



Community Development Department **STAFF REPORT**

2100 Thousand Oaks Boulevard • Thousand Oaks, CA 91362
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TO: Andrew P. Powers, City Manager

FROM: Kelvin Parker, Community Development Director
Jaime Boscarino, Finance Director

DATE: January 25, 2022

SUBJECT: **Lease Agreement between City of Thousand Oaks and Conejo Open Space Conservation Agency**

RECOMMENDATION:

Approve Cameron Center Facility Lease between the City and the Conejo Open Space Conservation Agency (COSCA) for use as the COSCA Ranger Headquarters.

FINANCIAL IMPACT:

No Additional Funding Requested. Minimal staff time to complete lease agreement and staff report is included in the Adopted Fiscal Year 2021-22 General Fund Budget. Leasing the Cameron Center and transferring a portion of the maintenance and utility costs to COSCA will reduce City maintenance and operations expenditures at the facility by approximately \$40,000 annually. COSCA increased their current budget for maintenance, utilities, and tenant improvements.

BACKGROUND:

COSCA was established in 1977 as a joint powers authority between the City and the Conejo Recreation and Park District (CRPD) for the acquisition and management of open space properties. COSCA currently manages approximately 12,700 acres of open space and the primary focus of the agency's work has transitioned from land acquisition to land management. Management of open space, particularly land that is open daily for public recreation, is a significant responsibility involving trail planning, construction and maintenance, engaging with open space neighbors, educating the community about natural resources, coordinating volunteers, law enforcement, managing signage, emergency response, weed abatement, and other infrastructure maintenance. Most of this work is completed by COSCA's Ranger Program staff.

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In recognition of COSCA's expanded responsibilities, City Council and CRPD Board of Directors approved enhanced budget allocations to increase COSCA staffing levels in the FY 2021-22 and FY 2022-23 budgets. As a result, COSCA's budgeted ranger positions increased from six to ten. The ten rangers are joined by an existing open space technician for a total staff of eleven.

COSCA field staff currently work out of a shipping container located at the CRPD Oakbrook Service Yard. This location has insufficient space for offices, vehicles, and tool storage for COSCA's staffing. COSCA's recently-hired Supervising Park Ranger is housed in temporary quarters at the CRPD office, removed from the ranger staff. A new location is needed to support COSCA's mission and serve as a centralized headquarters to consolidate COSCA operations.

DISCUSSION/ANALYSIS:

Establishing a central headquarters location for COSCA rangers will bring all COSCA field resources together in a central location and increase operations efficiency. Appropriate locations must have adequate office space, parking for a fleet of 10 ranger trucks and accessory vehicles, parking for ranger staff, and space to store essential tools. Ideally, the location would be in a centralized location for rapid access to the open space areas throughout the Conejo Valley.

COSCA staff have researched locations for relocating the Ranger Headquarters. As a joint-powers agency, staff began the search with the resources of its parent agencies (City and CRPD). There were limited options for space meeting the essential requirements, but the Cameron Center was determined to be uniquely suited for COSCA's needs. The location has ample space for offices, fleet vehicles, tool storage, and is centrally located relative to the open space system. The alternative option would have been to lease commercial office space. Staff researched rented space meeting COSCA's needs, and an average rent would have cost approximately \$165,000 per year. The initial outfitting of rented space was estimated to cost approximately \$150,000. Utilizing an existing City-owned property achieves the best value for COSCA and makes the most and best use of an infrequently-used City facility.

COSCA approached the City's Facilities Division of the Finance Department with a proposal for leasing the Cameron Center to COSCA as Ranger Headquarters. The Facilities Division researched the historic use of the facility and evaluated the financial implications of the change in use. The Cameron Center, formerly the Ellis House, was acquired from the Janss Corporation in 1973, and was used for public meetings during the 1970's and 1980's. The facility has also been used by the City's Facilities Division as a Maintenance Shop, and throughout the years as a community rental space. In 2003, exterior restrooms were added to support the patrons using the Los Robles Greens Golf Course.

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In recent years, facility usage has averaged 1-2 times each week for rental events. The most significant user has been CRPD for hosting children's summer camps, and these have been recently moved to other locations. The typical annual income from rentals is approximately \$4,200. Typical annual operations and maintenance expenditures are approximately \$70,000. It is anticipated that the City's annual maintenance costs with COSCA as tenant would be reduced by approximately \$40,000 for a savings to the General Fund.

Under this proposal, the City would lease the facility to COSCA. COSCA would pay an annual lease of \$1.00 and assume most of the general maintenance responsibilities (i.e., interior maintenance, landscaping, and security) and utilities. The City would maintain responsibility for capital improvements of the building infrastructure (i.e., plumbing, electrical, roofing, parking lot) as is the practice with the City's other building leases.

Public Outreach

The City's Capital Facilities Committee (Committee) met on December 8, 2021, to discuss the proposed lease. Four public speakers addressed the Committee regarding the proposed change with concerns of finding adequate affordable rental spaces in the Conejo Valley. Staff addressed the comments made by the public speakers and provided information on alternative City-owned public meeting spaces that could be rented at no charge by non-profit groups. After the Committee meeting, staff also contacted additional regular renters of the Cameron Center regarding the proposed lease. The groups were assisted with information on other public rental options within the City and those managed by CRPD. An informational letter regarding the proposed change in the use of the Cameron Center was mailed to adjacent neighbors along Greenmeadow Drive, Yellowstone Avenue, and Cherry Hills Court.

Leasing the facility to COSCA represents a significant investment in open space management and results in the highest and best use of the site. The Lease Agreement (Attachment #1) will maximize the Cameron Center's impact in the community and position COSCA for improved operational efficiencies.

COUNCIL GOAL COMPLIANCE:

Meets City Council Goal E:

- E. Complete ring of open space around the City; Protect and preserve ridgelines, natural habitat, and designated open space areas.

PREPARED BY: Brian Stark, COSCA Administrator
Elizabeth Perez, Facilities Manager

Attachment:

Attachment #1 – Lease Agreement with COSCA

**LEASE BETWEEN CITY OF THOUSAND OAKS AND
CONEJO OPEN SPACE CONSERVATION AGENCY
FOR OFFICE SPACE AT THE CAMERON CENTER**

This LEASE AGREEMENT is made this **25TH day of January, 2022**, by and between City of Thousand Oaks, hereinafter referred to as “CITY” or “LESSOR”, and Conejo Open Space Conservation Agency (“COSCA”), hereinafter referred to as “COSCA” or “TENANT”.

RECITALS

- A. CITY is a general law city located in eastern Ventura County. It consists of 56 square miles and serves a population of approximately 127,000.
- B. COSCA was created in 1977 by a joint powers agreement between CITY and Conejo Recreation and Park District (CRPD).
- C. COSCA’s organizational mission is to acquire, conserve, and manage open space within and surrounding the Conejo Valley for future generations, sustainably balancing public use with ecosystem protection. For over 25 years, COSCA rangers and administrative staff have managed over 12,000 acres of open space and maintain more than 170 miles of trails.
- D. CITY is the owner of the Cameron Center property located at 288 Greenmeadow Drive, Thousand Oaks, California, consisting of a former residential house modified as a rental space for public meetings including a parking lot.
- E. CITY desires to lease to COSCA approximately 4,480 square feet of the Cameron Center, including 34 parking spaces, front landscaping, and patio area, more specifically defined herein, for storage of supplies, office space, vehicle parking and business purposes.
- F. The Los Robles Greens Golf Course occupies and is responsible for the maintenance of two (2) gender neutral restrooms of approximately 50 square feet, which are located on the east side of the Cameron Center building, more specifically identified in Exhibit “A” attached hereto.
- G. Making storage and office space available to COSCA supports City Council’s goal to continue CITY’s commitment to open space services and cooperate with other governmental organizations.
- H. COSCA desires to occupy the Premises, and CITY desires to lease said premises to COSCA for its specified business purposes.

NOW, THEREFORE the parties hereto agree as follows:

Section 1. Definitions

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

“Parking Area” means the area at 288 Greenmeadow Drive, which is designed specifically for automobile parking and contains approximately 34 spaces.

“Premises” means approximately 4,480 gross square feet of building located at 288 Greenmeadow Drive and the Parking Area more specifically identified on the floor plan attached hereto as Exhibit “A”. Premises specifically excludes 2 exterior bathrooms which are maintained by Los Robles Greens Golf Course staff.

Section 2. Agreement to Lease

Pursuant to the provisions set forth herein, CITY hereby leases the Premises to COSCA, and grants the below-described appurtenant rights. No sheltering or lodging of Staff is permitted. The only vehicles used in providing the service and accessing the premises and Parking Area shall be COSCA, CRPD vehicles in the performance of duties as assigned by COSCA, and any vehicles of any authorized guest or visitor. COSCA hereby agrees to lease Premises from CITY on the terms, provisions and conditions set forth herein.

Section 3. Term

The initial term of this Agreement shall be for five (5) years commencing on January 25, 2022, and ending on December 31, 2026. Thereafter, this Agreement shall include one (1), five (5) year automatic renewal, with a maximum term total of no more than 10 years, unless either party terminates said Agreement in writing as set forth in this Lease.

Section 4. Termination

CITY and TENANT retain the right, in their sole and absolute discretion and without cause, to terminate the Agreement upon 120 days prior written notice to the other party.

In the event this Agreement is terminated, for reasons other than those stated in Section 18 of this Lease, TENANT shall remove all personal property and vacate the Premises within 120 days after the effective date of termination, and TENANT shall not have the right to occupy the Premises. Should TENANT continue to occupy the space after termination, without the express written consent

of CITY, it is agreed that said occupancy shall constitute a trespass and that, in addition to any other remedies available to it, CITY shall be entitled to seek immediate injunctive relief.

Section 5. Appurtenant

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

The non-exclusive right to use of parking spaces for parking purposes only in the surface parking area. At no time shall any inoperable or abandoned vehicles be left in the parking space for longer than 72 hours. COSCA will be responsible for any hazardous materials contaminating the exposed ground area.

Section 6. Rent

COSCA shall pay to CITY an annual rent of one dollar (\$1.00) per year, with the first years' rent payment payable within 30 days of the execution of this lease and all subsequent years' rent payable on January 1st of each year.

Rent and/or any money due hereunder shall be deposited by COSCA on or before the due dates, in lawful money of the United States of America at the office of CITY's Finance Director, 2100 E. Thousand Oaks Blvd., Thousand Oaks, CA 91362, or at such other place or places as may be designated by CITY.

Section 7. Acceptance of Premises

COSCA accepts Premises as is. At all times during the Term of this Lease and at COSCA's sole cost, COSCA shall keep the Premises in good condition and repair excluding ordinary wear and tear and damage to the Premises by fire, earthquake, act of God, or from the elements. At the end of the Term of this Lease, COSCA shall surrender to CITY Premises in the same condition as when received excluding ordinary wear and tear and damage by fire, earthquake, act of God, or from the elements. Prior to COSCA taking possession of the property, CITY has no obligation and has made no promise to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof. CITY has made no representations respecting the condition of the Premises or the building, except as specifically set forth in this Lease. COSCA warrants that it has inspected the Premises and accepts them as is.

Section 8. COSCA Responsibilities

COSCA shall be responsible for all costs and coordination associated with the following:

1. Pay utility providers directly for services, including, but not limited to:

- a. Electricity
 - b. Natural Gas
 - c. Internet/cable
 - d. Phone
 - e. Water
 - f. Sewer
 - g. Solid Waste
2. Building maintenance services:
- a. Janitorial services (interior and exterior)
 - i. Daily/routine cleaning
 - ii. Unclogging toilets/sinks (plunger only)
 - iii. Supplies (toilet paper/paper towels/seat covers/cleaning products)
 - iv. Hard floor cleaning
 - v. Window Washing
 - vi. Wood floor cleaning
 - b. Security services (guard and/or patrol services)
 - c. Security System (intrusion detection/alarm system)
 - d. Lighting: all building interior and exterior (lamp/bulb replacements including parking lot lighting)
 - e. Pest Control (excluding building tenting for termites)
3. On-site furnishing, equipment and appliances
4. Automated gate controllers, motors and gate
5. Addition of any air-conditioning units and the repair or replacement of the one (1) existing wall unit
6. Painting interior walls and surfaces
7. Landscaping: routine maintenance and small vegetation replacement
8. COSCA shall maintain Premises in a reasonable manner

Section 9. CITY Responsibilities

CITY shall provide for and maintain at CITY's expense, building and site maintenance. CITY shall maintain, repair or replace, as needed, the physical

structure, mechanical, electrical, and plumbing systems per industry standards and code requirements including, but not limited to:

- a. Roof: replacement and repairs to maintain water-tight enclosure
- b. Mechanical System: existing forced-air unit for heating
- 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, and equipment
- e. Fire Protection: maintenance and repair or replacement of two fire extinguishers
- f. Wood Floor: refinish (sand and re-sealing) every 5 years
- g. Light Fixtures: Repair or replace fixtures to maintain similar condition to date of occupancy (interior and exterior parking to lighting)
- h. All other components connected and integral to the building structure including, but not limited to wall, structural components, doors, windows, existing built-in cabinets, and door hardware including locks
- i. Solar panels and system maintenance and repairs
- j. Fencing maintenance and repairs
- k. Parking lot paving (re-surfacing and replacement)
- l. Painting: exterior surfaces
- m. Chain link fencing and gates
- n. Landscaping: tree trimming and replacements; irrigation repairs

Section 10. Use Limitations: Hazardous Substances

The use of the Premises shall be restricted to solely COSCA's business activities. Without prior written approval of CITY, COSCA shall not engage in any activity in or about the Premises that constitutes a reportable use of any hazardous substance nor shall COSCA store any hazardous substance. COSCA shall not use the Premises in a manner that creates waste or a public or private nuisance, or unreasonably disturbs the neighboring residents of the Premises.

Section 11. Security and Access

COSCA will have access to Premises at all times. COSCA shall be issued keys to the Premises as needed by CITY and will be responsible for securing said Premises. Only COSCA employees, staff, volunteers, or any permitted guests and visitors of COSCA may access the Premises.

Section 12. Insurance

CITY shall maintain property insurance against all risks of loss to the Premises, including, but not limited to building collapse, earthquake, fire, flood, impact of vehicles and aircraft, lightning, malicious mischief, vandalism, water damage, and windstorm. CITY's insurance need not include coverage for COSCA's improvements, fixtures, furniture, vehicles, equipment or other personal property.

Section 13. No Assignment and Sublease

COSCA may not mortgage, encumber, pledge, assign, sublease or transfer any interest of COSCA in this Agreement or Premises by voluntary act or by operation of law, or otherwise. Any such act will result in automatic termination of this Agreement.

Section 14. Additions and Improvements

COSCA may not physically alter the PREMESIS (building or property) without approved written consent and in coordination with CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is, Elizabeth Perez, Facilities Manager. COSCA will be responsible for all permits and governing regulations associated with such alterations. COSCA shall not attach or alter wiring, plumbing, ducts, or fixtures. All desks, office partitions, furniture, other equipment and other personal property shall be the property of COSCA unless otherwise designated as property of CITY. Permanent improvements, such as fencing and gates, will be the property of CITY.

Section 15. Right of Entry: Inspection

Representatives of CITY shall, subject to reasonable security precautions, have the right to enter upon Premises at all times: (i) to inspect the same; (ii) for any purpose connected with the rights or obligations of CITY under this Agreement; (iii) to determine compliance with this Agreement; or (iv) for all other lawful purposes.

Section 16. Repairs and Governmental Regulations

A. COSCA shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to Premises, except as specified in Section 8 of this agreement and COSCA hereby expressly waives all right to make repairs at CITY's expense under sections 1941 and 1942 of the California Civil Code, or any amendments thereof. Notwithstanding the foregoing, COSCA shall be responsible for any damage to the property caused by COSCA or any other cost of repairs beyond normal wear and tear to Premises even if paid for by CITY.

B. COSCA shall comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting Premises, or any activity or condition on or in Premises.

Section 17. Indemnification and Hold Harmless Agreement

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

(b) **Defense and Indemnity of Third Party Claims/Liability.** COSCA 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 COSCA's negligence, recklessness or willful misconduct relating to COSCA's use of the Premises, 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 CITY.

Section 18. COSCA's Defaults and City's Remedies

A. The following shall constitute Events of Default by COSCA:

1. COSCA does not timely remit payment of any rent or other moneys due hereunder and such nonpayment continues for a period of ten (10) days after written notice thereof to COSCA;
2. COSCA fails in the performance or observance of any of the other agreements, covenants or conditions of this Agreement on the part of COSCA to be performed and observed and such default shall continue for a period of thirty (30) days after written notice thereof to COSCA, or, in the case of a default which cannot be cured by the payment of money and cannot be cured within thirty (30) days, shall continue for an unreasonable period after such written notice;
3. COSCA abandons Premises;
4. COSCA admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of the federal government or any state government

or any subdivision of either now or hereafter in effect, makes an assignment for the benefit of its creditors, consents to, or acquiesces in the appointment of a receiver of itself or of the whole or any substantial part of Premises;

5. A court of competent jurisdiction enters an order, judgment or decree appointing a receiver of COSCA or of the whole or any substantial part of Premises, and such order, judgment or decree is not vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree;

6. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against COSCA under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the Federal government or any state government or any subdivision of either now or hereafter in effect, and such order judgment or decree is not vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree; or

7. Under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction assumes custody or control of COSCA or of the whole or any substantial part of Premises, and such custody or control is not terminated within sixty (60) days from the date of assumption of such custody or control.

B. Upon the occurrence of any Event of Default by COSCA hereunder, CITY shall have the following rights and remedies, in addition to all other rights and remedies of CITY provided hereunder or by law:

1. The right to terminate this Agreement, in which event COSCA shall immediately surrender possession of Premises and pay to CITY all rent and all other amounts payable by COSCA hereunder to the date of such termination.

Section 19. Mechanics Liens

COSCA shall promptly pay or cause to be paid all sums of money that may become due for any labor, services, materials, supplies, or equipment alleged to have been furnished or to be furnished to or for, in, upon or about Premises, and which may be secured by any mechanic's, materialman's or other lien against Premises and shall cause each such lien to be fully discharged and released; provided, COSCA (i) may contest any such claim or lien without payment thereof so long as such nonpayment and contest stays execution or enforcement of the lien, but if such lien is reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not stayed, or if stayed and the stay thereafter expires, then COSCA shall forthwith pay and discharge or cause to be paid and discharged such judgment or lien; (ii) may delay payment

without contest so long as and to the extent that such delay will not result in the change of possession or interest in the Premises, imposition of any penalty or foreclosure.

Section 20. Real Property Taxes

Because of this Agreement a possessory interest subject to property tax may be created. To the extent and for such time as the real property is subject to any real property tax to CITY, COSCA shall be responsible for such tax and CITY shall not be responsible for such tax.

COSCA further acknowledges, understands and hereby agrees to pay and assume, when due and owing, and hold CITY free and harmless from liability thereon, all such tax levied by reason of such possessory interest. In this regard the following notice is given to COSCA:

“NOTICE. Pursuant Revenue and Taxation Code Section 107.6 a possessory interest as defined in Sections 107 and 107.4 may be created by this agreement, and may be subject to property taxation, in which event the private party to this agreement in which the possessory interest is vested may be subject to the payment of property tax levied on such interest.”

Section 21. Destruction

If during the term, the Premises are totally or partially destroyed from any cause, rendering the same totally or partially inaccessible or unusable, this Agreement shall automatically terminate. In such event neither party shall have an obligation to the other party under this Agreement except Section 17 shall survive said termination.

Section 22. Quiet Enjoyment

CITY covenants and agrees that COSCA, by keeping and performing the covenants and agreements herein contained, shall, at all times during the term hereof, peaceably and quietly have, hold and enjoy Premises.

COSCA acknowledges Premises is located adjacent to a residential neighborhood and Los Robles Greens Golf Course which will have normal pedestrian noise associated with its location.

Section 23. Subordination; Attornment

This Agreement shall be subordinated to and subject to any mortgage, deed of trust, CITY bond or certificate of participation now or hereafter placed by the CITY on Premises. Such lender, bondholder or certification of participation holder is and shall not be liable for any act or default of CITY.

Section 24. Waiver

If any action or proceeding is instituted or if any other steps are taken by CITY or COSCA, and a compromise, part payment or settlement thereof shall be made, either before or after judgment, the same shall not constitute or operate as a waiver by CITY or COSCA of any agreement, covenant or condition of this Agreement or of any subsequent breach thereof. No waiver of any default under this Agreement 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 Agreement 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 of any provision hereof by CITY or COSCA shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by CITY or COSCA, as the case may be. The receipt by CITY of rent with knowledge of any default under this Agreement shall not constitute or operate as a waiver of such default. Payment by COSCA or receipt by CITY of a lesser amount than the stipulated rent or other sums due CITY shall operate only as a payment on account of such rent or other sums. No endorsement or statement on any check or other remittance or in any communication accompanying or relating to such payment shall operate as a compromise or accord and satisfaction unless the same is approved in writing by CITY, and CITY may accept such check, remittance or payment without prejudice to its right to recover the balance of any rent or other sums due by COSCA and pursue any remedy provided under this Agreement or by law.

Section 25. Force Majeure

Neither party shall be chargeable with, liable for not acting on time, nor responsible to act on time, if unable to act because of any fire, earthquake, explosion, flood, war, riot, destruction of Premises, strike, material shortage, governmental stop order, or act of God that is beyond that parties' control. Any such delay shall not be a breach of this Agreement.

Section 26. 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.

Section 27. Notices

Any notices permitted or required to be given or served by either party to the other shall be in writing and delivered personally, or by depositing said notice in the United States mail, sent by certified or registered mail, postage prepaid, or by nationally recognized courier or overnight delivery service (e.g. Federal Express), and addressed as follows:

TO TENANT: Conejo Open Space Conservation Agency (COSCA)
Attn: Brian Stark, COSCA Administrator
2100 E. Thousand Oaks, Blvd.
Thousand Oaks, CA 91362

TO CITY: City of Thousand Oaks
Attn: Jaime Boscarino, Finance Director
2100 E. Thousand Oaks Boulevard
Thousand Oaks, CA 91362

Or to such other address or addresses as such party may designate to the others by notice given in accordance with the provisions of this section.

Section 28. Legal Advice

Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement, and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Section 29. Time of Essence

Time is expressly made of the essence with respect to the performance by the CITY and COSCA of each and every obligation and condition of this Agreement.

Section 30. Authorization

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

Section 31. Modifications

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

Section 32. Use Of The Term “City”

Reference to “City” in this Agreement includes City Manager or any authorized representative acting on behalf of City.

Section 33. Severability

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 34. 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 WITNESS WHEREOF, this Lease Agreement has been executed by the parties as of the date and year written below.

**CONEJO OPEN SPACE
CONSERVATION AGENCY**

By: Rorie Skei
Title: Chairperson

ATTEST:

APPROVED AS TO FORM:

By: James Friedl
Title: Secretary

By: Noel Doran
Title: Assistant Attorney

ATTEST:

CITY OF THOUSAND OAKS:

Cynthia M. Rodriguez, City Clerk

Bob Engler, Mayor

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

APPROVED AS TO FORM:
Office of the City Attorney

Jaime Boscarino, Finance Director

Patrick Hehir, Assistant City Attorney

EXHIBIT A

