

**COOPERATIVE AGREEMENT BETWEEN THE PLEASANT VALLEY  
RECREATION AND PARK DISTRICT AND THE CITY OF CAMARILLO  
REGARDING SENIOR AND COMMUNITY RECREATION FACILITY  
NEEDS STUDY**

This Cooperative Agreement Regarding Senior and Community Recreation Facility Needs Study (“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 owns property at 1605 E. Burnley Street in Camarillo which houses the District’s administrative offices and many of the District’s indoor recreational and educational classes (known as the “Community Center”), including those used for senior citizen recreation and education. Additional facilities used by the community are located across the District.

B. The community of Camarillo is experiencing a shortage of recreational and educational space. The District and the City are seeking to better understand the recreational and educational needs of the community with an emphasis on the senior population within the city limits of Camarillo and within the District’s service area.

C. The City serves a growing and increasingly active senior population, and desires to assist the District in providing for the recreational and educational needs of this population.

D. The Parties are entering into this Agreement for the purpose of jointly funding a Senior and Community Recreation Facility Needs Study (“Study”) to provide recommendations to the District in regard to current District activities and any new proposed activities that would benefit Camarillo seniors and the community as a whole.

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. **REQUEST FOR PROPOSALS.**

a. District staff and City staff will collaborate on the drafting of a Request for Proposals (“RFP”) to select a Consultant (“Consultant”) for the Study.

b. The draft RFP will be submitted for review to the Joint Needs Study Ad Hoc Committee (“Committee”) which shall make a recommendation to the District Board regarding the issuance of the RFP. The “Committee” will consist of the Liaison Committees of the Parties.

c. The RFP will be issued by the District once the RFP has been approved by the District and the Committee.

d. The Committee will review all responses to the RFP, interview qualified firms, and recommend to the District Board: (1) the preferred Consultant to perform the Study; (2) any needed adjustments to the proposed Scope of Work; and (3) the not-to-exceed cost of the Consultant to provide the Scope of Work.

### 3. CONTRACT.

a. Upon selection of a Consultant, the contracting parties for the contract (“Contract”) for the preparation of the Study will be the District and the Consultant.

b. The Contract will be administered by the District.

### 4. COST SHARING.

a. The Parties agree to pay, in equal amounts, the Consultant’s not-to-exceed cost to prepare the Study.

b. The District will pay the Consultant and the City will reimburse the District for half of the Consultant’s costs to prepare the Study within 30 days of the presentation of the Consultant’s invoice to the City Manager. Invoices from the Consultant are expected monthly.

c. The District may only issue a Notice to Proceed to the Consultant to begin work on the Contract after such time as the City approves the expenditure of monies for its half of the not-to-exceed costs of the Contract.

d. The Parties recognize that additional work may be desired of the Consultant beyond the approved Scope of Work, leading to an additional cost to be equally borne by each Party, and therefore each Party will approve an initial project appropriation in an amount equal to 120% of that Party’s half of the Contract. In such an event, the District Board, after consultation with the Committee, will approve an amendment to the Contract and any additional funding necessary. Prior to the commencement of such additional work, the City must consent to the change in additional funding needed.

5. SUPPORT. The District staff and City staff will provide technical assistance as needed to support the Consultant’s work, including the gathering of available data

necessary to support the Consultant as a part of the Contract, scheduling and advertising community outreach meetings, reviewing and commenting upon drafts of the Consultant's work, and generally supporting the effort to produce the Study.

6. ACTION BY BOARD. The Committee will review the final draft of the Study and recommend that the District Board receive and file the Study. The City's Liaison Committee will then present the Study's recommendations to the City Council. The Ad Hoc Committee will then discuss potential implementation strategies for District and City consideration and action.

7. 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.

8. 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@pvrsd.org

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

9. 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: \_\_\_\_\_  
Neal Dixon, Board President

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Mitchell Cameron, Clerk of the Board

\_\_\_\_\_  
Tiffany J. Israel, District Counsel

**CITY OF CAMARILLO**

By: \_\_\_\_\_  
Jeanette L. McDonald, Mayor

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrie Madland, City Clerk

\_\_\_\_\_  
Brian A. Pierik, City Attorney