

**CALL AND SPECIAL NOTICE OF SPECIAL MEETING  
AGENDA**

**SPECIAL MEETING - VIDEO CONFERENCE**

**BOARD OF DIRECTORS**

**AGOURA HILLS/CALABASAS COMMUNITY CENTER**

**JOINT POWERS AUTHORITY**

**Agoura Hills/Calabasas Community Center**

**27040 Malibu Hills Road, Activity Room, Calabasas, CA 91301**

**Monday, June 7, 2021**

**6:30 p.m.**

Direct Zoom Video Conference Link:

<https://zoom.us/j/97064486623?pwd=UnQ2ZTZvRG1ST2Q4NTYvRWZ3ejhSUT09>

Meeting ID: 970 6448 6623

Meeting Passcode: 873963

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

*Pursuant to Governor Newsom's Executive Order N-25-20 and N-29-20, 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](mailto:info@ahccc.org) prior to the meeting for assistance. Emails will be summarized at the meeting.*

**I. CALL TO ORDER**

**II. ROLL CALL**

Chair James Bozajian

Vice-Chair Deborah Lopez

Authority Member Jim Bukowski

Authority Member Matt Heller

Authority Member Lucy Martin

Authority Member Brad Rosenheim

Alternate Member Linda Northrup (Agoura Hills City Council)

Alternate Member John Suwara (Calabasas)

Alternate Member Jerry Viner (Calabasas)

Student Member Ethan Pavone (Agoura Hills)

Student Member Ella Dobkousky (Calabasas)

Student Member Kearston Stepenosky (Calabasas)

**III. APPROVAL OF AGENDA**

**IV. NEW BUSINESS**

*(As this is a Special Meeting, public comments are limited to items on this Agenda. Please submit your written public comments to [info@ahccc.org](mailto:info@ahccc.org) by 7:00 a.m., on Monday, June 7, 2021.)*

**A. RESOLUTION OF THE AGOURA HILLS/CALABASAS COMMUNITY CENTER JOINT POWERS AUTHORITY APPROVING A 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 REFERENCES:                    DIRECTOR OF COMMUNITY SERVICES BRINK  
    ACTING DIRECTOR OF COMMUNITY SERVICES  
    MARTY HALL

**V. ADJOURNMENT**

The next Regular Agoura Hills/Calabasas Community Center JPA meeting will be held on June 24, 2021 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 4, 2021**

**TO: HONORABLE CHAIR AND JPA BOARD MEMBERS**

**FROM: AMY BRINK, DIRECTOR OF COMMUNITY SERVICES  
MARTY HALL, ACTING DIRECTOR OF COMMUNITY SERVICES**

**SUBJECT: RESOLUTION OF THE AGOURA HILLS/CALABASAS  
COMMUNITY CENTER JOINT POWERS AUTHORITY  
APPROVING A 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: JUNE 7, 2021**

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In 1996, the Cities of Agoura Hills and Calabasas entered into a Construction Agreement for the planning, design, construction, and maintenance of the Agoura Hills/Calabasas Community Center (AHCCC). Both cities then entered into a Joint Powers Agreement identifying the way in which to govern the operation of the Center. Under the Joint Powers Agreement, the Joint Powers Authority (JPA) has the power to enter into contracts and to manage, maintain, and operate the AHCCC.

Although currently closed to the public, the AHCCC has several critical maintenance and capital improvement projects that need to be addressed. At the May 27, 2021 JPA Board Meeting, the Board decided to allow the City of Calabasas to oversee and administer the contracting and implementation of needed repairs and improvements to the AHCCC, namely repair or replacement of the existing roof; Emergency Operations Center improvements, including installation of a new generator, AM radio and other communications equipment upgrades, and home hardening improvements to the structure and adjacent landscaping, together with other repairs deemed necessary by the City of Calabasas to restore and keep the AHCCC in good order.

The City of Calabasas intends to complete the needed repairs and improvements to the AHCCC, with grant funding from the County of Los Angeles Regional Park and Open Space District the Santa Monica Mountains Conservancy, together with additional funds as available from Calabasas and the Joint Powers Authority.

The JPA Board will need to review the Resolution of the Agoura Hills/Calabasas Community Center Joint Powers Authority approving a Memorandum of Understanding By and Between the Agoura Hills/Calabasas Community Center Joint Powers Authority and the City of Calabasas regarding Community Center Repairs.

The proposed Resolution and Memorandum of Understanding have been reviewed by the Agoura Hills Calabasas Community Center's General Counsel and the Calabasas City Attorney and approved as to form.

**REQUESTED ACTION:**

Staff respectfully recommends that the JPA Board:

1. Approve the Resolution of the Agoura Hills/Calabasas Community Center Joint Powers Authority Approving a 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. Resolution of the Agoura Hills/Calabasas Community Center Joint Powers Authority Approving a Memorandum of Understanding By and Between the Agoura Hills/Calabasas Community Center Joint Powers Authority and the City of Calabasas regarding Community Center Repairs

**RESOLUTION OF THE AGOURA HILLS/CALABASAS COMMUNITY CENTER JOINT POWERS AUTHORITY APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE AGOURA HILLS/CALABASAS COMMUNITY CENTER JOINT POWERS AUTHORITY AND THE CITY OF CALABASAS REGARDING COMMUNITY CENTER REPAIRS**

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, the Authority intends to allow Calabasas to oversee and administer the contracting and implementation of needed repairs and improvements to the Community Center, namely repair or replacement of the existing Community Center roof; Emergency Operations Center improvements, including installation of a new generator, AM radio and other communications equipment upgrades, and home hardening improvements to the structure and adjacent landscaping, together with other repairs deemed necessary by Calabasas to restore and keep the Community Center in good order;

WHEREAS, Calabasas intends to complete the needed repairs and improvements to the Community Center, with funding to come from available County of Los Angeles and Santa Monica Mountains Conservancy grant funding, together with additional funds as available from Calabasas and the Authority.

NOW, THEREFORE, the Board of Directors of the Agoura Hills/Calabasas Community Center Joint Powers Authority does resolve as follows:

**SECTION 1.** Recitals.

The Board of Directors finds that all the facts, findings, and conclusions set forth above in this Resolution are true and correct.

**SECTION 2.** Memorandum of Understanding Approval.

The Board of Directors hereby approves a Memorandum of Understanding with the City of Calabasas, attached hereto as **Exhibit A**, allowing the City of Calabasas to oversee and administer the contracting and implementation of needed repairs and improvements to the Community Center, namely repair or replacement of the existing Community Center roof; Emergency Operations Center improvements, including installation of a new generator, AM radio and other communications equipment upgrades, and home hardening improvements to the structure and adjacent landscaping, together with other repairs deemed necessary by Calabasas to restore and keep the Community Center in good order.

The Chair of the Board of Directors, or assignee, is authorized to execute the Memorandum of Understanding, with any necessary non-substantive changes.

**SECTION 3.** Severability Clause.

Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

**SECTION 4.** Certification.

The Calabasas City Clerk shall cause this Resolution to be published or posted according to law and shall further distribute a copy to the Clerk of the City of Agoura Hills.

PASSED, APPROVED, and ADOPTED this 7th day of June, 2021, by the following vote to wit:

AYES:            ()  
NOES:            ()  
ABSENT:         ()  
ABSTAIN:        ()

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James R. Bozajian, Chair

ATTEST:

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Maricela Hernandez, MMC  
Calabasas City Clerk

## **EXHIBIT A**

**See attached Memorandum of Understanding**

**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 Memorandum of Understanding ("Agreement") is made and entered into effective June \_\_, 2021 ("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, the Authority intends to allow Calabasas to oversee and administer the contracting and implementation of needed repairs to the Community Center;

WHEREAS, Calabasas intends to complete the needed repairs to the Community Center, with funding to come from available County of Los Angeles and Santa Monica Mountains Conservancy grant funding, together with additional funds as available from Calabasas and the Authority.

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 agrees to oversee and administer repairs to the Community Center. The repairs shall consist of repair or replacement of the existing Community Center roof; Emergency Operations Center improvements, including installation of a new generator, AM radio and other communications equipment upgrades, and home hardening improvements to the structure and adjacent landscaping, together with other repairs deemed necessary by Calabasas to restore and keep the Community Center in good order (collectively, the "Repairs").
- 2.2. Authority agrees that Calabasas may complete the Repairs using its own personnel or by contract. To the extent lawful, Authority agrees to convey available grant funding received by the Authority for roof repair purposes to Calabasas for the costs of the roof repairs. Calabasas agrees to pay for the remaining costs of the other Repairs, including through any available Santa Monica Mountains Conservancy granting funding for the EOC improvements, reserving the ability to seek contribution or funds from any other source as may be separately negotiated.

## **3. LICENSE TO ACCESS AND REPAIR COMMUNITY CENTER**

- 3.1. Authority hereby grants Calabasas, and its officials, employees, contractors, and designees, a license to enter upon the Community Center. This Agreement and the license granted herein are revocable, nonexclusive, and limited to the following purposes: for Calabasas and its officials, employees, contractors, and designees, to maintain and repair the Community Center, including to complete the Repairs as described in Section 2.1.

## **4. PERFORMANCE OF AGREEMENT**

- 4.1. For purposes of performing completing the Community Center repairs under this Agreement, Calabasas shall contract for, furnish, and supply all necessary equipment, and supplies necessary for such performance. Calabasas shall comply with all applicable state laws governing a public works project, including bidding processes and prevailing wages requirements as applicable.
- 4.2. Calabasas agrees that it will obtain all necessary permits and approvals prior to construction, maintenance, and/or repair of the Community Center. Calabasas 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.

- 4.3. Calabasas and Authority agree that, if the Repairs are such that design approval is needed in order to secure design immunity under applicable state law, then Authority's Board shall review and approve the plans for the Repairs.

## **5. INDEMNIFICATION**

- 5.1. Calabasas shall indemnify and hold Authority, its officials, officers, agents, employees, designated volunteers, attorneys, successors, and assigns ("Authority 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 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.
- 5.2. Damage to Authority's Property: Calabasas agrees it shall be liable for and shall pay to the Authority the cost of any damage to the Community Center and any property of Authority, arising from or in any way related to: (1) the repairs completed by Calabasas under this Agreement, (2) the acts or omissions of Calabasas under this Agreement, or (3) any breach by Calabasas of any obligations expressly imposed on Calabasas by this Agreement.
- 5.3. Indemnification by Contractors and Subcontractors. To the maximum extent permitted by law, Calabasas agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 5 from each and every Contractor, Subcontractor or any other person or entity involved in the performance of this Agreement to expressly indemnify the Authority. In addition, Calabasas shall require said Contractors and Subcontractors to carry, maintain, and keep in full force and effect an insurance policy or policies consistent with Section 6 of this MOU, and Authority Indemnitees shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the Contractor's and Subcontractor(s)' work.
- 5.4. Calabasas' obligations under this Section 5 shall survive the termination of the Agreement.

## **6. INSURANCE**

- 6.1. Calabasas warrants that it has and will maintain in full force and effect general liability coverage sufficient to meet its obligations

under the indemnification provisions in Section 5 of this Agreement through the California Joint Powers Insurance Authority or similar self-insured risk pool.

- 6.2. The insurance coverage shall contain an endorsement naming Authority Indemnitees as additional insureds and said coverage shall operate as primary coverage.

**7. TERM OF AGREEMENT**

- 7.1. The term of this Agreement shall be one year from the Effective Date and may be extended by a written instrument executed by duly authorized representatives of the Parties.
- 7.2. This Agreement may be terminated at any time, with or without cause, by either of the Parties upon thirty (30) days written notice to the other party as provided in this Agreement.
- 7.3. In the event of termination of this Agreement by either of the Parties: (1) the Parties shall fully discharge all obligations owed to each other accruing prior to the effective date of such termination.

**8. NOTICES**

- 8.1. All notices and demands required or permitted to be given or made under this Agreement shall be in writing and either (1) hand delivered with signed receipt, or (2) mailed by first class registered or certified mail, postage prepaid and return receipt requested, addressed to the Parties at the following addresses and to the attention of the person named. Addresses and persons named may be changed by either of the Parties by giving ten (10) days written notice to the other party.

If to Calabasas:

City of Calabasas  
Attn: Kindon Meik  
100 Civic Center Way  
Calabasas, CA 91302

If to Authority:

Agoura Hills/Calabasas  
Community Center Joint Powers  
Authority  
c/o Nathan Hamburger  
30001 Ladyface Court  
Agoura Hills, CA 91301

- 8.2. All other communications required under this Agreement may be either (1) hand delivered with signed receipt or (2) mailed by first class mail, including exclusively the request for additional law enforcement services pursuant to Section 1.2 of this Agreement, and the summarized invoices pursuant to Sections 9.3 and 9.4 of this Agreement.

**9. WARRANTY OF AUTHORIZATION**

- 9.1. Authority represents and warrants that the person executing this Agreement is a duly authorized representative of the Authority with actual authority to bind the Authority to each and every term, condition, and obligation contained in this Agreement and that all requirements relating to such authority have been fulfilled.
- 9.2. Calabasas represents and warrants that the person executing this Agreement is a duly authorized representative of the City of Calabasas with actual authority to bind the City of Calabasas to each and every term, condition, and obligation contained in this Agreement and that all requirements relating to such authority have been fulfilled.

**10. MISCELLANEOUS PROVISIONS**

- 10.1. This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of a dispute or claim arising out of this Agreement, venue shall be in the Superior Court of the State of California for the County of Los Angeles.
- 10.2. This Agreement shall be construed as a whole and according to its fair meaning. This Agreement shall not be construed strictly for or against either of the Parties. If any provision of this Agreement is found unenforceable, void, or voidable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 10.3. This Agreement may be executed in counterparts such that the signatures appear on separate pages. A copy or facsimile of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or electronic means shall be deemed original signatures.
- 10.4. This Agreement represents the complete understanding of the Parties with respect to the matters set forth herein.
- 10.5. Except as expressly provided herein, this Agreement may only be modified or amended by a written instrument executed by duly authorized representatives of the Parties.
- 10.6. The Parties agree to meet and confer periodically at mutually agreeable times to exchange relevant information and discuss performance under this Agreement.

\* \* \* \*

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: \_\_\_\_\_  
James R. Bozajian  
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: \_\_\_\_\_  
Scott H. Howard  
City Attorney