or modify policy without ten (10) days prior written notice to Owner.**
 - II. **Owner shall not be responsible for any premiums or assessments on policy.**
5. **Owner reserves the right to do other work in connection with project or adjacent thereto by Contract or otherwise, and Contractor shall at all times conduct his work so as to impose no hardship on Owner or others engaged in the work, nor to cause any unreasonable delay or hindrance thereto.**
 6. **Contractor shall furnish materials, articles, and equipment in ample quantities and at such times as to insure uninterrupted progress of the work. No advertising of any description will be permitted in or about the work, except as provided for in the specifications.**
 7. **Owner may require additional work to be performed at a negotiated cost with the Contractor.**
 8. **Owner may, at its sole discretion, with 30 days' notice to the Contractor, modify the scope of work by deleting portions of the Contract.**
 9. **Owner shall be entitled to all costs including reasonable attorney's fees necessarily incurred to enforce any provisions of this Contract.**
 10. **Contractor hereby unconditionally guarantees that the work will be done in accordance with requirements of Contract.**
 11. **Contractor further agrees that within ten (10) calendar days after being notified in writing by Owner of any work not in accordance with requirements of Contract or any defects in the work, Contractor will commence and prosecute with due diligence all work necessary to fulfill terms of this guarantee/warranty, and to complete the work within a reasonable period of time, and in event he fails to so comply, he does hereby authorize said Owner to proceed to have such work done at Contractor's expense and Contractor will pay cost thereof upon demand.**

12. Owner, by notifying Contractor in writing, may upon 90 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no notice period need be given. In the event of termination, Contractor shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by Owner to Contractor within 30 days following submission of a final statement by Contractor unless termination is for cause. In such event, Contractor shall be compensated only to the extent required by law.
13. This contract is to be in effect from January 21, 2017 to June 31, 2021 with two optional one-year extensions. The term of the contract may be extended based on the mutual agreement of both parties. Service rates may be adjusted at the beginning of each year at the approval of the Owner and Contractor.
14. As used herein, the singular includes the plural, the masculine pronoun includes the feminine or neutral as required.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first indicated below.

CONEJO RECREATION & PARK DISTRICT

Date: 1/19/17

By: 
James Fried, General Manager

EXCELLENT BUILDING MAINTENANCE

Date: 1/23/17

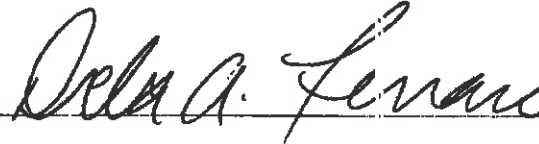
By: 

EXHIBIT A

PROVIDE CUSTODIAL SERVICES AT THE CONEJO RECREATION AND PARK DISTRICT SERVICE RATES

1.	Borchard Community Center Provide services as described on pages A-1 thru A-3	\$11,320.50 per month
2.	Conejo Community Center Provide services as described on pages A-4 thru A-6	\$1,548.36 per month
3.	Conejo Creek South Park Provide services as described on page A-7	\$1,765.62 per month
4.	Dos Vientos Community Center Provide services as described on pages A-8 thru A-9	\$1,262.98 per month
5.	Old Meadows Center Provide services as described on pages A-10 thru A-11	\$1,125.06 per month
6.	Rancho Conejo Playfield Provide services as described on page A-12	\$364.14 per month
7.	Thousand Oaks Community Center Provide services as described on pages A-13 thru A-14	\$2,566.30 per month
TOTAL		\$12,952.96 per month

-OR-
(amount written out):

Twelve Thousand Nine Hundred Fifty-Two Dollars and Ninety-Six Cents

EXHIBIT 4B

**CUSTODIAL SERVICES CONTRACT
Amendment #1**

THIS AMENDMENT TO THE January 2017 CUSTODIAL SERVICES CONTRACT, hereinafter called "Amendment #1", is made and entered into, by and between the Conejo Recreation and Park District, hereinafter referred to as "Owner," and Excellent Building Maintenance, hereinafter referred to as "Contractor."

The parties agree that the by Amendment #1 additional custodial services shall be provided by Contractor at the Alex Fiore Teen Center, Goebel Adult Community Center, and the Hillcrest Center for the Arts as described in Exhibit B. The contract price is increased by \$8,020.80 per month.

All other terms and conditions of the January 2017 CUSTODIAL SERVICES CONTRACT apply.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written below.

CONEJO RECREATION & PARK DISTRICT

Dated: _____

By: _____
Jim Friedl, General Manager

Dated: _____

By: _____

EXHIBIT B

**PROVIDE CUSTODIAL SERVICES AT THE
CONEJO RECREATION AND PARK DISTRICT
SERVICE RATES**

1. **Alex Fiore Teen Center** \$ 3,393.90 per month
Provide services as described on pages B-1 thru B-3

2. **Goebel Adult Community Center** \$ 4,626.90 per month
Provide services as described on pages B-4 thru B-5

TOTAL

\$ 8,020.80 per month

Or (amount written out):

Eight Thousand Twenty dollars and Eighty cents

**CRPD Janitorial Service Contract
Alex Fiore Teen Center
1375 E. Janss Road, Thousand Oaks, CA 91362**

DAILY – 7X PER WEEK

ALL CARPETED AREAS

- Vacuum
- Spot clean all carpeting

ALL VINYL/TILE FLOORING AREAS

- Sweep and wet mop (make sure to remove all spills and stains. Do NOT wet mop wood flooring)

THROUGHOUT FACILITY

- Empty all trash receptacles, including recycle bins. Replace all soiled liners.
- Dust all cleared surfaces, including cabinets, tables, window sills, shelves, counters, work surfaces and partitions. Do NOT clean computer monitors.
- Clean glass of entry doors and all display cabinets.
- Spot clean walls and light switches.
- Remove all gum and other foreign substances.
- Clean and disinfect all drinking fountains.
- Sanitize all door hardware.

KITCHEN

- Empty trash containers, replacing liners as needed
- Sweep and damp-mop vinyl floors
- Wipe clean and disinfect counter tops and back-splashes
- Wipe clean and disinfect sink and polish chrome fixtures
- Restock all paper products
- Tur of coffee machines and wipe clean
- Empty coffee pots and soak interior with coffee pot cleaner. Empty coffee maker to remove used coffee and filters
- Clean and disinfect refrigerator exterior
- Spot clean and disinfect cabinet door hardware
- Spot clean light switches, garbage disposal switches, etc.

RESTROOMS

- Clean 2 restrooms: 8 toilets, 6 lavatories, 3 urinals
- Empty trash and re-fill feminine products receptacles
- Wash and sanitize all urinals, commodes and lavatories with disinfectant cleaner following the product manufacturer's recommended practices
- Clean and sanitize water-free urinals: DO NOT USE WATER OR EMPTY WATER CONTAINERS INOT URINAL
- Check cartridge sealant to assure that it is at a functional level
- Replace sealant cartridge as required
- Operate all urinals, toilets and faucets to check proper function and inspect for leaks. Report problems to Facility Supervisor/Building Maintenance Supervisor.

- Wash and disinfect countertops with disinfectant cleaner
- Clean and disinfect diaper changing station(s)
- Spot clean mirrors with streak-free glass cleaner
- Clean and disinfect feminine products receptacles, paper towel dispenser surfaces, and air dryers
- Test operation and refill all soap dispensers. Report problems to Facility Supervisor/Building Maintenance Supervisor
- Re-stock toilet paper, paper towels and toilet seat covers (DO NOT leave spare rolls on toilet or anywhere other than in dispensers): Change roll when there is ¼" or less paper remaining on the core
- Sweep, damp-mop and disinfect floors, walls up to 4' from floor, clean and disinfect metal partitions and doors with special attention around urinals
- Add deodorizer/water to floor drains to avoid sewer gas out-gassing through the trap
- Inspect lights and notify Facility Supervisor/Building Maintenance Supervisor if any are not working
- Check aerosol deodorizers and replace canisters as required
- Disinfect door push/pulls or handles upon completing cleaning and leaving restroom

GAME ROOM

- Standard cleaning. Do NOT clean pool table surface.

GYMNASIUM

- Wood floor cleaning
- Sweep or dust-mop (with untreated mop only) to remove dust, grit, or other abrasive particles. Use Pacific Sport Clean Concentrate or equivalent. Dilution of 1:8, chemical to water for dampening the dust mop heads only. DO NOT USE ANY DUST MOP TREATMENTS. Replace soiled mop covers as necessary. Continued use of soiled covers will cause streaking.
- Damp wipe all spills or spots with Pacific Sport Clean Concentrate or equivalent diluted 1:8, chemical to water ratio
- Clean and disinfect drinking fountain area.

WEEKLY – 1X PER WEEK

THROUGHOUT FACILITY

- Polish/buff vinyl flooring
- Vacuum and spot clean vinyl, upholstery (chairs, couches, and panels).

MONTHLY – 1X PER MONTH

THROUGHOUT FACILITY

- High dusting to include high shelving, vents, and lighting fixtures less than 10' high.
- Descale drinking fountains
- Machine scrub ceramic/natural tile. Do NOT wax ceramic, terrazzo, or natural flooring/materials.

QUARTERLY – 4X PER YEAR

THROUGHOUT FACILITY

- Strip and wax all vinyl flooring

ANNUALLY – 1X PER YEAR

THROUGHOUT FACILITY

- Clean carpets – steam extraction

SUPPLIES: All supplies to be included in monthly cost and provided by the contractor at all locations mentioned.

**CRPD Janitorial Service Contract
Goebel Adult Community Center
1385 E. Janss Road, Thousand Oaks, CA 91362**

DAILY – 7X PER WEEK

ALL CARPETED AREAS

- Vacuum
- Spot clean all carpeting

ALL VINYL FLOORING AREAS

- Sweep and wet mop. Do NOT wet mop wood flooring.

MULTI-PURPOSE ROOM

- Wood floor cleaning
- Sweep or dust-mop (with untreated mop only) to remove dust, grit, or other abrasive particles. Use Pacific Sport Clean Concentrate or equivalent. Dilution of 1:8, chemical to water for dampening the dust mop heads only. **DO NOT USE ANY DUST MOP TREATMENTS.** Replace soiled mop covers as necessary. Continued use of soiled covers will cause streaking.
- Damp wipe all spills or spots with Pacific Sport Clean Concentrate or equivalent diluted 1:8, chemical to water ratio

THROUGHOUT FACILITY

- Empty all trash receptacles, including recycle bins. Replace all soiled liners. Close bins and bin enclosure doors.
- Dust all cleared surfaces, including cabinets, tables, window sills, shelves, counters, work surfaces, and partitions.
- Spot clean all doors, walls, partitions, and light switches.
- Sanitize all door hardware.
- Clean glass of entry doors and all display cabinets.

RESTROOMS:

- Clean six restrooms: 11 toilets, 11 lavatories, and 3 urinals
- Empty trash and re-fill feminine products receptacles
- Wash and sanitize all urinals, commodes and lavatories with disinfectant cleaner following the product manufacturer's recommended practices
- Clean and sanitize water-free urinals: **DO NOT USE WATER OR EMPTY WATER CONTAINERS INOT URINAL**
- Check cartridge sealant to assure that it is at a functional level
- Replace sealant cartridge as required
- Operate all urinals, toilets and faucets to check proper function and inspect for leaks. Report problems to Facility Supervisor/Building Maintenance Supervisor.
- Wash and disinfect countertops with disinfectant cleaner
- Clean and disinfect diaper changing station(s)
- Spot clean mirrors with streak-free glass cleaner
- Clean and disinfect feminine products receptacles, paper towel dispenser surfaces, and air dryers

- Test operation and refill all soap dispensers. Report problems to Facility Supervisor/Building Maintenance Supervisor
- Re-stock toilet paper, paper towels and toilet seat covers (DO NOT leave spare rolls on toilet or anywhere other than in dispensers): Change roll when there is 1/4" or less paper remaining on the core
- Sweep, damp-mop and disinfect floors, walls up to 4' from floor, clean and disinfect metal partitions and doors with special attention around urinals
- Add deodorizer/water to floor drains to avoid sewer gas out-gassing through the trap
- Inspect lights and notify Facility Supervisor/Building Maintenance Supervisor if any are not working
- Check aerosol deodorizers and replace canisters as required
- Disinfect door push/pulls or handles upon completing cleaning and leaving restroom

WEEKLY – 1X PER WEEK

ALL VINYL FLOORING AREAS

- Polish/buff vinyl flooring

THROUGHOUT FACILITY

- Vacuum and spot clean upholstery (chairs, couches, and panels).

MONTHLY – 1X PER MONTH

THROUGHOUT FACILITY

- Machine scrub ceramic/natural tile. Do NOT wax ceramic, terrazzo, or natural flooring/materials.

QUARTERLY – 4X PER YEAR

THROUGHOUT FACILITY

- Strip and wax all vinyl flooring. Do NOT wax ceramic tile floors.

SEMI-ANNUAL – 2X PER YEAR

THROUGHOUT FACILITY

- High dusting to include high shelving, vents, and lighting fixtures.

ANNUALLY – 1X PER YEAR

THROUGHOUT FACILITY

- Clean carpets – steam extraction

SUPPLIES: All supplies to be included in monthly cost and provided by the contractor at all locations mentioned.

EXHIBIT 5



**ALEX FIORE THOUSAND OAKS TEEN CENTER
EXPANSION AND RENOVATION AND GOEBEL ADULT
COMMUNITY CENTER RENOVATION
CONCEPT PLAN
JANUARY 2019**

EXHIBIT 6

**AGREEMENT FOR CAPITAL IMPROVEMENTS GRANT
BY AND BETWEEN THE CITY OF THOUSAND OAKS
AND THE CONEJO RECREATION AND PARK DISTRICT**

This AGREEMENT made and entered into this ___th 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**, an independent special district, herein referred to as " District."

RECITALS

WHEREAS City is a municipal corporation organized and operating under the laws of the State of California; and

WHEREAS District is an independent special district organized under the laws of the State of California and qualifying for Federal Exempt Status and conducting operations within City; and

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 certain real property at 1375 E Janss Road (APNs 677-0-100-345 and 677-0-100-375) and 1385 E Janss Road (APN 677-0-100-375) in the City of Thousand Oaks, which has been leased to City and is proposed to be improved and expanded ("Project"); 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;
- A 21,000 square foot facility located at 1385 East Janss Road;
- 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 to the cooperative relationship between the parties, District operates the Alex Fiore Thousand Oaks Teen Center ("Teen Center") in the City-owned facility at 1375 East Janss Road; and

WHEREAS in furtherance to the cooperative relationship between the parties, District operates Goebel Adult Community Center (“Goebel Center”) in the City-owned facility at 1385 East Janss Road; and

WHEREAS the Goebel Center enhances the leisure time capabilities of the senior adult populous of the Conejo Valley and the Teen Center provides a safe place for teens to partake in non-school activities; and

WHEREAS City and District are desirous of expanding and renovating the Teen Center and renovating the Adult Center; and

WHEREAS on June 11, 2019, Thousand Oaks City Council authorized a grant of City funds to District for the Project based on specific terms and conditions described in this Agreement.

NOW THEREFORE, in consideration of the covenants and terms set forth herein, City and District agree as follows:

1. GRANT AMOUNT

City hereby agrees to provide a monetary grant from its General Fund an amount up to THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for design and development of the Project. Payment is subject to District’s design and development of the Project, submittal to City of costs incurred for said design and development articulated in this Agreement, and City’s subsequent approval of documents required by this Agreement.

As consideration, District agrees to complete design and development of the Project, conceptually shown in Exhibit A.

Upon successful completion of the design and development of the Project, City and District shall meet and confer and potentially enter into a mutually agreed upon Grant Agreement for the construction of the Project.

2. PAYMENT OF GRANT FUNDS

District will receive payment of such Grant as follows:

District shall submit to City evidence of completion of or portions of the Project design and development (copy of contractor invoice shall suffice); City shall pay District 100% of the amount requested for each portion completed and approved within thirty (30) days of City’s receipt; provided the total amount paid shall not exceed \$300,000.00.

3. RELATIONSHIP OF PARTIES

It is expressly understood and agreed that City does not, in any way or for any purpose, by providing this grant become a partner of District in the

conduct of District's business or activities, or become a joint venture, or a member of a joint enterprise with District. It is further understood and agreed that the officers, employees and/or agents of City shall not be considered, for any purpose, to be employees or agents of District.

It is expressly understood and agreed that District does not, in any way or for any purpose, by accepting this grant become a partner of City in the conduct of City's business or activities, or become a joint venture, or a member of a joint enterprise with City. It is further understood and agreed that the officers, employees and/or agents of District shall not be considered, for any purpose, to be employees or agents of City.

4. USE OF GRANT

District understands and agrees the use of this grant is subject to the express terms and conditions of this Agreement.

5. PERMITS AND LICENSES

District, or its designee, at its sole expense, will obtain and maintain during the term of this Agreement, all appropriate permits and licenses, and certificates that may be required in connection with the performance of Project design and development under this Agreement.

6. PROJECT COORDINATION AND SUPERVISION

District's Parks and Planning Division will monitor the progress and execution of this Agreement. City will designate a representative, Facilities Manager, to provide supervision and have the overall responsibility for the progress and execution of this Agreement.

7. TERM

This Agreement will terminate upon the completion of the Project's design and development, [currently projected to be January 1, 2020], or until all Grant funding from City has been utilized.

8. AUDIT AND INSPECTION OF PROJECT

District acknowledges that City may conduct an audit of District's financial records of the Project at any time. District shall keep such records for a period of two (2) years after final disbursement of Project expenditures. During a period of two (2) years after final disbursement, and at any time upon a five (5) business day advance notice, District shall make available, during normal business hours, to representatives of City for examination, audit and/or reproduction all of its records with respect to the Project construction expenditures. District will gather, identify, and provide City, or City's authorized representatives, access to such records. District will

provide to City an accounting summary of Project revenues and expenditures upon completion of the Project.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for District's Damages. District shall hold City, its elected officials, officers, agents, employees and volunteers, harmless from all of District's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to District and District's officers, employees, agents, contractors or subcontractors, for any damages, losses, injuries or liabilities arising from and/occurring during the work and/or services required under this Agreement, and/or performance of any activity and/or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. District shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with District's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and District, or should City otherwise find District's legal counsel unacceptable, then District shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The District shall promptly pay City any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a tier of fact to have been the result of the District's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

(c) Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 12.

(d) Prevailing Wages. Under California Labor Code Section 1720, the granting of public funds may subject this project to the payment of prevailing wages. Acceptance of the grant requires the District to indemnify the City against any claims that prevailing wages are owed from the project.

10. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting District's indemnification of City, and prior to commencement of Work, District shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to the City. Coverage shall be at least as broad as follows:

(a) Commercial General Liability (CGL): District shall, at District's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including with limitation, blanket contractual liability.

(b) Automobile Liability: District shall, at District's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of the District arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) Additional Insured Status: The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the District including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the District's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The provision shall also apply to any excess liability policies.

2) City's Rights of Enforcement: In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by District, or City will withhold amounts sufficient to pay premium from District payments.

3) City's Right to Revise Specifications: The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the District ninety (90) days advance written notice of such change.

4) Primary Coverage: For any claims related to this Agreement, the District's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the District's insurance and shall not contribute with it.

5) Notice of Cancellation: Each insurance policy required above shall provide that coverage and shall not be canceled, except with notice to the City.

6) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the District to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7) Acceptability of Insurers: All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to the City).

8) Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its officers, officials, employees or volunteers or shall specifically allow District or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. District hereby waives his own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

9) Claims Made Policies: If any of the required policies provided coverage on a claims-made basis:

- i) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

- iii) 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 District must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

10) Verification of Coverage: District shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the District’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11) Subcontractors: District shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and District shall ensure that City is an additional insured on insurance required from subcontractors.

11. ASSIGNABILITY

District will not assign this Agreement without City’s prior written approval.

12. INDEPENDENT CONTRACTOR

District 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 Agreement that may appear to give City the right to direct District as to the details of doing the work or to exercise a measure of control over the work means that District will follow the direction of City as to end results of the work only.

13. COMPLIANCE WITH LAW

District must comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may subsequently be in force, pertaining to this Agreement and will faithfully observe while performing this Agreement all Municipal ordinances and State and Federal statutes now in force or which may subsequently be in force including but not limited to the payment of prevailing wages for any portion of the Project that may fall within the definition of “public works” under the California Labor Code. The judgment of any court of competent jurisdiction, or the admission of District in any action or proceeding against District, whether City be a party thereto

or not, that District has violated any such ordinance or statute in performance of this Agreement will be conclusive of that fact as between City and District.

14. NON-DISCRIMINATION

District agrees that in the performance of the Agreement and in the provision of any service or services funded in whole or in part by the grant made by City to District pursuant to this Agreement, District will not unlawfully discriminate against any other person on the grounds of sex, race, creed, color, national origin, religion, age, marital status, disability or other classification protected under California and/or Federal law.

15. WAIVER

In no event will any payment by City or any acceptance of payment by District hereunder constitute or be construed as a waiver by City or District of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of City or District, 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 City or District with respect to such breach or default.

16. INTERPRETATION

This Agreement 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 Agreement will be in Ventura County.

17. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

18. AUTHORITY/MODIFICATION

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may only be modified by written amendment. District's General Manager or designee may execute any such amendment on behalf of District.

19. SEVERABILITY

If any portion of this Agreement 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 Agreement will continue in full force and effect.

**CONEJO RECREATION AND
PARK DISTRICT**

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 BY DEPARTMENT HEAD:

Jaime Boscarino, Finance Director

**APPROVED AS TO FORM:
Office of the City Attorney**

Tracy Noonan, City Attorney

FIN:481-15jb\BH:\COMMON\ADFLR\04 11 17 CITY - CRPD TEEN/GACC GRANT - v2doc

GOEBEL ADULT COMMUNITY CENTER RENOVATION
 10000 S. GOEBEL AVENUE
 THOUSAND OAKS, CA 91320
 (818) 463-3333



LEGEND

- **TEEN CENTER RENOVATIONS**
 -RESTROOMS
 -KITCHEN
 -STORAGE
 -OUTDOOR PATIO
 -MISC. UPDATES (GYM CEILING, SECURITY SYSTEM, OUTDOOR SPEAKERS, ELECTRICAL/LIGHTING)
- **ADULT CENTER RENOVATIONS**
 -RESTROOMS
 -SHADED OUTDOOR FITNESS AREA
 -HORSESHOE PITS
- **MULTI-USE COURT AND EVENT AREA**
- **SHADED GATHERING AREA**
- **ALTERNATIVE GAME AREA**
- **OUTDOOR CLASSROOM/ACTIVITY AREA**
- **SKATE PLAZA**



GENERAL NOTE
 SITE IMPROVEMENTS TO FEATURE LOW IMPACT DESIGN MEASURES BY CONSERVING WATER, UTILIZING DROUGHT TOLERANT AND NATIVE PLANT MATERIALS, ENERGY EFFICIENT LIGHTING AND APPLIANCES

ALEX FIORE THOUSAND OAKS TEEN CENTER EXPANSION AND RENOVATION AND GOEBEL ADULT COMMUNITY CENTER RENOVATION
CONCEPT PLAN
 JANUARY 2019

EXHIBIT 7

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CONEJO RECREATION & PARK DISTRICT AND
RRM DESIGN GROUP**

THIS AGREEMENT is made and entered into this 6TH day of June, 2019, by and between **CONEJO RECREATION & PARK DISTRICT**, a municipal corporation ("District"), and **RRM DESIGN GROUP** ("Consultant").

District and Consultant agree as follows:

1. RETENTION OF CONSULTANT

District hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Professional services in conjunction with Landscape and Architectural Design of Teen Center and Adult Center Services and deliverables shall generally include Schematic Design, Schematic Cost Estimate, Design Development and Construction Drawings and are more particularly set forth in the Scope of Work, attached as Exhibit "A," which is incorporated herein by reference. Specifically, services include Teen Center expansion items of multi-use sport court, shaded gathering area, alternative game area, outdoor classroom/activity area and skate plaza; renovation items of kitchen, restroom, gym ceiling. Adult Center services include renovation of restroom and shaded fitness area. District shall perform the services defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$221,120.00 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly, at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees, attached as Exhibit "B" and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant for the term of this Agreement. After which any change in the rates and

expenses must be approved in writing by District's Project Manager (District is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

(b) **Payment.** Consultant shall provide District with written verification of the actual compensation earned, in a form satisfactory to District's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after District's approval of the invoice.

(c) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B."

4. **DISTRICT PROJECT MANAGER**

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, District's "Project Manager", as that staff person is designated by the District from time to time, and who presently is **Andrew Mooney**.

5. **TERM, PROGRESS AND COMPLETION**

The term of this Agreement is from the date first written above to June 1, 2020 unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed under the Agreement until (i) Consultant furnishes proof of insurance as required by paragraph 9 below, and (ii) District's Project Manager gives written authorization to proceed with the work. All services shall be completed within the term of this Agreement.

6. **OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of District. District shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by District. District agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTS

This Agreement is for professional services, which are personal to District. Lief McKay is deemed to be especially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, District on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, District may terminate this Agreement.

This Agreement is not assignable by Consultant without District's prior written consent.

The following portions of the work described in this Agreement may be subcontracted out to other parties by Consultant: MEP Engineering, Cost Estimating, and Skate Park Specialist.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Consultant's Damages. Consultant holds District, its elected officials, officers, agents, employees and volunteers, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. To the maximum extent allowed by law, Consultant shall indemnify, defend with legal counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of District. Should conflict of interest principles preclude a single legal counsel from representing both District and Consultant, or should District otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse District its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay District any final judgment rendered against District (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of District under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where District is shown to have been actively negligent and where District's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of District.

(c) **Nonwaiver.** District does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by District, or the deposit with District, of any insurance certificates or policies described in Section 9.

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Consultant's indemnification of District, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to District.

Coverage shall be at least as broad as:

(a). **Commercial General Liability (CGL):** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b). **Automobile Liability:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c). **Worker's Compensation:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits

no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its elected officials, officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subcontractors.

(d). **Professional Errors and Omissions Insurance:** Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years.

If Consultant maintains higher limits than the minimum shown above, District requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

Other Insurance Provisions

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

Verification of Coverage

Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

10. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and in no event shall Consultant be considered an officer, agent, servant or employee of District. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

11. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its

expense, all errors in the work that may be disclosed during District's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by District, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

12. TERMINATION BY DISTRICT

District may, upon 10 calendar days written notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no advance notice need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by District to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of District from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of District's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by District shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by District for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

14. AUDIT OF RECORDS

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that District, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse District for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall

be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

15. 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.

16. CONFLICT OF INTEREST

Consultant is unaware of any District employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any District employee or official.

17. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

18. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

20. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide District with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

21. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of District funds. In the event District has not appropriated sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the General Manager, or his designee, and Consultant.

23. USE OF THE TERM "DISTRICT"

Reference to "District" in this Agreement includes the General Manager or any authorized representative acting on behalf of District.

24. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

25. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

26. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

27. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this

Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

28. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

29. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO DISTRICT:

Attention: Andrew Mooney
Conejo Recreation & Park District
403 West Hillcrest Drive
Thousand Oaks, CA 91360

TO CONSULTANT:

Attention: Lief McKay
RRM Design Group
3765 South Higuera St. Suite 102
San Luis Obispo, CA 93401

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CONSULTANT:

By:
Title:

CONEJO RECREATION & PARK DISTRICT:

Jim Friedl, General Manager



EXHIBIT "A"

May 15, 2019

Andrew Mooney
Senior Park Planner
Conejo Recreation and Park District

**RE: Alex Fiore Teen Center and Goebel Adult Center Master Plan
Proposed Scope of Work**

Dear Andrew,

Following is a revised scope of services for the Alex Fiore Teen Center and Goebel Adult Community Center renovation project.

PROJECT UNDERSTANDING

Conejo Recreation and Park District (the "District") intends to renovate rear exterior spaces, and limited interior spaces at the Alex Fiore Thousand Oaks Teen Center and the Goebel Adult Community Center. Generally speaking, the improvements will include:

The Alex Fiore Thousand Oaks Teen Center

- Kitchen remodel
- Restroom cosmetic upgrades
- Gym ceiling
- Multi-use sport court
- Shaded gathering area
- Alternative game area
- Outdoor classroom/activity area
- Skate plaza: Our approach to the skate plaza design will be clean and simple as opposed to a specialized skate facility; we will retain Wormhoudt, Inc. to provide some input to our design team, but the actual design and detailing will be done in-house by RRM staff.

The Goebel Adult Community Center

- Restroom cosmetic upgrades
- Exterior shaded fitness area

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Jerry Michael, PE 36895, LS 6276 • Jeff Ferber, LA 2844



SCOPE OF SERVICES

RRM Design Group will work cooperatively with the District throughout the schematic design, design development, permitting, cost estimates, and the construction document process. The scope of work outlined below corresponds directly to the District's Request for Proposal (RFP). The sequencing of tasks will be completed in the most efficient manner and progress in such a way that is most beneficial to the successful completion of the project. In other words, some tasks may run concurrently to achieve the best results and timely project delivery.

SUMMARY OF TASKS

Task A: Project Initiation

- Subtask A.1: Kickoff Meeting and Site Tour
- Subtask A.2: Site Investigation and Base Plan

Task B: Schematic Design

- Subtask B.1: Draft Schematic Design – Landscape
- Subtask B.2: Final Schematic Design – Landscape
- Subtask B.3: Architectural Programming and Schematic Design
- Subtask B.4: Schematic Cost Estimate

Task C: Design Development

- Subtask C.1: Design Development Documents – Landscape
- Subtask C.2: Design Development Documents – Architecture

Task D: Construction Documents

- Subtask D.1: 75% Construction Documents and Outline Specifications
- Subtask D.2: 100% Construction Documents and Specifications
- Subtask D.3: City Back-Check
- Subtask D.4: Bid-Ready Package

Task E: Project Coordination

- Subtask E.1: Project Management and Coordination
- Subtask E.2: Meetings

Task O: Optional Tasks

- Subtask O.1: Supplemental Topographic Survey and Base Mapping
- Subtask O.2: Stormwater Management Plan
- Subtask O.3: Discretionary Review and Permitting Assistance



DETAILED SCOPE OF SERVICES

Task A: Project Initiation

Subtask A.1: Kickoff Meeting and Site Tour

The kickoff meeting will be attended by key RRM team members, District staff, and other key individuals as determined by the District. The purpose of the kickoff meeting is to provide an opportunity to specifically discuss the project goals, key issues, design considerations, program elements, and schedule and design process. We will also collect from the District any relevant background information and data that might be useful for the project, including but not limited to a topographic survey and existing utility as-built plans. Following the meeting, we will tour the site with District staff to better familiarize ourselves with site constraints, opportunities, and challenges.

Deliverables:

- *Prepare for and attend one (1) kickoff meeting and site tour*

Subtask A.2: Site Investigation and Base Plan

Following the kickoff meeting, RRM will perform a full day visit at both buildings taking photographs, measurements, and other investigatory measures within and adjacent to the area of work to be performed. RRM will use the information gathered to create a base plan of existing conditions. No destructive investigation will be performed; any existing conditions within walls will be noted as best understood.

Deliverables:

- *Background base set of floor plans, reflected ceiling plans, and interior and exterior elevations for each project*
- *One (1) site visit/as-built documentation meeting with facility managers*

Task B: Schematic Design

Subtask B.1: Draft Schematic Design – Landscape

RRM will develop a Draft Schematic Design plan based on the concept plan provided in the RFP and any additional requests received from the District. The plan will include a graphical depiction of the proposed design and descriptive annotations of all the key plan elements.

Deliverables:

- *One (1) Draft Schematic Design Plan graphic (black and white, digital and hard copy)*



Subtask B.2: Final Schematic Design – Landscape

Based on District review of the draft submittal, RRM will revise the design and prepare a colored Schematic Design plan that will be the basis for the construction documents.

Deliverables:

- *One (1) Final Schematic Design Plan graphic (digital and hard copy)*

Subtask B.3: Architectural Programming and Schematic Design

RRM architecture group will develop a schematic design set of drawings (architectural demo plan and floor plans) documenting schematic design ideas for the buildings for review and budget alignment. Programming assumes all mechanical, and plumbing systems and fixtures will be able to be remain or be replaced in place. Design is limited to the following areas:

Teen Center:

- Multi-use court and event area (ceiling replacement, interior wall finish)
- Restroom renovation
- Kitchen/Demonstration renovation

Adult Center:

- Restroom renovation

Deliverables:

- *One schematic design set; floor plans, ceiling plan, two (2) concept renderings*
- *Two (2) interior material color/material option boards*

Subtask B.4: Schematic Cost Estimate

RRM's team will prepare a preliminary cost estimate for the project based on the approved Schematic Design. Due to the preliminary nature of the design, this task will represent an "order-of-magnitude" estimate; not a final engineer's estimate ready for public bidding.

Deliverable:

- *One (1) Preliminary Cost Estimate based on approved Schematic Design.*



Task C: Design Development

Subtask C1: Design Development Package – Landscape

RRM's team will prepare a Design Development Package based on the approved Final Landscape Schematic Design (Task B.2) for District review. The design development task will build upon the Landscape Schematic Design and provide more detail and definition of park features and spaces. The design development package will consist of:

- Preliminary site plan
- Selected details
- Preliminary grading plan
- Irrigation mainline routing plan
- Preliminary planting plan and plant list (including bioswale areas)

Deliverables:

- *Design Development Package (contents listed above)*

Subtask C.2: Design Development Documents – Architecture

RRM will develop a Design Development set of drawings (architectural demo plan, floor plan, reflected ceiling plan, architectural elevations; electrical power, lighting;) and outline specifications for submittal and review. Assumes all mechanical and plumbing systems and fixtures will be able to be remain or be replaced in place.

Deliverables:

- *Design Development Document package (for Client review)*
- *Outline Specifications*
- *One (1) Design Development review meeting*



Task D: Final Design

Using the approved Final Design Development Package, RRM will prepare a construction document package for submittal to the District at the 75%, 100%, and bid-ready levels, plus a back-check submittal to the City of Thousand Oaks to respond to their plan check comments.

The contents of the construction document package will be as follows:

- Demolition Plan
- Construction Keynote Plan
- Horizontal Control Plan
- Grading and Drainage Plan
- Utility Plan (on-site utilities only)
- Architectural Plans and Details
- Structural Details and Calculations
- Electrical Plan and Details
- Construction Details
- Irrigation Plans and Details
- Planting Plans and Details
- Technical Specifications (CSI format); 75% submittal will include outline specifications only

Subtask D.1: 75% Construction Documents and Outline Specifications

75% progress submittal for internal District review.

Deliverables:

- *75% Complete Construction Drawings*
- *Outline Specifications*

Subtask D.2: 100% Construction Documents and Specifications

100% complete plans and specifications set for District review and first City of Thousand Oaks plan check.

Deliverables:

- *100% Construction Drawings*
- *100% Specifications*

Subtask D.3: City Back-Check

RRM will address City plan check comments from the 100% submittal review and re-submit for permits.

Deliverables:

- *City Plan Check Response Letter*
- *Revised Plans and Specifications*



Subtask D.4: Bid-Ready Package

Final Construction Documents and Specifications package ready for bidding.

Deliverables:

- *Final Construction Drawings*
- *Final Specifications*

Task E: Project Coordination

Subtask E.1: Project Management and Coordination

During the course of the project, RRM's project manager is available to the District for phone conferences, emails, and correspondence for issues that need to be addressed and resolved. This task is listed separately, so that attention is given to important matters without drawing valuable time away from the design effort and other specific tasks and deliverables.

Deliverables:

- *Project management and coordination throughout the course of the project*

Subtask E.2: Meetings

RRM will prepare for and attend up to three Client meetings throughout the course of the project. These meetings shall be in addition to kick-off meetings mentioned above and are intended to provide an opportunity for Staff to review and provide input on the design progress, to address issues that may arise such as consultation prior to Board Work Sessions, and for general coordination.

These meetings will be scheduled as needed throughout the process.

Deliverables:

- *Prepare for and attend up to three (3) Client meetings*



Task O: Optional Tasks

Subtask O.1: Supplemental Topographic Surveying

RRM Surveying will conduct fieldwork if necessary, to supplement the District-provided topographic base map. The horizontal and vertical datum will be based on the CCS83 (2011) State Plane Coordinates and NAVD 88 when suitable local agency datum's are unavailable. A boundary survey is not included in this task.

Deliverables:

- *Base plan topographic information in a digital format for use in the preparation of design documents*

Subtask O.2: Stormwater Management Plan

The project is subject to the Regional Water Quality Control Board's requirements for mitigation of post-construction stormwater adopted by the City in 2014.

RRM Civil Engineering will prepare a post-construction stormwater analysis in City standard format, based on the RWQCB's requirements. The project site must include features such as limited impervious area, bio-swales, rain gardens, and retention basins. The analysis will size and identify mitigation measures and site improvements intended to improve stormwater quality.

Deliverable:

- *Stormwater Management Plan in paper and digital (PDF) formats*

Subtask O.3: Discretionary Review Assistance

RRM will assist the District's project manager throughout the City of Thousand Oaks' permit review process. This could include providing written clarifications, preparing exhibits, or attending extra meetings (such as with the City Building Official or Public Works).

Deliverables:

- *Permitting assistance as requested by District*



SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Relevant, available background information, including but not limited to:
 - Geotechnical Engineering/Current Soils Report
 - Tree survey(s)
 - Utility record drawings
 - As-built/record drawings
- Topographic survey/base map
- Single point-of-contact/project manager that will act as the District's representative and will consolidate all Agency review comments into one list of official comments to which RRM can respond
- Horticultural soil testing and amendment recommendations
- Arborist, if needed
- District and/or City of Thousand Oaks standard specifications and details for the design team to reference, if applicable
- Bid and contract "boilerplate" documents, such as invitation, instructions, general and special conditions, contract forms, insurance, forms, etc., and compilation of project manual
- Document distribution for technical reviews, bidding, and construction
- Bidding and construction management, inspection, and testing
- Permit application processing
- Payment of application and permit fees
- Provide as-built or record set of dimensioned building drawings
- Provide timely decisions regarding design and cost
- Lead and asbestos or other hazardous material sampling, testing, and reporting as required

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and client-approved, fixed-fee or hourly basis.



The following services or tasks are specifically excluded from the scope:

- Utility analysis or improvement beyond park development area
- Army Corps Wetland delineation
- Off-site hydrology studies
- Geotechnical engineering
- Multiple bid packages (for phased construction)
- Additional rounds of City plan-check beyond those listed above.
- Aerial photography
- Sketches and 3D renderings
- Photo-realistic visual simulations
- Construction phasing and implementation analysis
- Construction Estimating beyond that listed above.
- Environmental/CEQA analysis
- Permit fees
- Construction management and administration
- Off-site improvement plans
- Technical/scientific reports and studies (e.g., seismologic, geotechnical)
- Community meetings/outreach
- Presentations (at public hearings)
- Any anchorage or support of equipment and/or MEP piping. New equipment above the following thresholds is expected per ASCE 7-10 Section 13.1.4. However, anchorage would be considered an additional service
- Equipment mounted to the floor over 400 lbs.
- Roof, ceiling, or wall mounted equipment above 20 lbs. or 5 plf.
- Temporary Shoring and or supports to facilitate construction; this is assumed to be a means and methods construction item provided by the contractor
- More than one (1) structural plan check agency. Note that plan review by a single agency is included; however, plan reviews by multiple structural review agencies would be considered an additional service. This also applies to peer reviews
- Design of accessible features beyond identified areas of improvement (including building entries, parking lot, etc.)
- Existing building structural assessment or reinforcement design
- T-24 documentation
- Specialty or production-level kitchen consulting or design services
- Fire sprinkler and fire alarm investigation and design
- AutoCAD as-built documentation
- Building and system commissioning services (not anticipated)



TASK AND FEE SUMMARY

TASK	DESCRIPTION	FEE TYPE <small>(see footnote)</small>
Task A	Project Initiation	
A.1	Kickoff Meeting and Site Tour	\$ 5,000
A.2	Site Investigation and Base Plan	\$ 6,950
Task A Subtotal		\$ 11,950
Task B	Schematic Design	
B.1	Draft Schematic Design – Landscape	\$ 10,170
B.2	Final Schematic Design – Landscape	\$ 5,500
B.3	Architectural Programming and Schematic Design	\$ 10,150
B.4	Schematic Cost Estimate	\$ 6,250
Task B Subtotal		\$ 32,070
Task C	Design Development	
C.1	Design Development Documents – Landscape	\$ 20,800
C.2	Design Development Documents – Architecture	\$ 9,500
Task C Subtotal		\$ 30,300
Task D	Construction Documents	
D.1	75% Construction Documents and Outline Specifications	\$ 65,050
D.2	100% Construction Documents and Specifications	\$ 36,500
D.3	City Back-Check	\$ 6,500
D.4	Bid-Ready Package	\$ 19,750
Task D Subtotal		\$ 127,800
Task E	Project Coordination	
E.1	Project Management and Coordination	\$ 5,000
E.2	Meetings	\$ 9,000
Task E Subtotal		\$ 14,000
SUMMARY OF FEES:		\$ 216,120
Estimated Reimbursable Expenses:		\$5,000
ESTIMATED PROJECT TOTAL:		\$221,120



OPTIONAL TASKS		
Task O	Optional Tasks	
O.1	Supplemental Topographic Survey and Base Mapping	\$ 5,600
O.2	Stormwater Management Plan	\$ 6,630
O.3	Discretionary Review and Permitting Assistance	\$ TBD

Fee Footnotes

Fixed fee tasks will be billed as the work progresses until the task is completed, and the total amount stated in the contract for the task is invoiced.

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for this project, are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

EXHIBIT "B"

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE

Architect	\$ 95 - \$ 160
Assistant Manager of Architecture	\$ 125 - \$ 185
Design Director	\$ 145 - \$ 230
Designer I - Architecture	\$ 70 - \$ 100
Designer II - Architecture	\$ 75 - \$ 125
Designer III - Architecture	\$ 90 - \$ 145
Interior Designer I	\$ 70 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 75
Job Captain	\$ 90 - \$ 145
Manager of Architecture	\$ 140 - \$ 245
Principal	\$ 175 - \$ 325
Project Architect	\$ 105 - \$ 175
Project Manager - Architecture	\$ 105 - \$ 175
Senior Architect	\$ 135 - \$ 220
Senior Designer - Architecture	\$ 135 - \$ 210
Senior Interior Designer	\$ 105 - \$ 195
Senior Project Manager - Architecture	\$ 135 - \$ 230

PLANNING & LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 70 - \$ 100
Assistant Planner	\$ 70 - \$ 100
Associate Designer	\$ 80 - \$ 120
Associate Planner I	\$ 80 - \$ 120
Associate Planner II	\$ 90 - \$ 140
Designer - Landscape Architecture	\$ 95 - \$ 135
Intern	\$ 45 - \$ 75
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 140 - \$ 235
Manager of Planning	\$ 145 - \$ 240
Principal	\$ 175 - \$ 325
Principal Landscape Architect	\$ 130 - \$ 230
Principal Planner	\$ 140 - \$ 230
Senior Designer - Landscape Architecture	\$ 105 - \$ 160
Senior Landscape Architect	\$ 110 - \$ 170
Senior Planner	\$ 110 - \$ 185

ENGINEERING & SURVEYING

Agency Coordinator	\$ 55 - \$ 105
Construction Inspector	\$ 105 - \$ 155
Designer I - Engineering	\$ 50 - \$ 90
Designer II - Engineering	\$ 70 - \$ 115
Designer III - Engineering	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 125
Engineer II	\$ 100 - \$ 155
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 145 - \$ 230
Manager of Transportation Services	\$ 170 - \$ 280
Party Chief	\$ 80 - \$ 135
Principal	\$ 175 - \$ 325
Project Engineer	\$ 115 - \$ 175
Project Manager - Engineering	\$ 145 - \$ 230
Senior Designer - Engineering	\$ 105 - \$ 175
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 110 - \$ 180
Senior Project Engineer	\$ 135 - \$ 220
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 55 - \$ 80
Survey Technician II	\$ 70 - \$ 105
Survey Technician III	\$ 85 - \$ 155

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

CORPORATE SERVICES

Accounting Specialist	\$ 55 - \$ 100
Business Development Coordinator	\$ 85 - \$ 130
Business & Project Development Manager	\$ 100 - \$ 155
Chief Executive Officer	\$ 170 - \$ 350
Graphic Designer	\$ 80 - \$ 135
Manager of Marketing	\$ 100 - \$ 210
Marketing Assistant	\$ 50 - \$ 90
Marketing Coordinator	\$ 70 - \$ 110
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 125
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80