

**PLEASANT VALLEY RECREATION & PARK DISTRICT
ADMINISTRATION BUILDING, ROOM #6
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS
SPECIAL MEETING AGENDA
January 30, 2020**

5:00 P.M.

SPECIAL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ADOPTION OF AGENDA

5. OPEN COMMUNICATIONS/PUBLIC FORUM

In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. Pursuant to Government Code Section 54956, no business other than what is set forth in this special meeting agenda may be considered by the Board. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card and wait until it comes up. Speakers will be allowed three minutes to address the Board.

6. NEW ITEMS – DISCUSSION/ACTION

A. Cooperative Agreement with City of Camarillo – Senior and Community Center Architectural Design Refinement, California Environmental Quality Act (CEQA) Processing, and Property Assessment Survey

Consider a Cooperative Agreement with the City of Camarillo (City) for architectural design refinement, CEQA processing, and property assessment survey for the proposed Senior and Community Recreation Facility project.

Suggested Actions: It is recommended the Board:

1. Authorize the Board Chair to execute the Cooperative Agreement with the City of Camarillo for architectural design refinement, CEQA processing, and property assessment/voter survey for the proposed Senior and Community Recreation Facility, and appropriate \$98,100 from the General Fund Capital and concurrently adjust the Fiscal Year 19/20 budget to reflect the increase of \$98,100 **and**
2. Authorize the General Manager to enter into an agreement with LPA for Professional Services to further refine the architectural design.

7. ORAL COMMUNICATIONS

Informal items from Board Members or staff not requiring action.

8. ADJOURNMENT

The next Regular Board Meeting is February 5, 2020 at 6:00 p.m.

Note: Written materials related to this agenda are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours two business days preceding the scheduled Special Board Meeting.

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager, at (805) 482-1996, extension 24. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: January 30, 2020

**SUBJECT: COOPERATIVE AGREEMENT WITH CITY OF
CAMARILLO – SENIOR AND COMMUNITY CENTER
ARCHITECTURAL DESIGN REFINEMENT,
CALIFORNIA ENVIRONMENTAL QUALITY ACT
(CEQA) PROCESSING, AND PROPERTY ASSESSMENT
SURVEY**

SUMMARY

The Board is requested to consider a Cooperative Agreement with the City of Camarillo (City) for architectural design refinement, CEQA processing, and property assessment survey for the proposed Senior and Community Recreation Facility project.

BACKGROUND

On July 14, 2017, the District and the City entered into a Cooperative Agreement to commission a Senior and Community Recreation Facility Needs Assessment Study (“Study”), effective July 2017. The Study, conducted by Greenplay LLC, recommended three plans to create more space for activities:

- Plan 1 - 14,616 square feet
- Plan 2 - 31,272 square feet
- Plan 3 - 68,454 square feet

Both the District and the City chose Plan 2 as the preferred plan to meet the community’s needs for additional senior and community recreational facility space. However, both bodies were concerned about the \$29,566,328 preliminary cost of construction of Plan 2, and LPA architectural firm was subsequently hired to further refine the Plan 2 concept and cost estimates.

Several iterations of the Plan 2 conceptual design were developed, including both attached and detached additions to the existing building site. On September 16, 2019, in a Joint Special Meeting, both the District Board and the City Council chose “Plan D”, a detached concept of approximately 30,728 square feet, as the preferred alternative. This alternative is estimated to cost \$34,370,215.

Both the District and the City have discussed various financing alternatives for the cost of construction, as well as the cost of staffing and maintenance. A community conversation regarding a possible revenue measure is ripe for discussion as the District and City are unable to finance the

entire \$34.5 million dollar cost. On January 2, 2020 the District Board authorized the General Manager to issue a Request for Proposals seeking a consulting firm to assist the District with the evaluation of voter opinion surveys and polling services and to finalize potential financing options.

ANALYSIS

Prior to finalizing the financing options, the project will need to be evaluated under the California Environmental Quality Act (CEQA). Since CEQA review can take several months to complete, it is important that this work begin soon. However, additional architectural design refinement is needed, as well as additional information necessary to begin the CEQA process.

Prior to moving ahead with an assessment election and bond sale, the completion of a statistically valid and stratified survey of registered voters should be conducted to ensure that a property assessment will be supported by two-thirds of those registered to vote.

The attached "*Cooperative Agreement Between the Pleasant Valley Recreation and Park District and the City of Camarillo Regarding Architectural Design Refinement, CEQA Processing, and Property Assessment Survey for the Proposed Senior and Community Recreation Facility*" identifies the work to be contracted by each party and the reimbursement of half of the expenses borne by the other party.

The District will contract with LPA for the additional architectural design refinement and information needed for the CEQA Initial Study and project proponents' submittals. The City will reimburse the District for half (up to \$44,250) of the estimated not-to-exceed cost of the \$88,500.

The City will contract for the CEQA analysis. The District will reimburse the City for half (up to \$20,000) of the estimated not-to-exceed cost of \$40,000.

The District will contract for the statistically valid and stratified survey of registered voters. The City will reimburse the District for half (up to \$17,500) of the estimated not-to-exceed cost of the \$35,000.

As in previous Cooperative Agreements approved for this project, this Cooperative Agreement requires each party appropriate 120% of each parties' half of the estimated cost of the work to accommodate additional work that may be required beyond the approved scope of work. Prior to the approval of additional work, the District must consult with the Liaison Committee. The work to be completed for CEQA review will be completed independently of the Liaison Committee review.

FISCAL IMPACT

The not-to-exceed cost for the District's half of the architectural design refinement, CEQA processing, and assessment/voter survey, plus the additional 20% for any required additional work, is \$98,100 ($\$88,500 + \$40,000 + \$35,000 = \$163,500 + 20\% = \$196,200 \times 50\% = \$98,100$). In the event the actual costs were to exceed \$98,100, staff would come back to the Board to seek approval. It is recommended the District allocate \$98,100 from capital funds as currently there is \$2,864,772.

RECOMMENDATION

It is recommended the Board:

1. Authorize the Board Chair to execute the Cooperative Agreement with the City of Camarillo for architectural design refinement, CEQA processing, and property assessment/voter survey for the proposed Senior and Community Recreation Facility, and appropriate \$98,100 from the General Fund Capital and concurrently adjust the Fiscal Year 19/20 budget to reflect the increase of \$98,100 **and**
2. Authorize the General Manager to enter into an agreement with LPA for Professional Services to further refine the architectural design.

ATTACHMENTS

- 1) Cooperative Agreement (4 pages)
- 2) LPA Agreement (17 pages)
- 3) LPA Agreement Scope of Work (2 pages)

**COOPERATIVE AGREEMENT BETWEEN THE PLEASANT VALLEY
RECREATION AND PARK DISTRICT AND THE CITY OF CAMARILLO
REGARDING ARCHITECTURAL DESIGN REFINEMENT, CEQA
PROCESSING, AND PROPERTY ASSESSMENT SURVEY FOR THE
PROPOSED SENIOR AND COMMUNITY RECREATION FACILITY**

This Cooperative Agreement Regarding Architectural Design Refinement, California Environmental Quality Act Processing, and Property Assessment Survey for the proposed Senior and Community Recreation Facility ("Agreement") is entered into by and between the Pleasant Valley Recreation and Park District ("District") and the City of Camarillo ("City") and shall be effective on the date signed by the last party to sign the Agreement. The District and City are collectively referred to here as the "Parties".

RECITALS

- A. The District and City previously entered into a Cooperative Agreement to commission a Senior and Community Recreation Center Facility Needs Assessment Study ("Study"), effective July 14, 2017
- B. The Study, conducted by Greenplay LCC, recommended three Plans to create more space for activities: Plan 1, 14,616 s.f.; Plan 2, 31,272 s.f.; and, Plan 3, 68,454 s.f., with preliminary construction cost estimates ranging from \$14,736,559 to \$52,499,872.
- C. On June 28, 2018, at a special meeting, the District reviewed the Study and confirmed that Plan 2, 31,272 s.f. was its preferred plan to meet the community's needs for senior and community recreation facility space.
- D. On September 26, 2018, the City confirmed that Plan 2, 31,272 s.f. was its preferred plan to meet the community's needs for senior and community recreation facility space and committed \$8 million towards the cost of constructing the new facilities.
- E. The Parties were concerned about the \$29,566,328 preliminary cost of construction for Plan 2 identified in the Study and sought to further refine the scope of Plan 2 and its estimated costs by hiring a qualified, California-licensed architectural firm to further refine, with public input, the Plan 2 concept, create specific design concept alternatives, conduct parking analyses, and calculate updated cost estimates.
- F. On or about March 13, 2019, the Parties entered into a second Cooperative Agreement for the architectural design and cost refinement of the Plan 2 concept, and the District hired LPA architects to perform this work.
- G. On September 16, 2019, the Parties convened a Joint Special Meeting to review recommendations by the City/District Liaison Committee, with both Parties choosing alternative "Plan D" as the preferred variation of Plan 2.

H. The cost to build Plan D is estimated to be \$34,370,215. The parties anticipate that a voter-approved assessment will be needed to support a bond for the financing of a portion of the project's cost.

I. Review of the proposed project under the California Environmental Quality Act (CEQA) will be necessary prior to placing a bond measure on the ballot.

J. Additional architectural design refinement outside the scope of LPA architect's current contract is necessary to further determine project aesthetics and provide information required to complete the CEQA Initial Study and project proponent submittals

K. The Parties also want to conduct a statistically valid and stratified survey of registered voters' willingness to support a property assessment for the construction, operation, and maintenance of the proposed Senior/Community Center.

WHEREFORE, the Parties hereby agree to the following terms:

1. RECITALS. The foregoing Recitals are true and correct and are hereby incorporated by this reference.

2. CONTRACTS.

a. The contract for the completion of the CEQA Initial Study and environmental assessment of Plan D will be administered by the City at an estimated cost not to exceed \$40,000.

b. The contract for additional architectural design refinement and information needed for the CEQA Initial Study and project proponent submittals will be administered by the District at an estimated cost not to exceed \$88,500.

c. The contract for the statistically valid and stratified survey will be administered by the District at an estimated cost not to exceed \$35,000.

3. COST SHARING.

a. The Parties agree to pay, in equal amounts, the costs identified in Section 2(a), (b) and (c) above.

b. The City will pay the consultant it hires to accomplish the work identified in Section 2(a) and District will pay the consultants it hires to accomplish the work identified in Sections 2(b) and 2(c). The Parties will reimburse each other for half of the consultants' costs borne by the other within 30 days of the presentation of a copy of each consultant's invoice to either the District's General Manager or the City Manager, as applicable.

c. The Parties may only issue a Notice to Proceed to their consultants to begin work after such time as both Parties have approved the expenditure of monies for their half of the not-to-exceed costs of the contracts.

d. The Parties recognize that additional work may be desired of the contractors beyond the approved Scope of Work, leading to an additional cost to be equally borne by each Party. Therefore, each Party will approve an initial project appropriation in an amount equal to 120% of that Party's half of the total estimated not-to-exceed costs identified in 2(a), (b) and (c), that appropriation being \$98,100 each ($\$163,500 + 20\% = \$196,200 \times .50 = \$98,100$). In the event additional work is needed, the Liaison Committee will advise the District Board, and the District will approve an amendment to their contractors' contracts. Prior to the commencement of such additional work, the City Manager must consent to the change in additional funding needed up to the additional 20% appropriated. It is recognized that the work to be completed in Section 2(b) (CEQA) will be completed independently of Liaison Committee review.

4. **SUPPORT.** District staff and City staff will provide technical assistance as needed to support each consultants' work.

5. **ACTION BY BOARD.** The Liaison Committee will review the final drafts of the work to be completed in Sections 2(b) and (c) and recommend that the District Board approve the work as necessary. The City's Recreational Facilities Needs Ad Hoc Committee will then present those recommendations to the City Council. The Liaison Committee will thereafter discuss potential implementation strategies for District and City consideration and action.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties hereto with respect to the matters contained herein, and supersedes any prior agreement or understanding, oral or written. This Agreement may not be amended except in writing and signed by both parties.

7. **NOTICES.** All notices must be given in writing and transmitted by email and U.S. Mail addressed to the parties at the following addresses, unless changed by a written notice delivered to the other party.

Pleasant Valley Recreation and Park District
Attention: Mary Otten, General Manager
1605 E. Burnley Street
Camarillo, CA 93010
Email: motten@pvrpd.org

City of Camarillo
Attention: Dave Norman, City Manager
601 Carmen Drive
Camarillo, CA, 93010
Email: dnorman@cityofcamarillo.org

8. **INTERPRETATION.** This Agreement will be construed under the laws of the State of California and will not be strictly construed for or against either party as a result of their joint preparation of this Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By: _____
Elaine Magner, Chair

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Anthony Miller, Clerk of the Board

Tiffany J. Israel, District Counsel

CITY OF CAMARILLO

By: _____
Tony Trembley, Mayor

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Jeffrie Madland, City Clerk

Brian A. Pierik, City Attorney

PLEASANT VALLEY RECREATION AND PARK DISTRICT
CONTRACT SERVICES AGREEMENT FOR
2020 ARCHITECTURAL & DESIGN SERVICES

This Contract Services Agreement for 2020 Architectural & Design Services ("Agreement") is made and entered into, effective February 5, 2020 between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency ("District"), and LPA, a California corporation ("Consultant").

RECITALS

WHEREAS, following District's Request for Proposal process, the District desires to contract with Consultant for certain professional Design and Architectural services necessary for the Senior and Community Recreation Facility ("Project").

WHEREAS, Consultant represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1.0 SCOPE OF SERVICES

1.1 In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "B"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. Subject to the generally accepted standards of professional skill and care, work and services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for

such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents that Consultant (a) has investigated and considered the scope of services to be performed, (b) has considered how the work and services should be performed, and (c) understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Consultant's Services include. As further described in Exhibit "B".

- (a) Site Plan of whole property
- (b) Conceptual (Schematic) Design Services
- (c) Community Outreach & Presentations
- (d) Plan Review Application
- (e) Conditional Use Permit Application
- (f) Environmental Assessment Questionnaire

1.7 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the General Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 TERMS OF CONTRACT

2.1 Term. Unless otherwise earlier terminated as specified in Section 7.4 below, this Agreement shall commence upon completion of the tasks in Exhibit B to the District's satisfaction.

2.2 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract

amount of Eighty-Eight Thousand Five Hundred Dollars (\$88,500.00) ("Contract Sum"), except as provided in Section 1.7. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation attached hereto as Exhibit "C". The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the District.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.3 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, District shall pay Consultant for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

3.0 **PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon the executed agreement and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the General Manager but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the

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Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Jim Wirick, Jeremy Hart, Arash Izadi, Jeff Schaub, John Courtney and Chris Lentz are hereby designated as being the representatives of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representatives were a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of District.

4.2 Contract Officer. The District's Manager is hereby designated as the representative of the District authorized to act on its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services

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required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

(a) Pursuant to this Agreement, Consultant is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

(b) Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the types and amounts of insurance described in Exhibit "A".

All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by District.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

5.2 Indemnity.

(a) Indemnity for Professional Liability Insurance. Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or intentional wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement. The Consultant's duty to indemnify under this section, including the duty and the cost to defend, is limited as provided in California Civil Code section 2782.8.

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(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) Submission of Insurance. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other

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appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes District to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect District as elsewhere provided herein.

7.3 Waiver. No failure or delay by District in asserting any of District's rights and remedies as to any default of Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

7.4 Termination Prior to Expiration of Term. Consultant specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Consultant's services with or without cause, and without penalty, at the completion of any phase of Consultant's services as set forth in Exhibit "B." Any termination or any special instructions hereunder from District shall be made in writing. In the event this Agreement is terminated, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.4, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and

to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

7.7 Additional Provisions. Consultant agrees that no full-time employee of the District shall be employed by its firm during the period that this Agreement is in effect.

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest: District. No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which there is an interest, in violation of any State statute or regulation.

8.3 Conflict of Interest: Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District Clerk's office.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

To Consultant:	LPA, Inc. Attn: Jim Wirick, Principal-In Charge 5161 California Avenue Suite 100 Irvine, CA 92617
To District:	Pleasant Valley Recreation & Park District Attn: Mary Otten, General Manager 1605 E. Burnley Street

2020 LPA Agreement

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Incorporation of Recitals. The foregoing recitals are incorporated herein as though fully set forth.

9.3 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Integration: Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.5 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.7 Assistance by District. District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project and Consultant shall be entitled to reasonably rely upon such. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DISTRICT:

Pleasant Valley Recreation & Park District,

Elaine Magner, Board Chair

ATTEST:

Anthony Miller, District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, District Counsel

CONSULTANT:

Jon Mills, LPA, Inc.

By: _____
Name: Jon Mills
Title: Principal/Chief Operations Officer

Address: 5161 California Avenue Suite 100
Irvine, CA 92617

[END OF SIGNATURES]

EXHIBIT "A"

PLEASANT VALLEY RECREATION & PARK DISTRICT INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement (and thereafter as specified herein) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cares.
3. Workers' Compensation Insurance: A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.
5. Contractors Pollution Liability: N/A

EXHIBIT "A" INSURANCE REQUIREMENTS

2020 LPA Agreement

6. Asbestos Pollution Liability: N/A

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and District Parties are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Architect; or automobiles owned, leased, hired or borrowed by Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the District.

If General Liability, Contractors' Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.
4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VERIFICATION OF COVERAGE

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all the requirements stated herein.

END OF PAGE

EXHIBIT "B"

**SCOPE OF SERVICES
for
ARCHITECTURAL DESIGN FOR A SENIOR AND COMMUNITY RECREATION
FACILITY**

PROJECT DESCRIPTION

The services to be provided by Consultant include the architectural work to further refine, with public input, the Plan D concept (30,728 sq. ft.) for a new community recreation facility and related improvements ("Project") previously prepared by Consultant, and assistance with the CEQA process required for the Project. More specifically, Consultant shall prepare the following:

- 1 – A Site Plan of whole property showing parking spaces, existing buildings, landscaping, and proposed buildings.
- 2 – Floor Plan of the proposed construction and existing buildings.
- 3 – Elevations of all four sides of the proposed building (elevations are 2-Dimensional renderings of the sides of the building).
- 4 – A parking count for all spaces proposed to be constructed on the property.
- 5 – A Project description identifying the size of the expansion, intended uses, and any other changes to the facility associated with the Project.
- 6 – A list of Project objectives including a description of what is intended to be accomplished by constructing the project.
- 7 – A Plan Review Application.
- 8- A Conditional Use Permit Application.
- 9- The Environmental Assessment Questionnaire.
- 10- Facilitate Community Workshop Services
 - a. Two Community Outreach meetings to define the aesthetics of the project
 - b. Three Liaison Committee Meetings
 - c. Final Presentation to the District's Board

EXHIBIT "C"

SCHEDULE OF COMPENSATION

A. BUILDING DESIGN PROFESSIONAL SERVICES FEE:

The total scope of work outlined in Exhibit B, Scope of Work shall be provided for a fixed fee of \$85,000.

Total = \$85,000

B. REIMBURSABLE EXPENSES:

Not to Exceed: \$3,500.00

Consultant will bill all reimbursable expenses separately and provide the District with a copy of all expenses for review with each billing. Mark up on expenses may not exceed 10%.

Allowable reimbursable expenses include:

1. Plotting and Document Reproduction
2. Postage and Overnight Mail
3. Delivery charges
4. Photography and film development
5. Models and Renderings
6. Mileage at the IRS-approved rate
7. Overhead on consultant invoices (with a markup not to exceed 10%)

TOTAL NOT TO EXCEED FEE:

Architectural Design Services:	\$85,000.00
Reimbursable Expenses:	\$ 3,500.00
	<hr/>
	\$88,500.00

Invoices shall be submitted at the first of each month for work completed in the prior month. Invoices shall include an updated schedule of values allocating the Contract Sum among the tasks listed in the Scope of Work identified in Exhibit B and the percentage of completion of each phase as of the end of the period covered by the invoice. Payment for services to be in accordance with Section 2.3 of the Contract Services Agreement.

BASIC HOURLY RATE SCHEDULE

If the District makes a decision for which its proper execution involves additional services and expense for changes in or additions to the drawings, specifications, or other documents the Consultant shall be paid for such additional service and expense in accordance with the following Schedule of Billing Rates upon execution of an amendment to this Agreement. Consultant will bill in increments of 15 minutes (0.25 hours) and may not bill for travel time.

Principal	\$265.00
Discipline Director	\$230.00
Project Director	\$220.00
Project Leader	\$185.00
Design Coordinator II	\$160.00
Design Coordinator I	\$135.00
Designer III	\$125.00
Designer II	\$110.00
Designer I	\$100.00
Intern	\$75.00

Support Roles

Director	\$240.00
Manager	\$155.00
Senior Specialist	\$125.00
Specialist III	\$105.00
Specialist II	\$95.00
Specialist I	\$85.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The Project Schedule is as follows:

Project Kick-Off Meeting	March 2020
Pre-Design	March – April 2020
Conceptual Design	April – June 2020
Final Renderings	June – July 2020
Board Presentation	July 2020

The Board's General Manager may agree to extend the deadlines above by as many as 60 days.

DRAFT



SCOPE OF WORK

LBA - PLEASANT VALLEY SENIOR AND RECREATION CENTER
DECEMBER 4, 2019

PROJECT CLARIFICATION AND ASSUMPTIONS

The following are a list of deliverables and proposed meetings defining the of the Scope of Work required for an Environmental Review Submittal for the Pleasant Valley Senior and Recreation Center new 30,728 SF building. All assumptions are based on information provided by the City of Camarillo's Department of Community Development noting required exhibits.

Summary of Deliverables:

- 1) Site Plan of the whole property showing parking spaces, existing buildings, landscaping, and proposed buildings.
- 2) Floor Plan of the proposed construction and existing buildings.
- 3) Elevations of all four sides of the proposed building (elevations are 2-Dimensional renderings of the sides of the building).
- 4) A parking count for all spaces of the property.
- 5) A project description identifying the size of the expansion, intended uses, and any other changes to the facility associated with the project.
- 6) A list of the project objectives. What is intended to be accomplished by constructing the project.
- 7) A Plan Review Application
- 8) A Conditional Use Permit Application
- 9) The Environmental Assessment Questionnaire.

Summary of Meetings:

- 1) (4) Four Staff Meetings conducted Via Web Based Platform, i.e. GoTo Meeting.
- 2) (3) Three Liaison Committee Meetings
- 3) (2) Two Community Outreach Meetings to define the aesthetics of the project.
- 4) (1) One Presentation to the Pleasant Valley Recreation and Parks District Board



COMPENSATION

LPA proposes to work on an hourly basis per the rates below to an estimated maximum of \$85,000.

Reimbursable Expenses: \$3,500.

BASIC HOURLY RATES

Principal	\$265.00
Discipline Director	\$230.00
Project Director	\$220.00
Project Leader	\$185.00
Design Coordinator II	\$160.00
Design Coordinator I	\$135.00
Designer III	\$125.00
Designer II	\$110.00
Designer I	\$100.00
Intern	\$75.00
Support Roles	
Director	\$240.00
Manager	\$155.00
Senior Specialist	\$125.00
Specialist III	\$105.00
Specialist II	\$95.00
Specialist I	\$85.00

NOTE: These rates become effective January 1, 2020 and are subject to change annually.