

**REVOCABLE LICENSE AGREEMENT BETWEEN THE CITY OF THOUSAND OAKS
AND THE CONEJO RECREATION AND PARK DISTRICT
FOR USE OF CITY SOUTH BUILDING AT 401 W. HILLCREST DRIVE**

THIS LICENSE AGREEMENT is made and entered into this **21st day of May, 2024**, by and between the **CITY OF THOUSAND OAKS**, a municipal corporation of the State of California (herein after referred to as "CITY") and the **CONEJO RECREATION AND PARK DISTRICT**, a body corporate and politic, duly organized and existing under the laws of the State of California (herein after referred to as "DISTRICT").

RECITALS

1. WHEREAS, City is the owner of that certain building located at 401 W. Hillcrest Drive, Thousand Oaks, California, which is currently vacant; and
2. WHEREAS, District is currently leasing the adjacent building located at 403 W. Hillcrest Drive; and
3. WHEREAS, District is interested in using Premises on a temporary basis to facilitate recreational programming; and
4. WHEREAS, City desires to allow District to use the Premises and related Common Areas on a temporary basis.

AGREEMENT

NOW, THEREFORE, the undersigned parties hereby agree as follows:

1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section 1 shall have the meanings as set forth below:

Common Areas. All areas and facilities outside the Premises and outside of the south building, but within the Property boundaries that are for the general non-exclusive use of employees of the DISTRICT, DISTRICT customers, invitees and the general public. Common areas include, without limitation, walkways, paths of travel to parking areas from the Premises, patio areas, vehicle parking surface and on-building parking areas and outdoor plazas, as such areas are designated by the CITY.

Premises. The 4,800 square foot space in shell condition at the north end of the 21,220 gross square feet building known as 401 W. Hillcrest Drive. Premises includes restrooms, interior and exterior elevators, and interior or attached stairways, utility areas, vestibules, storage areas, as more completely shown in the floor plan attached hereto, marked Exhibit A, and incorporated herein by this reference.

Property. All land, acreage, entry drives, parking areas, landscaping exterior portions of the north building, and other structures, fixtures and improvements associated with the 401 W. Hillcrest Drive site area owned by the CITY.

Shell Condition. No interior or tenant improvements have been installed and space is without a functioning chiller. Finished restrooms, main air supply and return ducts, and main power is provided and available within the limits of the tenant occupied areas. Main exterior point of entry will be established with existing lock-core.

2. GRANT OF LICENSE TO USE

In consideration of the exchange of promises and agreements herein, CITY hereby grants a revocable license and permission to DISTRICT to use Premises and Common Areas solely for public and municipal purposes, such as the facilitating the provision of summer recreational programming, with the normal vehicle parking and access uses, all on the terms and conditions hereinafter set forth. All presentations and activities on the Premises shall be open to the general public, with the exception of such closed meetings of DISTRICT or other governmental local entities as allowed by law. DISTRICT will also be entitled to the use of those CITY approved exterior portions of the Property, for limited periods of time, for the purpose of conducting exhibits, displays and other special events. Such additional exterior uses shall be first submitted to and coordinated with the CITY and shall require the written permission of the City Manager.

3. RENT

DISTRICT to pay to CITY the sum of \$1 as consideration for the use of Premises.

4. APPURTENANT RIGHTS

The appurtenant rights granted to District under this License Agreement are as follows:

- (a) The right of access to Premises by Authorized Users on a 24/7 basis due to nature of use.
- (b) The right to the nonexclusive pedestrian ingress and egress over the Common Areas of the Property.
- (c) The nonexclusive use of the surface and on-building parking areas of the Property

5. ACCEPTANCE OF PREMISES

District hereby accepts the Premises as is. District acknowledges and accepts that no tenant improvements have been made and the space is without a functioning chiller. District shall be responsible for providing temporary air conditioning devices to cool the space.

6. TERM OF LICENSE

This License shall commence on the Date of Commencement of Use, and the DISTRICT shall thereafter be entitled to use the Premises for approximately 180 days, from May 22 until November 18, 2024. All use, occupancy, and possession shall terminate, without further notice, at end of term set herein. Each party shall have the right to terminate this license agreement upon one month advance written notice to the other party.

7. DISTRICT RESPONSIBILITIES

DISTRICT shall:

- (a) Provide payment to the CITY within 30 days of invoice and request for funds.
- (b) Provide, on Premises, various cultural activities, recreational programs and activities and associated programs and activities for the benefit of the public consistent with the purposes of the CITY and DISTRICT; and
- (c) Manage, schedule, develop rental policies and rates, and operate community meeting rooms and recreational and cultural activity areas for public use for the benefit of the public and consistent with the purposes of the CITY and DISTRICT.

Rental revenues generated by activities managed by DISTRICT above operating expenses will be redirected to the maintenance and operation of the Premises as agreed to by CITY and DISTRICT, based on an annual management and accounting of the revenues by DISTRICT as per the License Agreement for the Conejo Recreation and Park District's Use of City Facility – North Building at 403 W. Hillcrest Drive, contract #4792-2001, signed into effect May 22, 2001.

8. USE RESTRICTIONS

- (a) Other Use Restrictions. DISTRICT agrees that in connection with this use and its operations on the Premises or Property, it will not:
 - 1. Use any objectionable advertising, loudspeakers, public address systems or sound amplifiers which will cause noise to be transmitted or projected beyond the interior areas, and DISTRICT will keep its mechanical apparatus free of vibration and noise;
 - 2. Cause or permit obnoxious odors to emanate or to be dispelled beyond the enclosed interior areas;
 - 3. Create, cause or maintain, or permit any nuisance in or about the

Premises or Property;

4. Commit or suffer any waste in or about the Premises or Property;
 5. Knowingly allow or use the Premises for any unlawful purpose, or purpose which violates a recorded instrument which affects the Property;
 6. Cause or permit any insurance coverage on the Premises or improvements to become void or voidable (unless the DISTRICT has retained an acceptable replacement policy) or make it impossible to obtain any required insurance at commercially feasible rates; and
 7. Cause or permit any ground subsidence or structural damage to adjacent public buildings, improvements, or public property.
- (b) Signs and Exterior Lighting. DISTRICT shall have the option to install on a temporary basis any signage approved by the CITY. Exterior Lighting to remain as-is.

9. UTILITIES

- (a) DISTRICT will be responsible for reimbursing CITY for all monthly utility charges, which shall consist of the following: electricity, gas, water, sewer and refuse collection. The DISTRICT will contract for and solely pay for any other utilities and site security.
- (b) DISTRICT shall install and provide, at their expense, telecommunication and internet services.

10. MAINTENANCE OF PREMISES AND COMMON AREAS

- (a) DISTRICT shall provide custodial services, at a level it determines reasonable for other DISTRICT offices, relative to the daily care and maintenance of the inside of the Premises. The DISTRICT shall also be responsible for a final cleaning of occupied areas prior to vacancy.
- (b) DISTRICT shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to Premises, and DISTRICT hereby expressly waives all right to make repairs at DISTRICT's expense under sections 1941 and 1942 of the California Civil Code, or any amendments thereof. Notwithstanding the foregoing, DISTRICT shall be responsible for cost of repairs beyond normal wear and tear to Premises paid for by City.
- (c) CITY shall provide, at its sole cost, all landscaping care, maintenance, lighting, and exterior or interior repairs to the Premises and Common Areas. CITY will provide limited installation site support for temporary air

conditioning units to be installed by CRPD. DISTRICT will be responsible for any fees associated with lease or rental of temporary air conditioning units.

11. ADDITIONAL NON-OFFICE FURNITURE, FIXTURES, AND EQUIPMENT

DISTRICT agrees to provide all furniture, fixtures, and equipment, including but not limited to, temporary air conditioning units, at its own cost.

12. MODIFICATIONS TO THE PREMISES

CITY and DISTRICT agree to review major interior non-repair modifications to the Premises on an as needed basis prior to approval and the sharing of costs of such modifications, if appropriate.

13. TAXES OR ASSESSMENTS

- (a) Possessory Interest Tax. Pursuant to California Revenue and Taxation Code section 107.6(1), the license or other property interest created herein may be subject to property taxation or a possessory interest tax, and DISTRICT will pay and be subject to the collection of all such taxes levied on the Premises or Property for this license interest.
- (b) DISTRICT Obligation to Pay Taxes/Assessments. DISTRICT covenants and agrees to pay and discharge, during the entire term, before delinquency, all taxes, possessory interest taxes, assessments, late charges of every kind and character which are or may, during the term, be levied, charged, assessed or imposed upon or against the Property, Premises, License or south building, associated rights, fixtures or improvements which are hereafter located thereon, or against any DISTRICT owned property located thereon, or which may be levied, charged, assessed or imposed upon or against the Property, Premises or the License created hereby. Except in the event that DISTRICT contests taxes and satisfies the requirements of this section hereof, CITY shall have the right, but not the obligation, at all times during the term, to pay any taxes, assessments, utility charges or other charges levied or assessed upon or against the Premises or any buildings or improvements which are now or hereafter located thereon, and to pay, cancel and clear off all tax liens, charges and claims upon or against the Premises or any buildings or improvements which are now or hereafter located thereon, and to redeem the Premises from the same, or any of them, from time to time, without being obligated to inquire as to the validity of same. Any sums paid by the CITY shall become due and payable by DISTRICT on the next day after written notice is provided to DISTRICT of any such payment by CITY.

14. DISTRICT ACCEPTANCE AND USE OF PROPERTY AS-IS; NO WARRANTY

Prior to the Possession Date, DISTRICT shall have performed all of its due diligence and investigation of the suitability of the site for the intended use described herein and unless DISTRICT provides notice to CITY of identified defects prior to the Possession Date, DISTRICT shall be deemed to have accepted the Premises As-Is without any warranty, expressed or implied, or other representation by the CITY.

15. RELATIONSHIP OF PARTIES

The parties hereto agree that DISTRICT relationship to CITY for this Agreement shall be one of independent contractor to the 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.

15. NO GRANT OF PROPERTY INTEREST

Nothing herein contained shall be construed to create, convey, grant or to imply that any grant or conveyance has been made to DISTRICT of any title or interest in or to the Premises, building or the Property.

16. DESTRUCTION: FIRE AND EXTENDED COVERAGE AND LIABILITY INSURANCE

- (a) Destruction. If at any time the structures or improvements constructed on the Premises are destroyed in whole or in part by fire, earthquake or other event insured against, and such loss is covered or not covered by insurance, the DISTRICT, at its own expense: (1) may repair and restore such damaged structure or improvement; or (2) the parties shall meet and decide to terminate this License Agreement or how best to proceed.
- (b) Fire and Casualty. DISTRICT shall, at its sole expense, obtain and keep in force during the term of this License, fire and commonly covered perils in an extended coverage insurance policy (excluding earthquake insurance, if such coverage is commercially unmarketable) in the customary form used by the City of Thousand Oaks, California, on all interior movable improvements located in the Premises, and on all machinery, office partitions, furniture and equipment located therein. The amount of such insurance at all times during the term shall not be less than 100% of the actual replacement cost of such improvements, machinery, furniture, fixtures and equipment.

CITY shall, at its sole expense, obtain and keep in force during the Term of this License, fire and commonly covered perils in an extended coverage insurance policy if such coverages in its determination are commercially marketable (excluding earthquake insurance) in the customary form used by the City of Thousand Oaks on all structural elements and interior permanent improvements in the building located on the Premises.

The amount of such insurance at all times during the term shall not be less than

100% of the actual replacement cost of such structural improvements.

- (c) General Liability. DISTRICT shall, at its sole expense, obtain and keep in force during the Term, general liability insurance with limits of not less than \$5,000,000 for injury to or death of any number of persons in one occurrence, and not less than \$2,000,000 for damage to property, insuring against any and all liability of CITY and DISTRICT, including, without limitation, coverage for contractual liability, broad form property damage, host liquor law liability, personal injury, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and insurance on all boilers and other pressure vessels, whether fired or unfired, located in, on, or about the Premises, without exclusion for explosion, collapse and underground hazard damage, in an amount not less than \$2,000,000. All such insurance shall insure the performance by DISTRICT of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in this License. All such insurance shall be noncontributing with an insurance which may be carried by CITY and shall contain a provision that CITY, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY, its agents and employees, or the property of such persons.
- (d) No Subrogation. DISTRICT agrees that such policy of fire and extended coverage insurance and all other policies of insurance on the Premises obtained by DISTRICT, whether required by the provisions of this License or not, shall be made expressly subject to the provisions of the DISTRICT's indemnity/hold harmless of the CITY and all DISTRICT's insurers hereunder shall waive any right of subrogation against CITY to the extent such insurers permit.
- (e) Quality of Insurance/Proof and Cancellation. All insurance provided for in this Lease, and all renewals thereof, shall be issued by companies as rated at least A-15 by Best Insurance Reports (Property Liability) or approved by CITY. All insurance policies shall be subject to approval by CITY as to form and substance and shall expressly provide that all such policies shall not be cancelled or altered without 30 days prior written notice to CITY. The limits and coverage of all such insurance shall be adjusted by agreement of CITY and DISTRICT during every tenth year during the Term in conformity with the then prevailing custom of insuring property similar to the Premises in the City of Thousand Oaks. Upon the issuance thereof, each insurance policy or a duplicate or certificate thereof shall be delivered to CITY.
- (f) Use of Proceeds. All proceeds of or amounts that shall be received under any insurance policy specified in subsections (a) and (b) above, shall be first applied to the payment of the cost of repair, reconstruction or replacement of any buildings or improvements, or furniture, fixtures, equipment and machinery, that is damaged or destroyed. If said insurance proceeds shall be insufficient in amount to cover the cost of repairing, reconstructing, or replacing any buildings or improvements, or furniture, fixtures, equipment, and machinery, as herein required, the parties shall meet and decide to terminate this License Agreement or how best to proceed.

17. INDEMNITY AND HOLD HARMLESS

- (a) Absolved of Liability. It is the intent of the parties hereto, and to the fullest extent allowed by law, that: (1) DISTRICT covenants and agrees that CITY, its elected officials, directors, officers, employees, and agents shall not at any time, and to any extent whatsoever, be liable, responsible or accountable for any loss, injury, death or damage to persons or property which, at any time may be suffered or sustained by DISTRICT, its employees, guests, invitees, contractors, members, or by any person who may at any time be using, occupying or visiting the Premises or be in, on or about the Premises, from any cause whatsoever, except when such loss, injury, death or damage shall be caused by the direct negligence or intentional acts or omissions of CITY; and (2) CITY covenants and agrees that DISTRICT shall not at any time, and to any extent whatsoever, be liable, responsible or accountable for any loss, injury, death or damage to persons or property which, at any time may be suffered or sustained by CITY, its elected officials, directors, officers, employees, and agents, or by any person who may at any time be using, occupying or visiting the Premises or be in, on or about the Premises, from any cause whatsoever, except when such loss, injury, death or damage shall be caused by the direct negligence or intentional acts or omissions of DISTRICT.
- (b) Dual Indemnities. Other than CITY's intentional or negligent acts or omissions, DISTRICT shall forever indemnify, defend, hold and save CITY, its elected officials, directors, officers, employees, and agents free and harmless of, from and against any and all claims, lawsuits, demands, liability, loss or damage whatsoever on account of any such no payment, loss, injury, death or damage occasioned by any act of the DISTRICT or its agents, employees, visitors, patrons or contractors, or any cause connected directly or indirectly with DISTRICT occupation, use, construction work or activities on the Premises or Property. DISTRICT assumes the risk for any and all losses and hereby waives all claims against CITY for damages to the buildings and improvements now or hereafter located on the Property, and to the property of DISTRICT in, upon or about the Premises, and for injuries to persons or property in, on or about the Premises, from any cause arising at any time, except for any such claims arising from negligent or intentional acts or omissions committed by CITY.

Other than DISTRICT's intentional or negligent acts or omissions, the CITY forever indemnifies, defends, holds and save DISTRICT free and harmless of, from and against any and all claims, lawsuits, demands, liability loss or damage whatsoever on account of any such no payment, loss, injury, death or damage occasioned by any act of CITY or its agents, employees, visitors, patrons or contractors, or any cause connected directly or indirectly with CITY occupation, use, construction work or activities on the Premises or Property. Except as to DISTRICT obligations for insurance coverage, the CITY assumes the risk for any and all losses and hereby waives all claims against DISTRICT for damages to the building and improvements now or hereafter located on the Property, and for injures to persons or property in, on or about the Premises, from any cause

arising at any time, except for any such claims arising from negligent or intentional acts or omissions committed by DISTRICT.

The parties' waiver and indemnity obligations set forth in this section shall survive the termination or expiration of this License with respect to any claims or liabilities arising out of injury or damage to person or property which occurs during the Term.

- (c) Duty to Defend. The duty to defend shall include any suits or actions in law or equity concerning any activity, act or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

18. NO WAIVER

Neither party waives, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the CITY, or the deposit with CITY, of any insurance certificates or policies described in this License.

19. TITLE TO IMPROVEMENTS

Title to all fixtures, carpets, draperies, and improvements in the building, that may from time to time be constructed by DISTRICT or CITY in the Premises, shall be and remain the property of the CITY. DISTRICT, on termination of this License, shall execute and deliver any and all deeds, bills of sale, assignments, and other documents which, in CITY's judgment, as may be necessary or appropriate to evidence or to vest in CITY clear title to any of the property located on the Premises at the time of such termination. DISTRICT, in addition, shall deliver to CITY on termination of this License, originals or certified copies of any building plans, As-Builts, reports, contracts or other items relating to the subsequent alterations to or operation of the Premises.

20. NO ASSIGNMENT AND SUBLETTING

The nature of the facilities and uses described in this License are unique, of a public benefit to and personal to the CITY. DISTRICT may not sublet, convey, encumber, pledge, transfer, lease or sell any interest in the Premises, Property, or any portion thereof, nor may it assign or transfer this Agreement or any interest therein, at any time. Any such subletting, encumbering, pledge, assignment, transfer, sale, or conveyance shall be null and void and cause this License to be automatically terminated without notice.

21. NONWAIVER

No waiver or any default under this License shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this License shall constitute a waiver, abandonment, or relinquishment thereof or prohibit or prevent any election

under or enforcement or exercise of any right, privilege, or option hereunder. No waiver or any provision hereof by CITY or DISTRICT shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by CITY or DISTRICT, as the case may be. The receipt by CITY of any payment with knowledge of any default under this License shall not constitute or operate as a waiver of such default.

22. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

23. INTEGRATION, AMENDMENTS, AND INTERPRETATION

This instrument constitutes the entire Agreement between the CITY and DISTRICT with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This License may not be amended or modified in any respect whatsoever except by an instrument in writing signed by both parties. The provisions of this Agreement should be liberally construed to effectuate its public purposes. The language of all parts of this License shall be construed according to its plain meaning and shall not be construed for or against either party, as each party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa. The captions, headings and index of this Agreement are for convenience only and have no force and effect in the interpretation or construction of this Agreement. All exhibits attached hereto are by this reference incorporated herein as though fully set forth in this Agreement.

24. NO THIRD-PARTY RIGHTS

Nothing in this License, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this License on any persons other than the parties hereto and their respective successors, nor is anything in this License intended to relieve or discharge the obligations or liability of any third persons to any party to this License, nor shall any provision give any third persons any right or subrogation action over or against any party to this License.

25. GOVERNING LAW

This License shall be governed by and construed in accordance with the laws of the State of California.

26. 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 CITY: City Manager
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91320

TO DISTRICT: General Manager
Conejo Recreation and Park District
Hillcrest Center
403 W. Hillcrest Drive
Thousand Oaks, CA 91360

27. SIGNATURES

- (a) Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (b) Scanned Signatures. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.
- (c) Digital/Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

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

**CONEJO RECREATION AND PARK
DISTRICT:**

Jim Friedl, General Manager, Conejo
Recreation and Park District

CITY OF THOUSAND OAKS:

Al Adam, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED AS TO FORM

Office of the City Attorney

Noel Doran, Assistant City Attorney

EXHIBIT A

