



**AGENDA
SPECIAL MEETING
BOARD OF DIRECTORS
AGOURA HILLS/CALABASAS COMMUNITY CENTER
JOINT POWERS AUTHORITY
VIDEO CONFERENCE**

Agoura Hills/Calabasas Community Center
27040 Malibu Hills Road, Activity Room, Calabasas, CA 91301
Thursday, July 6, 2022
6:30 p.m.

Join Zoom Meeting

<https://us06web.zoom.us/j/81775964355?pwd=YW9YK0UrRGNLOUlodVF5OHZOTHcvdz09>

Meeting ID: 817 7596 4355

Passcode: 540951

Call-In Telephone Number: 1-669-900-6833

Pursuant to Governor Newsom's ongoing state of emergency declaration, this meeting is being conducted utilizing video conferencing and electronic means consistent with AB 361, regarding the COVID-19 pandemic. Members of the Joint Powers Authority Board or staff may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing guidelines, members of the public may observe and offer comment at this meeting telephonically or electronically. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA") please contact Amy Brink at info@ahccc.org prior to the meeting for assistance. Emails will be summarized at the meeting.

I. CALL TO ORDER

II. ROLL CALL

Chair Deborah Lopez
Vice-Chair James Bozajian
Authority Member Jim Bukowski
Authority Member Matt Heller
Authority Member Lucy Martin
Authority Member Brad Rosenheim
Authority Member Jerry Viner
Alternate Member Denis Weber (Agoura Hills City Council)
Alternate Member Peter Kraut (Calabasas City Council)
Alternate Member John Suwara (Calabasas)
Student Member Ella Dobkousky (Calabasas)
Student Member Kearston Stepenosky (Calabasas)

III. SPECIAL PRESENTATIONS

A. None

IV. APPROVAL OF AGENDA

V. ORAL COMMUNICATIONS

Persons wishing to speak on items not listed on the agenda may speak. Please submit a request-to-speak slip (via the chat box).

VI. CONSENT CALENDAR

Items on Consent Calendar may be approved by a single motion and vote. Unless otherwise requested in advance by a member of the JPA, staff or public, there will be no separate discussion of these items. If an item is removed by the JPA, or staff, the item is deferred to the end of the agenda. If a member of the audience wishes to testify, the item is not deferred.

VII. COMMUNITY ALLIANCE REPORT

A. Community Center Alliance Update

REFERENCE: CCA PRESIDENT MATT HELLER

VIII. COMMITTEE REPORTS

IX. OLD BUSINESS

X. NEW BUSINESS

A. First Amendment to Memorandum of Understanding By and Between the Agoura Hills/Calabasas Community Center Joint Powers Authority and the City of Calabasas Regarding Community Center Repairs

STAFF REFERENCE: DIRECTOR OF COMMUNITY SERVICES ERICA GREEN
DIRECTOR OF COMMUNITY SERVICES AMY BRINK

XI. MATTERS FROM COMMUNITY SERVICES DIRECTORS

XII. MATTERS FROM DIRECTORS

XIII. ADJOURNMENT

The next Regular Agoura Hills/Calabasas Community Center JPA meeting will be held on July 28, 2022 at 6:30 pm.

Copies of the Staff Reports or other written documentation relating to each item of business described above are on file in the office of the Authority Clerk, Agoura Hills/Calabasas Community Center, 27040 Malibu Hills Rd., Calabasas, California, 91301, and are currently available online for public inspection during Coronavirus-19 closure.

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**AGOURA HILLS/CALABASAS COMMUNITY CENTER
JOINT POWERS AUTHORITY BOARD
AGENDA REPORT**

DATE: JUNE 30, 2022

TO: HONORABLE CHAIR AND JPA BOARD MEMBERS

**FROM: ERICA GREEN, COMMUNITY SERVICES DIRECTOR
AMY BRINK, DIRECTOR OF COMMUNITY SERVICES**

**SUBJECT: FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE AGOURA HILLS/CALABASAS
COMMUNITY CENTER JOINT POWERS AUTHORITY AND THE
CITY OF CALABASAS REGARDING COMMUNITY CENTER
REPAIRS**

MEETING DATE: JULY 6, 2022

On June 7, 2021, the AHCCC Joint Powers Authority (JPA) Board approved a Memorandum of Understanding giving permission to the City of Calabasas to oversee and administer the implementation of needed repairs and improvements to the AHCCC, specifically the repair or replacement of the existing roof.

The City of Calabasas intends to complete the needed repairs and improvements to the AHCCC utilizing Measure A grant funds from the County of Los Angeles Regional Park and Open Space District. The First Amendment to the Memorandum of Understanding states that the City of Calabasas will provide the initial funding for the repairs and in return, the AHCCC JPA will contract with them for the repairs and construction management services, which will be administered through the public bid process. Also included in the First Amendment to the Memorandum of Understanding is the procedure for reimbursing the City of Calabasas once the grant funding becomes available to the AHCCC JPA.

The proposed First Amendment to the Memorandum of Understanding has been reviewed by the Authority Counsel and Calabasas City Attorney and is approved as to form.

REQUESTED ACTION:

Staff respectfully recommends that the JPA Board:

1. Approve the First Amendment to the Memorandum of Understanding By and Between the Agoura Hills/Calabasas Community Center Joint Powers Authority and the City of Calabasas regarding Community Center Repairs.
2. Authorize the Chair to sign the Memorandum of Understanding on behalf of the Joint Powers Authority.

ATTACHMENTS:

- A. First Amendment to the Memorandum of Understanding By and Between the Agoura Hills/Calabasas Community Center Joint Powers Authority and the City of Calabasas regarding Community Center Repairs

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE AGOURA HILLS/CALABASAS COMMUNITY
CENTER JOINT POWERS AUTHORITY AND THE CITY OF CALABASAS
REGARDING COMMUNITY CENTER REPAIRS**

This First Amendment to the Memorandum of Understanding (“Agreement”) is made and entered into effective July __, 2022 (“Effective Date”) by and between the Agoura Hills/Calabasas Community Center Joint Powers Authority, a California municipal joint powers authority (“Authority”), and the City of Calabasas, a California municipal corporation (“Calabasas”) (collectively, “Parties”).

RECITALS

WHEREAS, the Cities of Agoura Hills and Calabasas entered into a Construction Agreement in June 1996 for the planning, design, construction, and maintenance of the Agoura Hills/Calabasas Community Center, located at 27040 Malibu Hills Road, Calabasas, CA 91301 (the “Community Center”);

WHEREAS, the Cities of Agoura Hills and Calabasas then entered into a Joint Powers Agreement on November 24, 1997, and later amended it in 1999, 2000, 2004, and 2006, (as amended, the “Joint Powers Agreement”) to govern the operation of the Center;

WHEREAS, the Joint Powers Agreement created a public entity, separate from the two Cities, known as the Agoura Hills and Calabasas Community Center Authority (the “Authority”).

WHEREAS, under the Joint Powers Agreement, the Authority has the power to enter into contracts and to manage, maintain, and operate the Community Center;

WHEREAS, Calabasas and the Authority entered into a Memorandum of Understanding dated June 7, 2021 by which Calabasas agreed to oversee and administer the contracting and implementation of needed repairs to the Community Center and by which the parties agreed that Calabasas could do so utilizing funding as available from County of Los Angeles and Federal

Community Project grant funding, together with any additional funds as may be available from Calabasas, Agoura Hills, and the Authority;

WHEREAS, in light of adjustments in the terms of the available grant funding from the County of Los Angeles, Calabasas and the Authority intend to enter into this First Amendment to the Memorandum of Understanding, providing for Calabasas to initially provide the necessary funding for the repairs to the Authority, who will then contract for the repairs with Calabasas providing construction management services, then for the Authority to reimburse Calabasas for the repairs and related costs once it receives the available grant funding from the County of Los Angeles.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. GENERAL PROVISIONS

1.1. The Recitals above are true and correct and fully incorporated herein.

2. SCOPE OF SERVICES

2.1. Calabasas and Authority agree to amend Section 2.1 to read as follows: Calabasas agrees to oversee and administer roof repairs to the Community Center by managing the public project competitive bid process on behalf of the Authority. The repairs shall consist of repair or replacement of the existing Community Center roof (collectively, the "Repairs").

2.2. Calabasas and Authority agree to amend Section 2.2 to read as follows: Calabasas and Authority agrees that Authority may complete the Repairs by contract, with oversight and administration of the public project competitive bid process by Calabasas. Calabasas agrees to provide an advance payment of \$500,000 on or before September 1, 2022 to the Authority to be used for the costs of the Repairs, with additional advance payments to be paid by Calabasas to the Authority as needed to complete the Repairs, up to a total Calabasas payment of \$1,010,000. In turn, Authority shall contract for the Repairs up to \$1,010,000. Authority further agrees that it shall then reimburse Calabasas for the amount paid by Calabasas to Authority for the Repairs, up to the amount of grant funding

provided by Los Angeles County/Los Angeles County Regional Park and Open Space District , within ninety (90) days of receipt of available funds from Los Angeles County/Los Angeles County Regional Park and Open Space District and, in all cases, within one year from the date of this First Amendment. Calabasas and Authority agree these deadlines may be extended by mutual consent, such as if grant funds receipt is delayed. Notwithstanding anything stated in this Memorandum of Understanding, in the event all bids for the Repairs exceed \$1,010,000, the Authority shall not award the contract for the Repairs, unless and until the Parties have amended this Memorandum of Understanding in writing to address the costs of Repairs in excess of \$1,010,000.

3. PERFORMANCE OF AGREEMENT

- 3.1. Calabasas and Authority agree to amend Section 4.1 to read as follows: For purposes of completing the Community Center Repairs under this Agreement, Authority, with administration support services for overseeing the public project competitive bid process from Calabasas, shall contract for, furnish, and supply all necessary equipment, and supplies necessary for such performance. Authority shall comply with all applicable state laws governing a public works project, including bidding processes and prevailing wages requirements as applicable. Authority agrees it will include an express statement in the contract that the Authority alone, and not the two member cities of the Authority, shall be responsible for payment to the contractor, as required by Section 5(C)(4) and Section 6(C)(1) of the Joint Powers Agreement, as amended.
- 3.2. Calabasas and Authority agree to amend Section 4.2 to read as follows: Authority agrees that it will obtain all necessary permits and approvals prior to construction, maintenance, and/or repair of the Community Center. Calabasas agrees to waive any City-imposed permit fees, in consideration of the Repairs as a public project. Authority shall not use the Community Center or permit anything to be done in or about the Community Center that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the Community Center. Authority agrees to fulfill all granting agency requirements for the Los Angeles County/Los

Angeles County Regional Park and Open Space District, including all contracting, reporting, audit, compliance, insurance, indemnification, and other grants conditions and requirements.

4. INDEMNIFICATION

4.1. Calabasas and Authority agree to add two additional indemnification provisions, as follows:

4.1.1. Authority shall indemnify and hold Calabasas, its officials, officers, agents, employees, designated volunteers, attorneys, successors, and assigns (“Calabasas Indemnitees”) harmless against all actions, claims, demands, and liabilities, and against all losses, damages, costs, expenses, and attorney’s fees, arising directly or indirectly out of this Agreement or an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claims, demands, liabilities, losses, damages, costs, expenses, and/or attorney’s fees.

4.2. The Parties obligations under this Section 5 shall survive the termination of the Agreement.

5. Except as specifically amended by this Modification, the terms and provisions of the Memorandum of Understanding entered into on or about June 7, 2021, between the Authority and Calabasas shall remain in full force and effect.

* * * *

IN WITNESS WHEREOF, the City of Calabasas and the Agoura Hills/Calabasas Community Center Joint Powers Authority have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:

AGOURA HILLS/CALABASAS
COMMUNITY CENTER JOINT POWERS
AUTHORITY

CITY OF CALABASAS,
a Municipal Corporation

By: _____
Deborah Klein-Lopez
Chair

By: _____
Kindon Meik
City Manager

ATTEST:

ATTEST:

By: _____
Maricela Hernandez, MMC
City Clerk

By: _____
Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Candice Lee
Authority Counsel

By: _____
Matthew T. Summers
City Attorney