

RESOLUTION NO. 25-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BELL CANYON COMMUNITY SERVICES DISTRICT DECLARING SURPLUS PROPERTY, AUTHORIZING IT FOR AGENCY USE, AND AUTHORIZING OFFERING IT FOR SALE

WHEREAS, the Bell Canyon Community Services District ("District") is the owner in fee simple of certain real property identified by APN: 685-0-060-0235 located on the southerly portion of Bell Canyon Road in Bell Canyon, County of Los Angeles ("Property"); and

WHEREAS, the Surplus Land Act ("Act") (Gov. Code, §§ 54220 *et seq.*) and California Department of Housing and Community Development ("HCD") Surplus Land Act Guidelines ("Guidelines") require that local agencies declare property as either "surplus land" or "exempt surplus land," as supported by written findings, prior to sale or lease of the property owned by the local agency; and

WHEREAS, under the Act, exempt surplus land means land that is described under any subdivision of section 54221(f)(l) of the Act; and

WHEREAS, under section 54221(f)(l)(K) of the Act, real property that is used by a district for the "agency's use" as expressly authorized in subdivision (c) of section 54221 is exempt surplus land; and

WHEREAS, section 54221(c)(2)(B)(i) of the Act provides that in the case of a local agency that is a district (excepting those whose primary mission or purpose is to supply the public with a transportation system, which is not the case for the Agency) "agency's use" may include "commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development" or may "be for the sole purpose of investment or generation of revenue" provided that the Agency's governing body takes action in a public meeting declaring that the use of the site will "(d)irectly further the express purpose of agency work or operations" or "be expressly authorized by a statute governing the local agency, provided the district complies with Section 54233.5 where applicable"; and

WHEREAS, the District has determined that the use of the Property to generate revenue will directly further the express purpose of the District's work or operations, for recreational programming, solid waste collection, enhanced traffic patrol under the provisions of a contract with the California Highway Patrol, security services, including but not limited to burglar and fire alarm services to protect lives and property, emergency medical services under the provisions of a contract with the City of Los Angeles Fire Department, and graffiti abatement, and therefore constitutes "agency's use" within the meaning of section 54221(c)(2) of the Act; and

WHEREAS, Section 54222.3 of the Act provides that District may dispose of property declared exempt surplus land without further regard to the requirements of the Act; and

WHEREAS, the Board now desires to adopt declare the Property exempt surplus land and authorize the General Manager and General Counsel to take all actions consistent with the terms hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bell Canyon Community Service District, as follows:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. Based upon the above-stated Recitals, and pursuant to Sections 54221(f)(l)(K) and 54221(c)(2)(B)(i) of the Act, the Board of Directors hereby declares that the Property described and identified in Exhibit "A" is exempt surplus land. The Board of Directors hereby finds as follows:

- A. The Property is zoned for open space use and is suitable to be sold by the District for commercial or other use and activities, for the purpose of generation of revenue. The revenue from any sale of the Property will be realized by the District, which owns the Property in fee.
- B. The sale of all or portions of the Property will further the express purpose of District's work or operations.
- C. Sale of the Property would not interfere with or be inconsistent with agency uses or purposes and would be for the best interests of the District.
- D. Sale revenue may be used directly to further recreation activities, provide for solid waste collection, or promote one of the other purposes of the District.

SECTION 3. This Resolution is exempt from review under the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) ("CEQA") pursuant to 14 Cal. Code of Regulations, section 15061(b)(3), because it can be seen with certainty that there is no possibility that only declaring the Property exempt surplus land may have a significant effect on the environment.

SECTION 4. The General Manager and District staff are hereby authorized and directed to take such further actions as may be necessary and appropriate to implement this Resolution, including sending a copy of this Resolution to the State of California Department of Housing and Community Development and taking such other and further action as may be necessary or appropriate to carry out the purposes of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED on the ___ day of January 2025, by the following vote:

AYES:

NOES:
ABSENT:

ATTEST:

Judy Lantz, President

Walter Kelly, General Manager/Secretary

I, _____, General Manager of the Bell Canyon Community Services District, Ventura County, California DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Board of Directors of the Bell Canyon Community Services District on the date and by the vote indicated herein.

EXHIBIT "A"
[see following pages]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF VENTURA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT P OF THE RANCHO SIMI, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 3, PAGE 7 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF E. BELL CANYON ROAD, 84.00 FEET WIDE, AS SHOWN ON THE MAP OF TRACT NO. 2008-1, RECORDED IN BOOK 51, PAGES 25 TO 32, INCLUSIVE, OF MISCELLANEOUS RECORDS, SAID POINT BEING NORTH 86° 14' 00" EAST 85.00 FEET FROM THE WESTERLY TERMINUS OF THE COURSE SHOWN ON SAID MAP (SHEET 6) AS "NORTH 86° 14' 00" EAST 342.87"; THENCE, ALONG SAID SOUTHERLY LINE,
1ST - NORTH 86° 14' 00" EAST 62.10 FEET; THENCE, LEAVING SAID SOUTHERLY LINE,
2ND - SOUTH 80° 03' 54" EAST 135.93 FEET; THENCE, 3RD - NORTH 84° 54' 15" EAST 244.22 FEET; THENCE, 4TH - SOUTH 51° 18' 10" WEST 61.55 FEET; THENCE, 5TH - SOUTH 58° 50' 30" WEST 97.23 FEET; THENCE, 6TH - SOUTH 71° 20' 13" WEST 173.12 FEET; THENCE, 7TH - NORTH 89° 24' 52" WEST 45.11 FEET; THENCE,
8TH - NORTH 76° 34' 17" WEST 93.42 FEET; MORE OR LESS, TO A LINE WHICH BEARS SOUTH 3° 46' 00" EAST FROM THE POINT OF BEGINNING; THENCE,
9TH - NORTH 3° 46' 00" WEST 119.97 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.
EXCEPTING ALL MINERALS AND ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT SAID EXCEPTION SHALL BE WITHOUT THE RIGHT TO ENTER UPON SAID LAND OR USE THE SURFACE FOR ANY PURPOSE, RECORDED IN BOOK 4025, PAGE 204, OF OFFICIAL RECORDS.

APN: 685-0-060-235

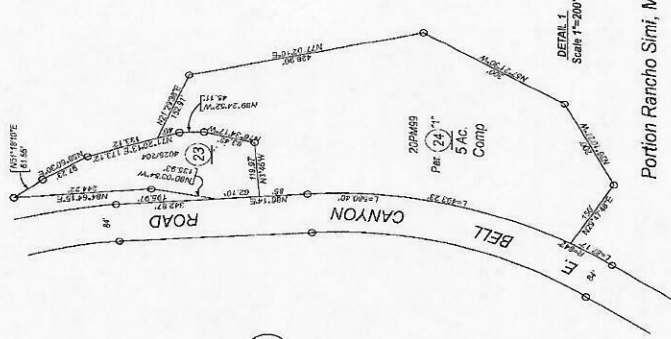
685-06



Tax Rate Area
65000 74010
74001 -84666-
74007 84078

RANCHO SIMI

SECTIONS 31, 32; PORTION SECTIONS 28,
29, 30 & 33 T.2N., R.17W.
SECTIONS 5, 6; PORTION SECTION 4,
T.1N., R.17W.



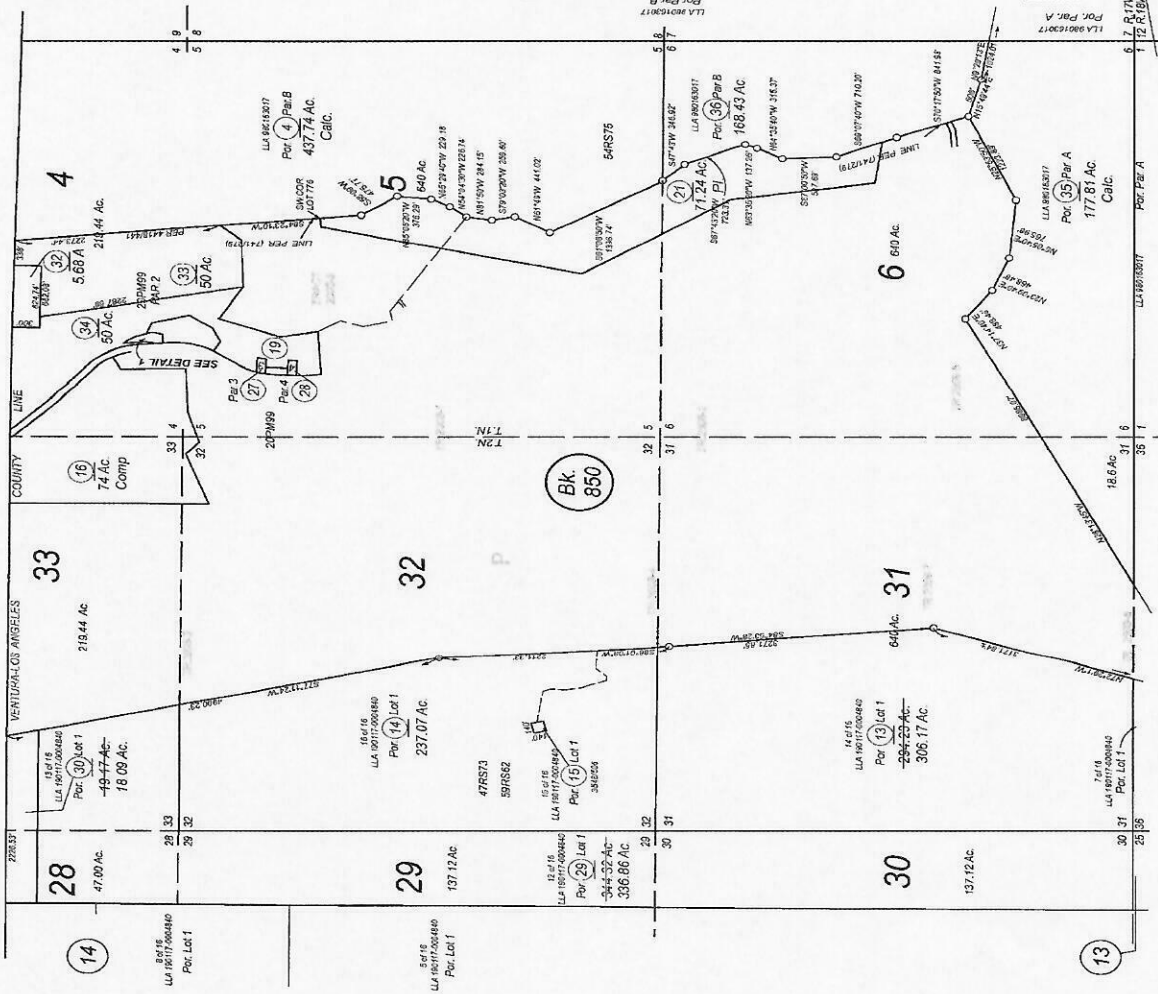
Portion Rancho Simi, M. R. Bk. 3, Pg. 7

UNINCORPORATED AREA
Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Blue		
Assessor's Parcel Numbers Shown in Green		
Assessor's Aerial Numbers Shown in Yellow		
DRAWN	REVISION	12-16-2019
RECDRAWN	CREATED	
INKED	PLOTTED	EFFECTIVE ROLL

Completed By: Ventura County Assessor's Office

NOTE: ASSASSOR'S MAPS ARE SUBJECT TO THE RULES
DO NOT NECESSARILY CONSTITUTE LEGAL LOTS
CHECK WITH COUNTY SURVEYOR'S OFFICE OR
PLANNING DIVISION TO VERIFY



This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Bell Canyon Community Center Month-to-Month Lease

THIS LEASE is made on February 1, 2025:

The Landlord hereby agrees to lease to the Tenant, and the tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD:

**Bell Canyon Community Center, Inc.
30 Hackamore Lane
Bell Canyon, CA 91307**

TENANT(S):

**Bell Canyon Community Service District
30 Hackamore Lane, Suite #2B
Bell Canyon CA 91307**

1. **LEASED PREMISES.** The Leased Premises are those premises containing 474 **square feet total** and are described as 30 Hackamore Lane **Suite 2B**. The suites are located in an Office Building known as the Bell Canyon Community Center. Rent is calculated at market price of \$2.25 per square foot.
2. **TERM.** The term of the Lease shall be a one-year lease commencing on February 1, 2025 – January 31, 2026.
3. **NOTICE.** Landlord will provide 90 days advance cancellation of lease notice to Tenant. Tenant will provide 60 days advance cancellation of lease notice to Landlord.
4. **RENT.** The Tenant agrees to pay the MONTHLY RENT of:
One thousand and sixty-six dollars and .50 cents (\$1066.50)

payable in advance before the first day of each calendar month during the full term of this lease. Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month. All money, except security deposits, due from Tenant to Landlord under this Lease shall be deemed to be rent and all rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.

LATE CHARGE: A late fee of **\$25.00** (not to exceed 5% of the monthly rent), shall be added and due for any payment of rent made **after the 5th** of the month. Any dishonored check shall be treated as unpaid rent and subject to an NSF fee of **\$35**.

5. **SECURITY DEPOSIT.** Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a security deposit in the amount of \$1000.00. Said Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep the security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit.

If the Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor-in-interest and Landlord shall thereafter have no further responsibility to Tenant for the Security Deposit. In the event of any bankruptcy or creditor proceedings involving Tenant, the deposit shall be deemed applied to the payment of rent due Landlord for the period before the proceeding.

6. **USE AND HOURS OF OPERATION.** Tenant shall use the Premises solely for business purposes and shall not use or permit the Premises to be used for any other purpose. Tenant acknowledges that neither Landlord nor Landlord's agents or employees have made any representation or warranty, express or implied, as to the suitability of the Premises for Tenant's intended use. Tenant should not be limited as to its hours of operation. However, Tenant's hours of operation shall not create a nuisance to adjoining Tenant's or other property owners in Bell Canyon. Landlord shall provide operation of the Heating and Air Conditioning systems only during the following hours: Monday through Friday: 7AM to 7PM and Saturday: 7AM to 5PM.

8. **USES PROHIBITED.** Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises or which will in any way increase the existing rate of or affect any fire or other insurance upon the Office Building or any of its contents, or cause a cancellation of any insurance policy covering said Office Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Tenants or occupants of the Office Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in or about the Premises. Tenant shall not commit or allow to be committed any waste in or about the Premises.

9. **COMPLIANCE WITH LAW.** Tenants shall not use the Premises or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as to Tenant. Further, Tenant agrees to abide by all applicable provisions of the CC&Rs and of the rules and regulations adopted by Bell Canyon Association in connection with the property of which the leased premises is a part as well as the rules about the gate and roads.

10. **ALTERATIONS AND ADDITIONS.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises without any compensation to Tenant. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least fifteen (15) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

11. **REPAIRS AND IMPROVEMENTS.**

- 11.1 By entry hereunder, the Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations). Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by the Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant. If Tenant after not less than 10 days' notice fails to have the necessary work performed, Landlord may, but shall not have the obligation to, have such work performed and charge Tenant the entire cost, rather than a proportionate share thereof, as additional rent.
- 11.2 Notwithstanding the provisions of Article 10.1, hereinabove, Landlord shall repair and maintain the structural portions of the Office Building, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Landlord shall at all times have the right to renovate, remodel, improve or alter any portion of the Office Building or Premises as Landlord in Landlord's sole discretion desires. Except as provided in Article 24 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant or Tenant's business arising from the making of any repairs, renovation, remodeling, alterations or improvements in or to any portion of the Office Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.
- 11.3 Except as may otherwise be provided herein, the Premises are being leased to Tenant in their present physical condition "AS IS"
- 11.4 Landlord and its agents shall have the right, subject to prior notice to the tenant, to enter the Premises to inspect them, to show them to prospective purchasers, tenants or lenders, to post notices of non-responsibility, to cure any default of Tenant, to repair, restore or rebuild the Premises or any portion of the Office Building in which the Premises are located, to comply with any governmental or insurance requirements, to construct and install a mechanical shaft in the interior portions of the Premises (without a rental reduction) for ventilation, exhaust, refrigeration, electrical, plumbing or data transmission (including telephone and cable television) for the benefit of another Lessee or portion of the Office Building and to enter for any other lawful purpose relating to Landlord's rights or obligations under this Lease.

12. **LIENS.** Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1-1/2) times the estimated cost of any improvements, additions, or alterations in the Premises which Tenant desires to make, to insure Landlord against any liability for mechanics' and material men's liens and to insure completion of the work. Landlord may require that Tenant provide Landlord, at Tenant's sole cost, a set of plans and specifications approved by the applicable building department, a copy of the building permit, and a lien payment and completion bond in favor of Landlord in an amount equal to 100 the estimated cost of any alterations that Tenant proposes to make.

13. **ASSIGNMENT AND SUBLETTING.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease. Prior to any assignment, transfer, mortgage, pledge, hypothecation, or encumbrance of this Lease or any interest therein, or any subletting of the Premises or any part thereof, or any right or privilege appurtenant thereto, Tenant shall make a written request of Landlord for consent thereto and shall accompany each such written request by a deposit of \$1,000.00 for Landlord's attorney's fees and other expenses in evaluating each request and along with said request, Tenant shall furnish Landlord with current financial statements and Federal Income Tax Returns for the last two (2) years for the proposed assignees and subtenants. Landlord shall refund to Tenant any unused portion of the \$1,000.00 deposit. Landlord shall forward to Tenant a copy of the actual attorney's fees and other expenses. In addition to said financial statements and income tax returns, Tenant shall also thereafter provide Landlord with any other additional written information which Landlord may from time-to-time request prior to the assignment. Landlord and Tenant agree that no such request by Tenant shall be valid or in good faith, or of any force or legal effect, unless the request is accompanied by the aforesaid payment. Absent such a concurrent payment, Landlord may disregard the request. Any consideration in excess of the amount of rent due from Tenant to Landlord under this Lease that is obtained by Tenant through any assignment or subletting shall be paid to Landlord by Tenant regardless of the source or form of payment. Such considerations may include, without limitation, higher rental and/or security deposit, above-market sales price of equipment, fixtures and/or improvements, or other payments made by or on behalf of the sub-lessee or assignee.

14. **EXEMPTION AND INDEMNIFICATION OF LANDLORD PARTIES** For purposes of this Lease, "Landlord's Parties" shall mean singularly and collectively Landlord and its officers, directors, shareholders, members, agents and employees, and "Tenant's Parties" shall mean singularly and collectively Tenant and its officers, directors, shareholders, members, agents and employees. As a material inducement for Landlord's entering this Lease, Tenant knowingly and voluntarily agrees as follows.

Indemnity. Except for Landlord's Parties' gross negligence or willful misconduct, Tenant shall indemnify, protect, defend and hold harmless the property subject to the Lease and Landlord's Parties and each of them from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Tenant. If any action or proceeding is brought against Landlord's Parties or any of them by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord's Parties need not have first paid any such claim in order to be defended or indemnified.

14.1 **Exemption of Landlord's Parties from Liability.** Landlord's Parties shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant's Parties, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether they said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, or from other sources or places. Landlord's parties shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord. Notwithstanding negligence of Landlord's Parties, or breach of this Lease by Landlord, Landlord's Parties shall under no circumstances be liable for injury to Tenant's business or for any loss of income or profit therefrom.

- 14.2 **Survival of Exemption and Indemnification.** The clauses of this section 13 shall survive the expiration or earlier termination of this Lease until all claims within the scope of this section 13 are fully, finally, and absolutely barred by the applicable statutes of limitations.
- 14.3 **Tenant's Acknowledgment of Fairness.** Tenant acknowledges that this section 13 was negotiated with Landlord, that the consideration for it is fair and adequate, and that Tenant had a fair opportunity to negotiate, accept, reject, modify, or alter any of its provisions.

15. **TENANT PROPERTY INSURANCE AND WAIVER OF SUBROGATION.** Tenant at its cost shall either by separate policy or, at Landlord's option, by endorsement to a policy already carried, maintain all-risk insurance coverage on all of Tenant's personal property and fixtures, and any alterations owned by Tenant, in, on, or about the Premises in the amount of the full replacement cost of Tenant's interests. The proceeds of such insurance shall be used by Tenant for the replacement of personal property and fixtures, and the restoration of any Tenant owned alterations. Tenant shall provide Landlord with written evidence that such insurance is in force. Tenant hereby waives all rights of subrogation against Landlord including Tenant's rights of recovery against Landlord for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of Tenant.

16. **LIABILITY INSURANCE.**

- 16.1 **Compliance with Insurer Requirements.** Tenant shall, at Tenant's sole expense, comply with all requirements, guidelines, rules, orders, and similar mandates and directives pertaining to the use of the Premises and the Building, whether imposed by Tenant's insurers, Landlord's insurers, or both. If Tenant's business operations, conduct, or use of the Premises or the Building cause any increase in the premium for any insurance policies carried by Landlord, Tenant shall, within ten (10) business days after receipt of written notice from Landlord, reimburse Landlord for the increase. Tenant shall, at Tenant's sole expense, comply with all rules, orders, regulations, or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and of any similar body.
- 16.2 **Tenant's Liability Coverage.** Tenant shall, at Tenant's sole expense, maintain the coverages set forth in this section 15.
- 16.3 **Commercial General Liability Insurance.** Tenant shall obtain commercial general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, personal injury, and advertising injury arising out of or relating (directly or indirectly) to Tenant's business operations, conduct, assumed liabilities, or use or occupancy of the Premises or the Building.
- 16.4 **Broad Form Coverage.** Tenant's liability coverage shall include all the coverages typically provided by the Broad Form Comprehensive General Liability Endorsement to Insurance Services Office's 1973 commercial general liability form, including broad form property damage coverage (which shall include coverage for completed operations). Tenant's liability coverage shall further include premises-operations coverage, products-completed operations coverage, owners and contractors' protective coverage (when reasonably required by Landlord), and the broadest available form of contractual liability coverage. It is the parties' intent that the Tenant's contractual liability coverage provide coverage to the maximum extent possible of Tenant's indemnification obligations under this Lease.
- 16.5 **Primary Insured.** Tenants shall be the first or primary name insured.
- 16.6 **Additional Insureds.** Landlord Parties shall be named by endorsement as additional insureds under Tenant's general liability coverage. The additional insured endorsement must be on ISO Form CG 20 11 11 85 or an equivalent acceptable to Landlord, with such modifications as Landlord may require.
- 16.7 **Cross-Liability: Severability of Interests.** Tenant's general liability policies shall be endorsed as needed to provide cross-liability coverage for Tenant and Landlord and to provide severability of interests.
- 16.8 **Primary Insurance Endorsements for Additional Insureds.** Tenants' general liability policies shall be endorsed as needed to provide that the insurance afforded by those policies to the additional

insureds is primary and that all insurance carried by Landlord Parties is strictly excess and secondary and shall not contribute with Tenant's liability insurance.

- 16.9 **Delivery of Certificate, Policy, and Endorsements.** Before the Lease Commencement Date, Tenant shall deliver to Landlord the endorsements referred to in this section 15 as well as a certified copy of Tenant's liability policy or policies and an original certificate of insurance, executed by an authorized agent of the insurer or insurers, evidencing compliance with the liability insurance requirements. If reasonably available, the certificate shall provide for no less than thirty (30) days' advance written notice to Landlord from the insurer or insurers of any cancellation, non-renewal, or material change in coverage or available limits of liability and shall confirm compliance with the liability insurance requirements in this Lease.
- 16.10 **Concurrency of Primary, Excess, and Umbrella Policies.** Tenants' liability insurance coverage may be provided by a combination of primary, excess, and umbrella policies, but those policies must be absolutely concurrent in all respects regarding the coverage afforded by the policies. The coverage of any excess or umbrella policy must be at least as broad as the coverage of the primary policy.
- 16.11 **Liability Limits.** Tenant's liability insurance coverage shall be in an amount not less than \$500,000.00 per occurrence, and a general aggregate limit of \$1,000,000.00.
- 16.12 **Survival of Insurance Requirements.** Tenant shall, at Tenant's sole expense, maintain in full force and effect the liability insurance coverages required under this Lease and shall maintain Landlord Parties as additional insureds, as required by this Lease, for a period of no less than one (1) year after expiration or earlier termination of this Lease.
17. **UTILITIES.** Tenant shall pay for all water, gas, heat, light, power, telephone service and all other services and utilities supplied to the Premises which are separately metered. For all services and utilities that are not separately metered, Landlord agrees to pay for usage that is considered average usage for general office use as determined by landlord in its sole discretion. Landlord shall notify and charge tenant within 6 months of determining that tenant is using such excess utilities.
18. **PERSONAL PROPERTY TAXES.** Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.
19. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.
20. **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last Monthly Minimum Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy. If Tenant holds over after the expiration of the term hereof without express written consent of Landlord, Tenant shall be liable to Landlord for damages not less than 150 of the last Rent for each month Tenant holds over.

21. **ENTRY BY LANDLORD.** Landlord reserves the right to enter the Premises to inspect the same, subject to prior notice to the tenant, to submit said Premises to prospective purchasers or Tenants, to post notices of non-responsibility, to repair the Premises, to comply with any governmental or insurance requirements, to post ordinary signs advertising the Premises for lease during the last 120 days of the Lease term, and for any other lawful purpose relating to Landlord's rights and obligations under this Lease, and any portion of the Office Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in a bona-fide emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.
22. **TENANT'S DEFAULT.** The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by Tenant:
- 22.1 The vacating or abandonment of the Premises by Tenant.
- 22.2 The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Landlord to Tenant.
- 22.3 The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 21.2 above, where such failure shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than five (5) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said five (5) day period and thereafter diligently prosecutes such cure to completion.
- 22.4 The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.
23. **REMEDIES IN DEFAULT.** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:
- 23.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant: (i) the worth at the time of the award of the unpaid rent which has been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned

after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expense of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of the leasing commission paid by Landlord applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the prior sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent. Efforts by Landlord to mitigate damages caused by Tenant's Default or Breach of this Lease shall not waive Landlord's right to recover damages under this Article 22.1. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or Landlord may reserve therein the right to recover all or any part thereof in a separate suit for such rent and/or damages. If a notice and grace period required under Article 21.2, 21.3, or 21.4., was not previously given, a notice to pay rent or quit, or to perform or quit, as the case may be, given to Tenant under any statute authorizing the forfeiture of Leases for unlawful detainer shall also constitute the applicable notice for grace period purposes required by Article 21.2, 21.3, or 21.4. In such case, the applicable grace period under Article 21.2, 21.3, or 21.4. and under the unlawful detainer statute shall run concurrently after the one such statutory notice, and the failure of Tenant to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Landlord to the remedies provided for in this Lease and/or said statute.

- 23.2 Continue the Lease and Tenant's right to possession in effect after Tenant's breach and abandonment and recover the rent as it becomes due pursuant to the remedy described in California Civil Code §- 1951.4, provided Tenant has the right to sublet or assign, subject only to reasonable limitations, which Landlord and Tenant agree are reasonable. Acts of maintenance or preservation, efforts to relate to the Premises, or the appointment of a receiver to protect the Landlord's interest under the Lease, shall not constitute a termination of the Tenant's right to possession.
- 23.3 If Landlord has paid Tenant an allowance for Tenant's work or a Lease commission to a broker for Tenant's entering into this Lease, Tenant agrees that if this Lease is terminated by Landlord because of default by Tenant in the performance of Tenant's obligations under this Lease, Tenant shall promptly pay to Landlord the entire portion of the allowance and/or leasing commission, amortized on a straight-line basis over the Lease term, applicable to the period from the termination through the Expiration Date.
- 23.4 Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of California.
- 23.5 The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Tenant's occupancy of the Premises.

24. **DEFAULT BY LANDLORD.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease or offset any rent due as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

25. **RECONSTRUCTION.** In the event the Premises are damaged by fire or other perils covered by insurance, Landlord agrees to repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of the Tenant or its employees, there shall be no abatement of the rent.
- 25.1 In the event the Premises are damaged as a result of any cause other than the perils covered by insurance, then Landlord shall repair the same, provided the extent of the destruction be less than ten (10) percent of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten (10) percent or more of the full replacement cost then Landlord shall have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately reduced as hereinabove in this Article provided; or (2) give notice to Tenant at any time with sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall terminate and all interest of the Tenant in the Premises shall terminate on the date so specific in such notice and the rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of said such termination
- 25.2 Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty occurs during the last twenty-four months of the term of this Lease or any extension thereof.
- 25.3 Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements, of any leasehold improvements, fixtures, or other personal property of Tenant.
- 25.4 In the event that the Premises are destroyed within the last six months of this Lease or during the Option Period, Landlord shall have the option to either repair the Premises or terminate this Lease. Landlord shall notify Tenant within thirty (30) days of the date that the Premises are destroyed, Landlord's decision whether to rebuild the Premises or terminate the Lease.
26. **EMINENT DOMAIN.** If more than twenty-five (25) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than 25 of the Premises are taken (and neither party elects to terminate as herein provided), the rent thereafter to be paid shall be equitably reduced. If any part of the Office Building other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards, payments and/or settlements which may be given, including any compensation for the goodwill of Tenant's business, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.
27. **PARKING.**
- 27.1 **Parking Spaces.** Tenants have not been assigned any specific parking spaces.
- 27.2 **General Parking Provisions.** Landlord shall at all times have the right and privilege of determining the nature and extent of the parking facilities and of making changes thereto from time to time which in its opinion are deemed to be desirable and for the best interest of all persons using the same, including the location and relocation of driveways, entrances, exits, automobile parking spaces, the direction and flow of traffic, installation of prohibited areas, and all other facilities thereof.
- 27.3 Landlord shall have the right to establish, and from time-to-time change, alter or amend, and to enforce against Tenant and the other users of the parking facilities, such rules and regulations

(including the exclusion of employees' parking therefrom) as Landlord in its sole discretion deems are necessary or advisable for the proper and efficient operation and maintenance of the parking facilities. The rules and regulations provided may include, without limitation, the hours during which the parking facility shall be open for use, the establishment of a system of validation or other type operation, including a system of charges against non-validated parking checks of users, and Tenant agrees to conform to and abide by all such rules and regulations in its use and the use of its customers with respect to the parking facilities.

- 27.4 Landlord may cause the parking facilities to be closed at any time and from time to time when reasonably deemed necessary by Landlord to avoid the acquisition by anyone of prescriptive rights therein. The parking facilities may also be closed from time to time for repairs, improvements, maintenance or by reason of matters beyond reasonable control of Landlord, including, but not limited to, labor disputes, governmental orders, civil unrest, and acts of God. No closure by Landlord pursuant to Article 26 hereof shall be deemed a violation of this Lease by Landlord or give rise to any right on the part of Tenant to terminate this Lease or to recover damages from Landlord.
- 27.5 Landlord shall, at all times, have the right to designate where the Tenant's parking space(s) shall be located, and such locations may be changed from time to time, upon thirty (30) days' prior written notice. Landlord may from time to time, as often as Landlord deems desirable, upon thirty (30) days' prior written notice, change the nature of the parking spaces from reserved to unreserved, or vice versa.
- 27.6 Landlord shall not be responsible to or have any liability for any party parking on the Premises' parking facilities concerning any loss or damage which may be occasioned by or arising out of such parking, including but not limited to loss of property or damage to person from any cause whatsoever.
- 27.7 Tenant, in consideration of the parking privileges hereby conferred, waives any and all future claims of any kind or nature as against Landlord by reason of any acts, omissions or occurrences within the Premises' parking facilities and the driveway exits and entrances thereto. Tenants shall have no parking rights other than those set forth in Article 26.
28. **SIGNS.** Tenant may not affix or maintain upon the glass panes or supports of the show windows or within twelve (12) inches of any window or upon the exterior walls of the Premises any signs, advertising placards, names, insignia, trademarks or descriptive material, nor shall Tenant affix any sign to the roof. Tenant may, place one sign on the front door of the Premises in accordance with a design to be prepared by Tenant and approved in writing by Landlord and any other paragraph of this Lease that may relate to signs. Landlord may, at Tenant's cost, remove any item installed or maintained by Tenant that fails to comply with this paragraph. At termination of lease, Tenant shall remove its signs, or Landlord shall remove at Tenant's cost.
29. **DISPLAYS.** Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.
30. **AUCTIONS.** Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.
31. **GENERAL PROVISIONS.**
- 31.1 **Plats, Riders, and Exhibits.** All plats, riders, exhibits and addendums, if any, affixed to this Lease are a part hereof.

- 31.2 **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.
- 31.3 **Joint Obligation.** If there is more than one Tenant designated, the obligations hereunder imposed shall be joint and several.
- 31.4 **Marginal Headings.** The marginal headings and article titles to the Articles of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof.
- 31.5 **Time.** Time is of the essence of this Lease and each and all of its provisions.
- 31.6 **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, personal representatives and assigns of the parties hereto.
- 31.7 **Recordation.** Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of the Landlord.
- 31.8 **Quiet Possession.** Upon Tenant paying the rent hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease. However, nothing herein shall prevent Landlord from erecting any signs or billboards on or about the roof or other portions of the Office Building. Landlord also reserves the exclusive use of the exterior walls (other than the storefronts), the space above the interior surfaces of the ceilings, the roof, the airspace above the roof, the space below the floor slab, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires in the space above the interior surfaces of the ceilings, below the finished floor and inside and along the demising walls of the Premises.
- 31.9 **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult for Landlord to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any payment of rent due from Tenant is not actually received by Landlord or Landlord's designee within three (3) days after the amount becomes due, then a late charge of 6% of the amount due shall be additionally due as additional rent from Tenant to Landlord. Tenant shall pay said late charge to Landlord immediately after it becomes due. The parties agree that such late charge represents fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any other rights or remedies granted hereunder. The late charge provisions of this paragraph shall apply each time any payment of rent due under this Lease remains due and unpaid by Tenant to Landlord for a period of three days after it becomes due. However, any delayed payment of a late charge shall not bear a late charge itself.
- 31.10 **Prior Understandings.** Tenant acknowledges that neither Landlord nor anyone representing Landlord has made statements of any kind whatsoever on which Tenant has relied in entering into this Lease, including, without limitation (a) warranties or representations that are not contained in this Lease concerning the physical condition or suitability for Tenant's use and business of the Premises or the Office Building, and (b) statements to the effect that any number of Tenants or any specific Tenant or Tenants will operate in the Office Building during the Lease term. Tenant further acknowledges that Tenant has made a thorough inspection of the Premises and the Office Building and has relied solely on Tenant's independent investigation and its own business judgment in entering into this Lease. Landlord and Tenant agree that: This Lease supersedes all prior and contemporaneous understandings and agreements; the provisions of this Lease are intended by them as the final expression of their agreement; this Lease constitutes the complete and exclusive statement of its terms; and no extrinsic evidence whatsoever may be introduced in any judicial

proceeding contradicting this Lease. No provision of this Lease may be amended except by an agreement in writing Signed by the parties hereto or their respective successors in interest, whether such amendment is supported by new consideration.

- 31.11 **Inability to Perform.** This Lease and the obligations to Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, civil unrest or any other cause beyond the reasonable control of Landlord.
- 31.12 **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- 31.13 **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- 31.14 **Choice of Law.** This Lease shall be governed by the laws of the State of California. In the event that any action or proceeding is brought under this Lease, the parties agree that Ventura County shall be the only location of proper venue.
- 31.15 **Attorney's Fees.** In the event any action or proceeding is brought by either party against the other to enforce or construe this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.
- 31.16 **Sale of Premises by Landlord.** In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors-in-interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.
- 31.17 **Subordination, Attornment.** This Lease shall be subordinate to the lien of any present or future mortgage or deed of trust encumbering the Premises and to all advances made or to be made upon the security thereof, and upon request of Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, Tenant shall, at the option of the purchaser, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.
- 31.18 **Notices.** All notices and demands which the mayor is to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by Landlord to Tenant shall be sent by United States Mail, postage prepaid, addressed to Tenant at the Premises or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices and demands by Tenant to Landlord shall be sent by United States Mail, postage prepaid, addressed to Landlord at Landlord's address set forth herein, and to such other person or place as Landlord may from time to time designate in a notice to the Tenant.
- 31.19 **Estoppel Certificate.** Tenant shall at any time and from time to time, upon not less than three (3) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof, and (d) setting forth any other accurate

information concerning this Lease as requested by Landlord. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant agrees to consent to and to execute immediately any amendment of this Lease that may be requested by a lender; provided that the term hereof shall not be changed and that the amount or proportionate share of rent, taxes, insurance or other charges shall not be increased or any of Tenant's rights decreased. If Tenant fails to consent to any such amendment, Landlord, at its option, may terminate this Lease on 30 days' notice to Tenant without liability to Tenant.

31.20 **Authority of Tenant.** If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

31.21 **Surrender of Premises.** Tenant shall peacefully surrender the Premises to Landlord upon the termination or expiration of the Lease in broom-clean condition and in as good condition as when Tenant took possession, except for (a) reasonable wear and tear, (b) loss by fire or other casualty, and (c) loss by condemnation. Concurrently therewith, Tenant shall remove all of Tenant's personal property from the Premises, Office Building, and surrounding common areas and promptly repair all damage to the Premises, Office Building and common areas caused by such removal. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's personal property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's property, the cost of removal, including repairing any damage to the Premises, Office Building or common areas, caused by such removal shall be paid by Tenant. At the termination or expiration of this Lease, Tenant shall immediately deliver to Landlord all keys to the Premises and the Office Building.

32. **DESCRIPTION OF LEASEHOLD IMPROVEMENTS BY TENANT.** All improvements shall be made by the Tenant, and Tenant is accepting the Premises in its current condition. All plans and specifications, for work that Tenant desires, must be by licensed architect and must first be submitted to Landlord for Landlord's approval and/or Bell Canyon Architectural Committee approval. Any approval by Landlord must be in writing, prior to the commencement of any work. Landlord to have the right but not the obligation to inspect building work progress and verify that work meets all applicable codes, and Landlord's Standards. Tenant drawings shall include details and finishes of cabinetry, flooring, wall coverings, and furniture. All improvements made by Tenant shall be pursuant to Building Permits obtained and paid for by Tenant.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease the day and year first written above.

LANDLORD:

TENANT:

Bell Canyon Community Center, Inc.

Bell Canyon Community Service District

Kevin Keegan, Co-President

Judy Lantz, President

Property/Liability Package Program

Special District Risk Management Authority (SDRMA) offers a straightforward, uncomplicated program for special districts and other public agencies. Coverage documents are broad form manuscript policies written on an “occurrence form” to ensure the highest level of coverage and maximum protection of assets for governmental entities providing municipal services. Established in 1986, this program has a proven reputation for stable, competitive rates, actuarially based fiscal management, and sound underwriting practices. For member agencies that participate in both the SDRMA Property/Liability and Workers’ Compensation Programs, we offer multi-program discounts.

COVERAGE

- General Liability Minimum Limits of \$2.5 Million Per Occurrence (\$5M and \$10M excess available)
- Property Limits \$1,000,000,000 Per Occurrence (pool limit)
- Ancillary coverages are offered on a member-by-member basis
- SDRMA maintains a Self-Insured Retention that is periodically adjusted based on market conditions

CLAIMS MANAGEMENT PROGRAM

SDRMA recognizes that claims management is a critical component and serves as the strength of our risk management program. Under the supervision of Chief Risk Officer, property and liability claims are processed, managed and adjusted “in-house”. Our primary objective is to positively impact the overall cost of property and liability coverages, as well as provide employees and employers fair and equitable claims management and resolution. SDRMA uses state-of-the-art claims management software to provide an accurate up-to-date status of each claim, loss run reports and financial information.

RISK CONTROL PROGRAM AND SERVICES

Property and liability coverage protection is just one component of SDRMA’s overall risk management program. Our risk management program includes risk assessment, risk analysis, risk protection (insurance coverage) and loss control. Asset protection for Agency exposures, assisting in preventing future losses, educating Agency staff, and providing the Agency with access to a risk manager are all elements of the overall risk management program.

MEMBERPLUS SERVICES

Members participate in a complimentary safety management program including:

- Personalized On-line Member Resources – MemberPlus Online™
- State-of-the-Art On-line Safety Training – Vector Solutions™
- Risk Control c Fund for Reimbursement of Approved Safety Equipment/Training up to \$1,000 per year
- Employment Law Legal Hotline

- On-Site Loss Control Visits and Risk Analysis
- Training Workshops/Webinars (safety, loss prevention, claims handling)
- Contribution-Reduction Credit Incentive Program (CIP)
- Occupational Safety & Health Program
- Safety & Claims Policy Manual
- Monthly Review of Claims Loss Reports
- Ergonomic Evaluations of Work Areas
- Access to Employer Pull Notice Program

ELIGIBILITY REQUIREMENTS

SDRMA's eligibility requirements provide that member agencies:

- Must be a public agency formed under the California Government Code
- Execute the SDRMA Joint Powers Agreement
- Commit to an initial three program year member enrollment (thereafter coverage may be renewed annually)
- Maintain annual membership in California Special Districts Association (CSDA)

Property/Liability Package Coverage Description

GENERAL LIABILITY

Coverage for Third Party claims and losses arising from members operational exposures for Bodily Injury, Property Damage. Coverage provided for such exposures as: Recreational Activities; Premises Liability; Operational Breaches. Coverage included for Boards, employees and volunteers. Failure to supply and dam failure liability available by endorsement. There are no general liability policy sub-limits. Limit: minimum \$2,500,000 per occurrence. Deductible: None; \$500 (property damage only) per occurrence. *Inverse Condemnation shared limit \$1,000,000.

AUTO LIABILITY

Auto liability coverage protects members from lawsuits for bodily injury and property damages to the public arising out of ownership, maintenance or use of a covered vehicle. Coverage includes: owned vehicles, non-owned and hired vehicles and uninsured motorists. Limit: minimum \$2,500,000 per occurrence. Deductible: None (bodily injury); \$1,000 (property damage) per occurrence.

AUTO PHYSICAL DAMAGE

Auto physical damage (comprehensive and collision) provides protection for damage or loss to a member's owned vehicle. Comprehensive coverage includes: fire, theft, vandalism, windstorm, hail, flood, glass breakage, damage caused by riot or civil commotion and damage from hitting or being hit by birds and animals. Collision coverage provides coverage for repair or replacement for like kind, type and condition based on actual cash value. Valuation: Actual Cash

Value (ACV) or agreed upon value. Deductible: Member selectable \$250 comprehensive/\$500 collision or \$500 comprehensive/\$1,000 collision per occurrence.

PUBLIC OFFICIALS PERSONAL LIABILITY (OUTSIDE COURSE AND SCOPE)

This highly specialized, unique coverage protects elected/appointed officials from claims and settlements arising outside the course and scope of their duties. Coverage includes: invasion of privacy, libel, slander, defamation of character, discrimination, false arrest and malicious prosecution. Limit: \$500,000 per official per year; annual aggregate. Deductible: \$500 per claim.

EMPLOYMENT PRACTICES LIABILITY

Employment practices liability provides coverage for claims and losses arising from “wrongful” employment practices. Coverage includes: wrongful termination, harassment, hostile work environment and discrimination. Limit: minimum \$2,500,000 per occurrence. Deductible: None.

EMPLOYEE BENEFITS LIABILITY

Employee benefits liability coverage for claims and settlements resulting from the negligent administration of employee benefit plans. Limit: minimum \$2,500,000 per occurrence. Deductible: None.

EMPLOYEE AND PUBLIC OFFICIALS DISHONESTY

Employee and Public Officials Dishonesty is coverage protection for member losses resulting from fraudulent or dishonest acts committed by employees, volunteers or board members. Coverage includes: larceny, theft, embezzlement, forgery and wrongful misappropriation. Limit: \$1,000,000. Deductible: None.

EMPLOYEE AND PUBLIC OFFICIALS ERRORS AND OMISSIONS

Public officials and employee’s errors and omissions coverage for “wrongful acts”, alleged or actual negligence, errors or omissions, breach of duty, misfeasance, and malfeasance, nonfeasance and defamation. Limit: minimum \$2,500,000 per occurrence. Deductible: None.

PROPERTY COVERAGE (INCLUDING FLOOD AND MOBILE/CONTRACTORS EQUIPMENT)

Property coverage provided for the replacement cost value of reported building and contents. Additional extensions provided for course of construction, business interruption, rental income and tuition, debris removal, electronic data processing, extra expense, fine arts (appraised value), flood coverage (annual aggregate), interruption by civil authority, pollution clean-up (related to property loss), and valuable papers. Property Coverage Valuation: replacement cost (without depreciation). Mobile/Contractors Equipment Valuation: actual cash value. Limit: \$1,000,000,000, no annual aggregate. Deductible: \$1,000 per occurrence.

BOILER AND MACHINERY

Boiler and machinery coverage is provided for the “sudden and accidental” breakdown of mechanical and electrical machinery. Coverage includes: business income, extra expense, spoilage, water damage, ammonia contamination, hazardous substances, error in description and newly acquired property. Limit: \$100,000,000 repair/replacement. Deductible: Varies based on KW/KVA/AMPS, per occurrence.

ANCILLARY COVERAGES

Ancillary coverages are available on a member-by-member basis (such as: earthquake, cyber, excess liability).

CREDIT INCENTIVE PROGRAM

Members are able to reduce their auto and general liability net premiums through Special District Risk Management Authority Property/Liability Credit Incentive Program. Credit incentives up to 15% of the auto and general liability net contribution can be earned for completion of approved program criteria guidelines.

This information is provided as a general description only and is not intended to supersede specific policy documents. In the event of a conflict in language, the policy(ies) will be the controlling document.

CONTACT INFORMATION:

Wendy Tucker, AU

Underwriting/Program Manager
SDRMA
1112 “I” Street, Suite 300
Sacramento, California 95814
Telephone: 800-537-7790
Direct: 916-231-4119
Email: wtucker@sdrma.org

Teresa Guillen

Member Services Specialist II
SDRMA
1112 “I” Street, Suite 300
Sacramento, California 95814
Toll-free: 800.537.7790
Direct: 916.231.4131
Email: tguillen@sdrma.org

MEMBER'S CERTIFICATE OF COVERAGE

Issue Date
7/1/2024

Provider Special District Risk Management Authority
1112 'I' Street, Suite 300
Sacramento, California 95814
800.537.7790 www.sdrma.org



Member **Bell Canyon Community Services District**
30 Hackamore Lane #2B
Bell Canyon, California 91307

Member Number: 7770

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
General Liability	LCA-SDRMA-202425	7/1/2024	7/1/2025	Per Occurrence
Bodily Injury				\$5,000,000
Property Damage				\$5,000,000
Public Officials Personal				\$500,000
Employment Benefits				\$5,000,000
Employee/Public Officials E & O				\$5,000,000
Employment Practices Liability				\$5,000,000
Employee/Public Officials Dishonesty (Crime)	EDC-SDRMA-202425			\$1,000,000
Auto Liability	LCA-SDRMA-202425	7/1/2024	7/1/2025	Per Occurrence
Auto Bodily Injury				\$5,000,000
Auto Property Damage				\$5,000,000
Non-Owned Auto Bodily Injury				\$5,000,000
Non-Owned Auto Property Damage				\$5,000,000
Uninsured Motorist	UMI-SDRMA-202425			Limits on File
Auto Physical Damage	CC-SDRMA-202425	7/1/2024	7/1/2025	Per Occurrence
Auto PD - Comp				Limits on File
Auto PD - Collision				Limits on File
High Dollar Vehicles				Limits on File

Brian Kelley

Brian Kelley, MBA, ARM - Chief Executive Officer

Description: All listed coverage is in effect only for the time period specified.

Special District Risk Management Authority



Policy Lines of Coverage for Program Year 2024-25

Bell Canyon Community Services District

Line of Coverage	Item Count	Total Insured Value (TIV)	Deductible	Limit
General Liability				
Bodily Injury			\$0	\$5,000,000
Property Damage			\$500	\$5,000,000
Public Officials Personal			\$500	\$500,000
Employment Benefits			\$0	\$5,000,000
Employee/Public Officials E & O			\$0	\$5,000,000
Employment Practices Liability			\$0	\$5,000,000
Employee/Public Officials Dishonesty (Crime)			\$0	\$1,000,000
Auto Liability (includes non-owned auto)	1	\$18,000		
Auto Bodily Injury			\$0	\$5,000,000
Auto Property Damage			\$1,000	\$5,000,000
Non-Owned Auto Bodily Injury			\$0	\$5,000,000
Non-Owned Auto Property Damage			\$1,000	\$5,000,000
Uninsured Motorist			\$0	\$1,000,000
Auto Physical Damage	1	\$18,000		
Auto PD - Comp			Per Item	\$100,000
Auto PD - Collision			Per Item	\$100,000
High Dollar Vehicles			Per Item	\$1,000,000,000

* Special Deductibles/Limits



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 24, 2025

BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LN STE 2B
BELL CANYON CA 91307-1027

Account Information:

Policy Holder Details :	BELL CANYON COMMUNITY SERVICES DISTRICT
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Summary Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



January 24, 2025

Account Policy Information:

Agency Name	A J GALLAGHER RISK MGMNT SRVCS LLC
Agency Code	83556227

Recipient Information

BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LN STE 2B
BELL CANYON CA 91307-1027

SUMMARY OF INSURANCE

Account Policy Recap	Policy Number	Policy Term	Premium
Worker's Compensation Hartford Casualty Insurance Company	83 WEC AH2TUN	08/07/2024 to 08/07/2025	\$485

Sum of Insurance

Summary of Insurance (Continued)

Worker's Compensation Summary of Insurance
with
Hartford Casualty Insurance Company
A member company of The Hartford
08/07/2024 - 08/07/2025

Policy Detail: Worker's Compensation

Policy States: CA

Location 1 Premises Address:

30 HACKAMORE LN STE 2B
BELL CANYON CA 91307

Worker's Compensation Coverages:

Employer's Liability Limits	Limit
Disease - Policy Limit	\$1,000,000
Bodily Injury – Accident	\$1,000,000
Disease - Each Employee	\$1,000,000

Class/Payroll Detail	Class Description	Class Code	Payroll
Location 1 - CA	CLERICAL OFFICE EMPLOYEES-N O C	8810	\$29,600
Location 1 - CA	SALESPERSONS - OUTSIDE	8742	If Any

This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.

Sum of Insurance

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL LAW CORPORATION

ATTORNEYS AT LAW

12800 CENTER COURT DRIVE SOUTH, SUITE 300
CERRITOS, CALIFORNIA 90703-9364
(562) 653-3200 • (714) 826-5480

FAX (562) 653-3333
WWW.AALRR.COM

FRESNO
(559) 225-6700

IRVINE
(949) 453-4260

MARIN
(628) 234-6200

PASADENA
(626) 583-8600

PLEASANTON
(925) 227-9200

RIVERSIDE
(951) 683-1122

SACRAMENTO
(916) 923-1200

SAN DIEGO
(858) 485-9526

January 23, 2025

Bell Canyon Community Services District
Attention: Walter Kelly, General Manager
30 Hackamore Lane, Suite #2b
Bell Canyon CA 91307

Re: Qualifications to Provide General Counsel Services


Dear Mr. Kelly,

Atkinson, Andelson, Loya, Ruud & Romo (AALRR or "the firm") is pleased to provide its qualifications to provide General Counsel Services to the Bell Canyon Community Services District ("District"). Having learned about the needs of the District, AALRR feels it is a good fit to provide the services the District is seeking.

AALRR has represented California's governmental entities for over 45 years. Our attorneys serve as general counsel to numerous special district clients throughout the state, including Santa Ynez Community Services District, United Water Conservation District, Joshua Basin Water District, Kern-Tulare Water District, East Orange County Water District, North Kings Groundwater Sustainability Agency, Scotts Valley Fire District, and Murphy's Sanitary District.

AALRR's general counsel services for the District will include, but is not limited to:

- Providing clear and concise legal advice and consultation (oral and written) as requested or required, to the District Board of Directors and staff on a variety of matters pertaining to all aspects of special district governance. Prompt and same day responses to District inquiries (via email and/or telephone) should be expected.
- Researching and interpreting laws, court decisions, and other authorities in order to prepare legal opinions and to advise the Board of Directors and staff on legal matters pertaining to District matters.
- Attending regular Board of Director meetings (open and closed sessions) as needed and advising the Board of Directors on matters on the agenda as well



as procedural matters that may arise during and following the meeting. We also understand that the District's General Counsel may be called upon to attend other District meetings.

- Providing guidance regarding the requirements of the Ralph M. Brown Act, Public Records Act, Fair Political Practices Commission requirements, conflicts of interest, public entity and municipal law, California Government Code, and operational procedures pertinent to the conduct of special districts and municipalities.
- Drafting, reviewing, and/or revising documents.
- Representing the District in litigation.
- Representing the District in intergovernmental projects and other matters, as needed.
- Performing other duties as directed by the General Manager and/or Board of Directors.

AALRR is also fully equipped to provide legal counsel for public law matters involving labor and employment, environmental, water, construction, real estate, bond, and every other type of legal service that the District may need.

Proven track record – We have successfully represented California governmental agencies for more than four decades. AALRR is intimately familiar with the unique legal needs of special districts, and we are adept at serving them in multiple capacities. We understand your business and your challenges, and our experienced attorneys deliver prompt, practical advice to meet those challenges.

Specialization – Our attorneys specialize in various areas of the law, and we design our teams specifically to bring the required expertise to any matter, including general governance, statutory and regulatory compliance, labor and employment, environmental, construction, and litigation.

Preventive and budget-minded approach – We get ahead of problems by anticipating them and work to resolve issues as quickly as possible, which helps keep legal costs down. We are very mindful of the budgetary constraints on public agencies, and you will find that our rates are competitive. We deliver outstanding service in the most cost-effective way possible.

Responsiveness – Our clients consistently attest to our responsiveness to their inquiries. Our priority is to ensure that we are always accessible to you in order to provide timely and effective counsel.

Rates

Among our public sector clients, AALRR is known for our competitive rates, fair billing practices, and a universal perception from clients that they receive an exceptional value for the cost of legal services provided.

Resource	Hourly Rates
Partners/Of Counsel	\$425
Associates	\$415
Paralegals and Law Clerks	\$225

Team Resumes

Beginning on page 4, please find brief resumes for each of the proposed team members. Each attorney has multiple years of experience providing general counsel services to special district clients. If it is the desire of the District, AALRR would be happy to arrange a meeting with the members of the proposed team. More information about their qualifications and experience can be found on the firm's website (<https://www.aalrr.com/attorneys>).

Should you have any questions about AALRR or its qualifications to serve the District, please do not hesitate to reach out to me at: dboyer@aalrr.com or (562) 653-3426. We look forward to providing exceptional legal service to the Bell Canyon Community Services District.

Sincerely,



David D. Boyer
Partner
Atkinson, Andelson, Loya, Ruud & Romo

David D. Boyer

Partner
562-653-3200
dboyer@aalrr.com



David Boyer is the chair of AALRR's Facilities, Construction & Property Practice Group. He has more than 20 years of success as litigation counsel for government agencies throughout California and currently serves as general counsel to United Water Conservation District and the North Kings Groundwater Sustainability Agency. Mr. Boyer has litigated civil actions involving water rights and supply, state water contracts, environmental and natural resources, public construction, public agency, eminent domain and inverse condemnation, land use, insurance coverage, and employment law. He has been successful in representing public and private clients before federal and state regulatory and administrative tribunals on a variety of water and environmental matters. Mr. Boyer has also advised wholesale and retail water agencies on governance issues that involve due process hearings, conflicts of interest, and transparency in government.

Mr. Boyer has significant experience handling claims involving the federal Clean Water Act (CWA) and California Porter-Cologne Water Quality Control Act (Porter-Cologne), CEQA, NEPA, Urban Water Management Planning Act (UWMPA), CERCLA, RCRA, and the federal and California Endangered Species Acts (ESA & CESA).

Honors & Recognitions

- AV® Peer Rating from Martindale-Hubbell
- Rated Top Lawyers of 2014 by Martindale-Hubbell
- Rated Top Lawyers of Southern California by the *Los Angeles Times*
- Listed in "Who's Who in American Law"

OFFICE

12800 Center Court Drive
Suite 300
Cerritos, CA 90703

EDUCATION

J.D., University of Alabama School
of Law
B.S., Bowling Green State University

ADMISSIONS

1985, Alabama
1989, California
U.S. Court of Appeals, Eleventh
Circuit
U.S. Court of Appeals, Ninth Circuit
U.S. District Courts, Central,
Eastern, and Southern Districts of
California
U.S. District Court, Middle District of
Alabama

PRACTICE AREAS

CEQA
Environmental, Land Use & Zoning
Facilities, Construction, Real Estate
& Business
Litigation
Propositions 218 & 26
Real Estate
Water Law

Suparna Jain

Partner
626-583-8600
sjain@aalrr.com



Suparna Jain represents school districts, community college districts, water districts, other public entities, as well as some private clients. Currently she serves as Assistant General Counsel to United Water Conservation District.

Her practice focuses on transactional facilities, construction, and property matters, specifically advising clients on procurement concerns, consultant agreements for professional services, ADA facility related issues, surplus property issues, charter school facility matters, licensing agreements, prequalification requirements, public record act requests, and Brown Act requirements.

During law school, Ms. Jain was a team and board member of the UC Hastings Moot Court program. In addition, she worked within the public sector and on behalf of public entities throughout law school, and served as a Los Angeles Superior Court judicial extern.

Publications

Ms. Jain has authored many of her practice group's client alerts and blog entries. The research paper she co-authored, "Enforceability of Local Hire Preference Programs," was published by the Department of Transportation Research Board in its Legal Digest.

OFFICE

251 S. Lake Ave
Suite 360
Pasadena, CA 91101

EDUCATION

J.D., University of California,
Hastings College of the Law
B.A., University of California at
Berkeley

CLERKSHIPS

Berkeley City Attorney's Office
Los Angeles District Attorney's
Office

ADMISSIONS

2010, California

PRACTICE AREAS

Construction Claims & Litigation
Environmental
Facilities, Construction, Real
Estate & Business
Litigation
Sustainable Groundwater
Management Act
Water Law
Water Rights

Nicolle A. Falcis

Partner

949-453-4260

nicolle.falcis@aalrr.com



Our commitment to providing the best representation possible for our diverse clients is reflected in our commitment to diversity within our own firm.

Nicolle Falcis is a public law attorney who represents special districts, K-12 school districts, and community college districts. Ms. Falcis provides general counsel services to Mesa Water District and East Orange County Water District. She is experienced in numerous subjects including public board governance, public facilities, public construction, public finance and funding mechanisms, public contracting, environmental review, land use concerns, and litigation. Her practice also includes an expertise in school/developer fees, the California Public Records Act, and the Brown Act.

Ms. Falcis frequently presents on topics including the above-listed areas for California Special Districts Association (CSDA), the Coalition for Adequate School Housing (CASH), various County Offices of Education, and other associations.

Ms. Falcis is active in, and currently serves on, the Association of California Water Agencies (ACWA) Legal Affairs Committee. She also serves as a Board Member of CalWater PAC.

Before joining AALRR, Ms. Falcis worked for the Los Angeles City Attorney's Office and the Facilities Development and Planning Branch of Long Beach Unified School District.

Community & Professional

- Orange County Water Association
- Association of California Water Agencies – Legal Affairs Committee
- CalWater PAC
- Orange County Bar Association
- Orange County Asian American Bar Association
- Filipino-American Lawyers of Orange County

OFFICES

20 Pacifica
Suite 1100
Irvine, CA 92618
4225 Executive Square
7th Floor
La Jolla, CA 92037

EDUCATION

J.D., Suffolk University Law School
B.A., University of California, Irvine

ADMISSIONS

2014, California
U.S. District Court, Central District
of California

PRACTICE AREAS

Board Governance
CEQA
Environmental, Land Use & Zoning
Facilities, Construction, Real
Estate & Business
Litigation
Real Estate
Real Property
Water Law

Jeffrey A. Hoskinson

Partner

949-453-4260

jeff.hoskinson@aalrr.com



Jeff Hoskinson has dedicated his career to serving public agencies. He currently serves as general counsel to Santa Ynez Community Services District, Murphys Sanitary District, East Orange Water District, and Joshua Basin Water District. His expertise includes more than two decades of serving water districts, school districts, county education offices, and joint powers agencies. He holds the position of general counsel for the East Orange County Water District, Joshua Basin Water District, and Santa Ynez Community Services District. Additionally, he shares the role of General Counsel with Murphys Sanitary District and serves as pro-bono counsel to the Orange County Water Association. He also assists several other water districts as an assistant general counsel, including Mesa Water District.

Mr. Hoskinson's experience covers a broad spectrum of matters. He has dealt with by-division voting conversion, election redistricting, water rates and conservation, land and site acquisition, eminent domain, and environmental issues including the California Environmental Quality Act (CEQA). His proficiency extends to public works construction, construction contracting, bonding and insurance, surplus properties and asset management, redevelopment, and water rights. He is also well-versed in general governance matters such as the Brown Act and the Public Records Act, for which he has made numerous presentations for the California Special Districts Association ("CSDA").

Before joining the firm, Mr. Hoskinson honed his skills as an appellate prosecutor with the Office of the California Attorney General in Los Angeles, where he primarily argued cases before the Second District of the California Court of Appeals.

Community & Professional

- Association of California Water Agencies
- California Special Districts Association
- Orange County Water Association

OFFICE

20 Pacifica
Suite 1100
Irvine, CA 92618

EDUCATION

J.D., Southwestern University
School of Law
B.A., University of California, Irvine

ADMISSIONS

2000, California
Supreme Court of California
U.S. Court of Appeals, Ninth Circuit
U.S. District Courts, Central and
Southern Districts of California

PRACTICE AREAS

CEQA
Environmental
Facilities, Construction, Real
Estate & Business
Litigation
Propositions 218 & 26
Real Estate
Water Law
Water Rights

www.aalrr.com

Robert E. Anslow

Partner
949-453-4260
rob.anslow@aalrr.com



Robert Anslow, a nationally recognized bond counsel, provides general counsel services to various public entities, specializing in the areas of public works, construction, inter-agency agreements, real property, regulatory and environmental compliance, water and wastewater rates, charges and fees, and developer fees and charges. Mr. Anslow currently provides general counsel services to Mesa Water District and Santa Ynez Community Services District.

Mr. Anslow has actively participated, as principal bond counsel, in the issuance of numerous federally taxable and federally tax-exempt financings for public agency clients, school district clients, and others, including general obligation bonds, lease-revenue transactions, certificates of participation, Mello-Roos issues, Marks-Roos pooled financings, and special tax bonds and notes.

In addition, Mr. Anslow has extensive experience serving as general counsel for various water districts, including advising on public financing of water, reclaimed water, and sewer facilities, water and wastewater rates, charges and fees, and related infrastructure.

Mr. Anslow has appeared before numerous courts, arbitration panels, regulatory agencies, and public agency boards. This includes litigation work in all of the principal Southern California Superior Courts, Federal District Court of Southern California and Federal Bankruptcy Court. He has participated in arbitration sessions on behalf of public agency clients, mediation hearings and similar areas of settlement negotiation for disputes and civil actions. Mr. Anslow has also appeared in front of a number of public agency bodies, including committees of the California Legislature, regulatory agencies, the Local Agency Formation Commissions of Orange, San Diego and Riverside Counties, County Boards of Education, and the governing bodies for numerous public agencies.

Events & Speaking Engagements

Mr. Anslow has appeared as part of various agency and organization presentations on the subjects of public finance, environmental compliance, water rates and charges (including Proposition 218 matters), the Brown Act, and the Mello-Roos Act.

OFFICE

20 Pacifica
Suite 1100
Irvine, CA 92618

EDUCATION

J.D., Whittier Law School
B.A., Occidental College

ADMISSIONS

1984, California
U.S. District Court, Southern District
of California

PRACTICE AREAS

Bond Counsel
Environmental
Environmental, Land Use & Zoning
Facilities, Construction, Real Estate
& Business
Propositions 218 & 26
Real Property
Water Law
Water Rights



January 23, 2025

VIA E-MAIL – gm@bellcanyoncsd.ca.gov

**LAGERLOF, LLP
BELL CANYON COMMUNITY SERVICES DISTRICT
LEGAL SERVICES PROPOSAL**

Our firm, Lagerlof, LLP, is a full-service law firm engaging in a general civil, trial and appellate practice. The firm has been engaged in the practice of law since 1908. For well over 50 years, we have had a heavy emphasis within the specialty of water, wastewater and municipal law, particularly in representing public agency water suppliers and wastewater providers, as well as community services districts throughout California.

We appreciate the opportunity to submit this proposal and we believe we can provide the legal services necessary to meet the District's needs in an expedient, efficient and cost-effective manner. We envision the following services to be routinely provided to the District:

- If requested, attend monthly Board of Directors' meeting
- Brown Act compliance, including review and revision of meeting agendas
- Preparation of necessary Board documents, i.e. resolutions, etc.
- Personnel and employment law matters
- Communication with District staff on legal matters
- Review and/or prepare agreements
- Ensure compliance with the California Environmental Quality Act
- Assistance with rate-setting issues, including compliance with Proposition 218 and Proposition 26, as applicable
- Research and prepare legal opinions on issues facing the District
- Keep the Board and staff updated on legislation that may impact the District
- Other services as needed

We propose to render these services at the rate of \$425 per hour. Note that our general hourly rate for business clients is \$650 per hour. If the District prefers a flat fee monthly retainer, we would propose a monthly retainer of \$1,750, to be reviewed after the initial three months to ensure that amount is fair and equitable to both the District and our firm.

Lagerlof LLP
155 North Lake Avenue, 11th Floor
Pasadena, CA 91101

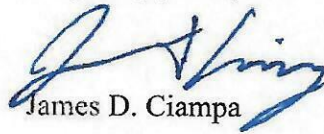
Email: jciampa@lagerlof.com
T: (626)-793-9400
F: (626)-793-5900

Bell Canyon Community Services District
Proposal for Legal Services
January 23, 2025



Please let me know if you need any further information or would like any professional references. For your information, I have attached my current bio.

Very truly yours,


James D. Ciampa

JDC/cc

Attachment



James D. Ciampa



James Ciampa, practices municipal, water, real estate, business, employment and environmental law. Mr. Ciampa currently represents many retail water purveyors, various public agencies and mutual water companies throughout California. Through his work with public sector clients, Mr. Ciampa has gained particular expertise in drafting and negotiation of legislation, with the California Environmental Quality Act (CEQA), in municipal finance, grant and loan funding, and in rate setting, including compliance with Propositions 26 and 218. His experience includes providing advice to clients concerning short-term operational issues and long-term planning.

Mr. Ciampa serves as general counsel for Kern County Water Agency, Walnut Valley Water District, Santa Rosa Regional Resources Authority, Western Riverside County Regional Wastewater Authority, Fall River Mills Community Services District, Gualala Community Services District, Hamilton Branch Community Services District, Pico Water District, Puente Basin Water Agency, San Gabriel Valley Municipal Water District, La Puente Valley County Water District, Public Water Agencies Group, Spadra Basin Groundwater Sustainability Agency and numerous mutual water companies, and as assistant general counsel for numerous other public and private water suppliers. He also serves as general counsel for the Los Vaqueros Reservoir Joint Powers Authority, which is undertaking a \$1.3 billion reservoir expansion project in Northern California. He is also general counsel to the California Rural Water Association and California Association of Mutual Water Companies. He is general counsel for several real estate development and computer software consulting firms.

Mr. Ciampa also assists clients with various real estate matters, including purchases, sales and exchanges; development, entitlement and financing issues; easement and boundary matters; and representation of homeowners' associations. He also has represented various business entities with respect to formation, financing, operational issues, stock and asset sales, labor and employment matters, litigation and dissolution.

Mr. Ciampa is active in civic affairs, currently serving as a member of the Executive Committee of the Pasadena Tournament of Roses Association. He has served on the Executive Committee of the Southern California Rugby Football Union and is a founding coach of the Pasadena Pythons Youth Rugby Club. Mr. Ciampa is a member of the Pasadena, Los Angeles County and California Bar Associations, and the Italian American Lawyers Association.



CONTRACT NUMBER:
GS-03F-142DA

Secure Document Scanning Services – Preliminary

Customer Name	Bell Canyon Community Services District
Prepared For	Walter Kelly / gm@bellcanyoncsd.ca.gov
Project Location	30 Hackamore Lane , Ste 2B, Bell Canyon, CA 91307
Date	1/23/2025

ARC Document Solutions Introduction

ARC Document Solutions is amongst the largest document management solutions and services companies in the United States. We provide Consultancy Services, Document Scanning Services and Cloud based Document Management Solutions to thousands of customers in Public and Private Sector. Our history, knowledge, and experience with digitizing various types of records, indexing & building databases and implementing electronic records management solutions are unmatched by any other firm.

- ARC operates through 140 Service Centers, 7 HIPAA Compliance Service Centers. (<https://www.e-arc.com/location/>)
- Our Secure Centers are HIPAA Compliant, ISO 270001:2013 Certified and SOC2 Type 2 Compliant.
- More information: <https://www.e-arc.com/services/scanning/>

Our prominent clients for records digitization Services include County of Ventura (GSA & Facilities-M&O) City of Alhambra, City of Santa Ana, Cal State University Northridge, Simi Valley Unified, Ontario International Airport & much more. We can provide a comprehensive customer list and references based on your request. In this project, we offer off-site services through our Service Centers in the Ventura County, Los Angeles County and Orange County area. as described in the scope of work.

We would also like to thank you for the opportunity and please feel free to contact us for any further information.

Sincerely yours,

Jose Vazquez

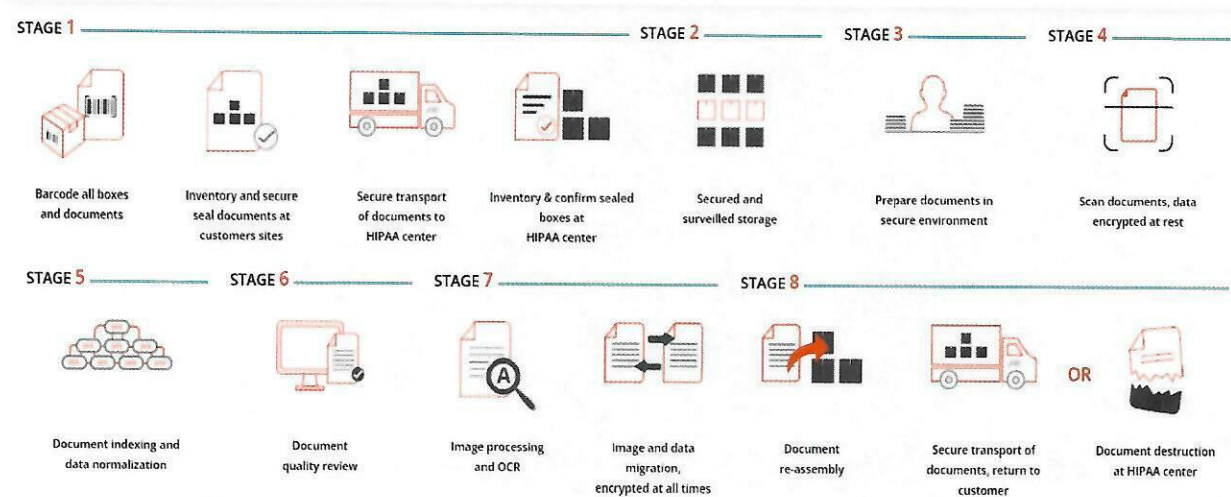
Branch Manager
ARC Document Solutions
4761 E Hunter Ave
Anaheim, CA 92807

Mobile. 626-362-1909

Email. jose.vazquez@e-arc.com

Web. www.e-arc.com

Our Methodology



Preliminary tasks may include:

Assign a Project Manager who will be the single point of contact from ARC Team, Project Kick-off meeting with all Stakeholders to review the requirements and identify risks/ exceptions, Develop Project Plan/ Schedule, Arrange Pilot Digitization and receive approval.

Stage 1: Comprehensive Chain of Custody process with Container level barcodes, detail inventory & tracking. Tamper-evident Secure Sealing for PHI, PII Records and secure direct transportation.

Stage 2: Secure storage of records throughout the project period.

Stage 3: Prepare records for production level digitization process. Typical activities include inserting barcode cover sheets, removing staples and other bindings, opening any folded documents etc.

Stage 4: Scan documents using industrial equipment and batch mode production capture management solutions. Please refer to the specs under the pricing section.

Stage 5: Capture index information via Advanced Recognition techniques, Manual entry or using customer supplied databases.

Stage 6: Document and Data Quality Reviews to ensure all the pages are scanned, in correct orientation, all index information captured, and files are named correctly.

Stage 7: Advanced image processing Technologies for highest quality images and Optical Character recognition (OCR) to enable Full-text content Search.

Stage 8: Optional records re-assembly and support ad-hoc document access needs. Records are returned to customer after receiving approval or arrange Certified Secure Shredding Services.

Stage 9: Data delivery via Secure Web Link or Direct Migration to Sky Site Archive Solution.

Stage 10: Project Reporting and Lessons Learned review.

More information: <https://www.e-arc.com/services/scanning/>

Current Document Condition

A. Project Volumes (Small Format)

- i. Estimated 84 boxes of records, assuming each box is 1.2 cu.ft.
- ii. Assuming each box contains about 20 file folders and about 2,200 images
- iii. Assuming document require Light to Medium preparation

Boxes	PDFs	Image
84	1,400	184,800



B. Project Volumes (Large Format)

NO VISIBLE LARGE OVERSIZED DOCUMENTS

Scope of Work

1. Services and Technical Specifications:

ARC will provide the scanning and archiving services specified below: (Services included are indicated by checked boxes below)

- Services to be performed at ARC Location (indicated above)
- Document Inventory and Chain of Custody:
 - Box Level Barcode & Track
 - Document Level Barcode & Track
- Document Transportation:
 - From Customer Location to ARC Service Location
- Document Preparation:
 - ARC will prepare your documents for scanning by removing all binding materials (e.g., staples, paper clips, clamps, coil binders, comb binders, velo bindings, fold-over tab binders, 3 ring binders, etc.)
Unfold pages.

- Remove and discard attachments (Posit-Notes & Flags), previously taped down receipts will not be disturbed
- Document Indexing:
 - Naming Scheme (Indexing):
 - Folder Tab/Name
 - If not folder, Document/Binder title or Type
- Document Scanning:
 - Small Format Scanning (Sheetfed duplex scanning, 11"x17" or smaller)
 - 200 DPI 300 DPI Other _____
 - Auto-Color 24-bit Color 8-bit Color 8-bit Greyscale
 - 1-bit Black & White Other _____
 - Programmatic:
 - Image Deskew
 - Image Auto-Crop
 - Auto Rotate
 - Blank Page Removal
- Quality Assurance:
 - Images will be checked for readability and proper orientation
 - Every source page will be represented in digital delivery
 - All Boxes and Documents will be reviewed to insure they have been captured and processed to desired output
 - All Indexed data will be reviewed for accuracy and completeness
 - All digital output files and folders will be reviewed to ensure the desired result
- Document Reassembly:
 - Return hard copy originals to boxes and source folders place back in the box, in original sequence as received, without replacing binding materials and/or refolding pages
- File Naming and Folder Structuring:
 - All Files and Parent Folders will be named using Document Indexes stated above
- Output File Format:
 - All output files will be generated as multi-page, Image Only PDF files(NO OCR)
- Deliverables and Delivery Method:
 - Email download link
 - USB Hard Drive/Thumb Drive
 - Encrypted Hard Drive/Thumb Drive
- Destroy Hard Copy Originals (Optional)
- Return Hard Copy Originals

Original documents provided by the Customer will be of good quality (in ARC's sole determination) and will not require additional preparation or remediation prior to scanning. If the quality or condition of the original documents provided by Customer require additional preparation (in ARC's sole determination), Customer will be notified and additional instructions will be provided by Customer, following which ARC will provide Customer with revised pricing for the handling of such original documents.

HIPAA Compliance: (one of the following two boxes must be checked)

- Box Content does not include PHI and/or is NOT subject to HIPAA Regulations
- Box Content includes PHI and must be processed in accordance with HIPAA regulations

Project Management: (one of the following two boxes must be checked)

- Project management required. (Kick off, Pilot, progress reports (.CSV), Tracking Dashboard, if applicable.
- Not required.

2. Additional Detail:

- ARC does NOT offer permanent storage Service. If originals remain at ARC over 30 days after scan deliverables have been received by customer a Temporary (up-to 60 Day) Storage fee will apply per pallet (\$400.00).
- ARC project manager will notify customer in advance if the estimate exceeds original assumptions. Deviation from original assumptions must be mutually agreed upon by both parties and may impact schedule and price and will be subject to a Change Order. Estimate does NOT include Project management (one-time) charge, if applicable.

3. Preliminary Pricing:

ARC reserves the right to revise the pricing specified below based on actual condition of original documents provided by Customer and indexing requirements.

Service	Description	QTY	Unit	Per Unit	Extended
Small Format B&W Imaging	Convert Documents up to 11x17 to PDF. B/W - 200 DPI & Heavy Preparation .	184,800	Image	\$0.05	\$9,240.00
Indexing - File Naming	Subjective Manual Extraction of Key Data - Includes up to 3 Attributes & Document Exploration .	1,400	File	\$0.36	\$504.00
Document Prep Labor	Preparing documents for scan (Light/& Medium Preparation) .	184,800	Image	\$0.04	\$7,392.00
Onsite Retrieval Prep	Document Packaging (no inventory) to make ready for transport. .	1	Hour	\$120.00	\$120.00
Logistics	Document Transportation - Pickup & Delivery* .	2	Per Trip	\$350.00	\$700.00
Data Deliverable	Data Deliverable via Secure Link .	1	Each	\$50.000	\$50.00
Destruction	Document Destruction (OPTIONAL).	0	Per Box	\$10.50	\$0.00
Retrieval	Adhoc retrieval requests. Document-Pull Services, with 24hr status update.		Each	\$45.00	
Service Total					\$18,006.00

Additional Notes:

- Prices submitted are considered firm for 90 days.
- The record volumes listed above are estimates and ARC will bill for actual volumes produced.
- ARC will invoice monthly based on the actual number of documents scanned and delivered.
- Above prices excluding any taxes that will be applicable at the time of invoicing.

Conclusion:

As evidenced in this proposal, ARC Document Solutions has extensive experience, technical expertise, and a detailed comprehensive workflow to handle this project. Our Quality Assurance Plan and attention to detail throughout all phases of this project ensure the highest level of controls for quality, accuracy, and consistency for all deliverables to Bell Canyon Community Services District.

In summary, the Controls we have in place considers the following factors:

- Accounting, Completion, and Inclusion of all documents and document pages
- Quality of Scanned Images
- Readability of Resultant Images
- Accuracy of Index Data collected
- Secure Control and Tracking of Hard Copy Documents
- Consistency and Accurate Accounting of all Deliverables to Hard Copy Records
- Maintaining the highest level of security and protection for the hard copy documents, as well as protecting the resultant images and data, is encrypted while in transit.

We are confident that these workflows, processes, and procedures will exceed all requirements for the conversion of records for Bell Canyon Community Services District.

We look forward to assisting Bell Canyon Community Services District with providing the strongest document conversion solution for its records conversion project.

Respectfully Submitted,

Bobby Rush

Senior Account Executive

ARC Document Solutions

Mobile: (818) 257-1804

Email: bobby.rush@e-arc.com

Scope of Work Approval

Additional Scope Details:

Chain Of Custody Level – Box

ARC will store the documents for up to 30 calendar days after completion of the project to allow the customer time to review the samples and request any warranty work.

Note: Prices submitted are considered firm for sixty (90) days. The pricing above is based on the initial assessment and 'best' condition assumptions excluding 'Additional Scope Questions'. Any deviation from the above assumptions must be mutually agreed upon by both parties and may impact on both schedule and price and will be subject to a Change Order. ARC will produce a Pilot or sample to each Department to ensure Indexing (Folder Structure & File Naming) for process approval from Bell Canyon Community Services District prior to producing entire collection. Actual quantities processed will determine final pricing, which may be lower or higher than this estimated total amount. Bell Canyon Community Services District will assign a Project Manager or Point Of Contact in coordination with ARC Project manager to ensure timely feedback & authorization.

ARC Document Solutions, LLC

CLIENT APPROVAL

Signature: _____

Authorized Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



**THE SCANNING
COMPANY**

1550 Valley Vista Drive Suite 150
Diamond Bar ,CA 91765
www.thescanningcompany.com
888-750-SCAN (7226)

Bell Canyon Community Services District Digital Conversion Proposal

PREPARED FOR:
Walter Kelly
Bell Canyon Community Services District
30 Hackamore Lane, Suite #2b
Bell Canyon CA 91307
(805) 874-2121
gm@bellcanyoncsd.ca.gov

PREPARED BY:
Manny Lopez
Business Development Account Executive
909-279-0353

Confidentiality Agreement - Notice to Recipients

This proposal contains proprietary and confidential information owned by TSC. This proposal is for informational purposes only and for the Recipient only and is not authorized for distribution to anyone other than the Recipient. Recipient acknowledges and agrees that to protect TSC's interest in its proprietary and confidential information, this proposal will be maintained in strict confidence and will not be disclosed to third parties. Proposal will not be used by the Recipient for any purpose other than considering whether to enter into an agreement with TSC without the express written consent of TSC. Neither this proposal nor the information contained herein may be reproduced or used for any other purpose. The reader acknowledges that the information provided by TSC in this proposal is confidential; therefore, reader agrees not to disclose it without the express written permission of TSC.

It is acknowledged by reader that information to be furnished in this proposal is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by reader may cause serious harm or damage to TSC and their members. Please return this proposal immediately to 1550 Valley Vista Drive Suite 150, Diamond Bar, CA, 91765

1/23/2025

Walter Kelly
Bell Canyon Community Services District
30 Hackamore Lane, Suite #2b
Bell Canyon CA 91307
(805) 874-2121
gm@bellcanyoncsd.ca.gov

Dear Walter Kelly,

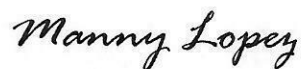
Thank you for the opportunity to evaluate Bell Canyon Community Services District document conversion needs. TSC fully understands the requirements and the scope of work requested and has outlined details within this response.

To get a glimpse of our expertise, we invite you to watch our brief video showcasing our advanced document scanning techniques. This two-minute video highlights our commitment to precision, efficiency, and customer satisfaction. We're confident it will demonstrate the value we can bring to your organization's document management:

Why Partner with The Scanning Company

If you have any questions or concerns, or just need clarification on items within this response, please do not hesitate to call me.

Sincerely,



Manny Lopez - Business Development Account Executive
Manny.Lopez@TheScanningCompany.com
909-279-0353

Statement of Work

Description of Work to Be Performed (Services)

TSC will provide fully trained and qualified document imaging personnel that will disassemble the documents provided by Bell Canyon Community Services District, scan the records, and then hold the records at the secure TSC facility at no charge for up to 60 days. See terms and agreements for alternative file handling options. TSC will QC the scanned images and associate the appropriate metadata with the scanned image (as defined by this SOW). The QC process will include page verification and the image has been scanned to the best available quality of the original document. Defective images and invalid metadata found during quality control, if any, will be corrected by TSC.

1. Client Contact Information:

Walter Kelly
(805) 874-2121

gm@bellcanyoncsd.ca.gov

Bell Canyon Community Services District
30 Hackamore Lane, Suite #2b
Bell Canyon CA 91307

2. Vital Statistics - Total Approximate Mixed size paper –

2.1. **Estimated 25 Standard Size Boxes 15" .**

2.1.1 8 lateral drawers measuring 42" per drawer.

2.2. **Estimated 2,700 Images in Each Box.**

2.3. **Estimated 67,500 Total Images.**

3. Secure Document Transportation

3.1 TSC will collect documents for conversion from Client at 30 Hackamore Lane, Suite #2b, Bell Canyon CA 91307. TSC uses only TSC personnel for document transportation. Client will have files boxed in standard 12" x 15" document storage boxes prior to pick up. TSC can supply boxes and boxing services as an optional service.

4. Document Condition & Preparation

4.1. The general condition of your documents to be imaged is defined as follows:

4.1.1. Level 1&2 as defined below.

4.1.2. Documents will be within files or file folders, some loose papers.

4.1.3. Any spiral or fixed binding will be removed during prep.

4.1.4. Bands, staples, paper clips and binder clips may be present.

4.1.5. Pamphlets or bound items will be cut at the spine. Excessive amounts of bound items will be brought to the Client's attention for authorization and additional charges may apply.

4.2. **Level 1 Document Condition**-- Documents in groups of at least 30 consecutive pages or the same size paper and can be automatically fed. Each group may be separated by a single band, staple, clip, index tab, post-it, and slip sheet or placed in a file folder or red well.

4.3. **Level 2 Document Condition** -- Documents in groups of 1-30 consecutive pages, which can be automatically fed. Each group may be separated by a single band, staple, clip, index tab, post-it, and slip sheet or placed in a file folder or red well. Computer forms in good condition. Removal from ACCO fasteners needed, minimal taping, different sized documents.

4.4. **Level 3 Document Condition** – Though unlikely, some documents may require additional attention due to damage, ultra-light/dark information, or odd sizes. These documents will be treated with extra care at an hourly rate. All level 3 document work will require pre-approval from Bell Canyon Community Services District prior to start of imaging.

5. **Document Re-Assembly**
 - 5.1. Documents will not be reassembled or refoldered.
6. **Document Scanning**
 - 6.1. All paper images will be scanned.
 - 6.2. All other media (i.e. VHS, 16mm film, discs, CDs, etc.) will be removed and returned.
 - 6.3. Physical folders will not be scanned
 - 6.4. Images will be scanned at a resolution of 300 DPI.
 - 6.5. Images will be scanned in Color.
 - 6.6. Images will be scanned into one multi-page PDF file per folder.
 - 6.7. Any sealed envelopes will be opened and scanned unless otherwise directed.
7. **Document Indexing and File Type**
 - 7.1. Indexing for Paper: By Folder Title
 - 7.2. File name sample: FolderTitle.PDF
 - 7.3. File type – PDF, File Name – ALLCAPS.PDF, Punctuation (Dashes, Commas, etc.) will be skipped.
 - 7.4. Any loose paper not within a file will be added to an “Miscellaneous Documents” folder.
 - 7.5. Any empty folders will contain a digital image indicating “Empty Folder”.
 - 7.6. Indexing information will be readily found on the Folder or on the First Page within the folder.
8. **Document Destruction, Return, or Storage**
 - 8.1. Upon completion of the document conversion process, TSC will hold documents for 60 days at no additional charge.
 - 8.2. After 60 days, all physical files will be destroyed utilizing NAID-Certified destruction and all digital data will be deleted from TSC’s servers.
9. **Quality Control and Rush Pull Requests**
 - 9.1. TSC’s enhanced quality control - TSC follows all generally accepted standards for quality control in this industry. TSC will perform a visual inspection of all documents scanned to ensure the readability and to provide the best possible reproduction of the original hardcopy. Any images that do not meet our quality standards will be rescanned or reprocessed free of charge.
 - 9.2. Rush Pull Requests – TSC’s service level agreement (SLA) for any files needed during the conversion process is 8 business hours. TSC will make every effort to digitally return any file requested much sooner. During the scanning process, Rush Pulls (five (5) or less per month) are provided free of additional charge if Client provides box number and file name for retrieval. Additional charges may apply to jobs exceeding more than five (5) pulls per Month or requiring extensive searches through Client materials (See Exhibit A).
10. **Deliverables – Images and Indices and Reporting**
 - 10.1. TSC will deliver images via FilesAnywhere.com.
 - 10.2. Alternative delivery methods, such Secure FTP/HDD/USB Flash Drive are available upon request. Charges may apply for any physical media deliveries.
 - 10.3. Estimated Completion: 30-90 days from pickup date per batch.
 - 10.3.1 TSC will coordinate with client on specific timeframes for each batch.

Exhibit A:

All levels of document conversion pricing will include capture of documents, image enhancement, de-skew, de-speckle, border removal, image quality control, any necessary re-scans, as well as formatting for Bell Canyon Community Services District's internal required format. All pricing is effective for 30 days. The quoted total image count reflects an estimation of the total project size. Bell Canyon Community Services District will only be billed on actual image count statistics post-imaging. Pricing and volume discounts are based on certain assumptions derived from information and volume estimates received from client. If TSC was unable to perform a sample test, prices are subject to change prior to start of job and after customer consent.

Conversion Pricing	Pricing	Rate	Extended
Project Management	Per Project	Included	Included
Document Preparation	Per Hour	Included	Included
Quality Control – TSC Enhanced Standards	Per Hour	Included	Included
Document Scanning (Up to 11" x 17")	Per Image	\$ 0.0481	-
Large Format (Flat/Rolled) Scanning (Over 11 x 17)	Per Image	\$ 1.00	-
Large Format (Folded) Scanning (Over 11 x 17)	Per Image	\$ 1.25	-
Document Indexing / Data Entry (Up to 25 Characters)	Per Image	Included	Included
OCR (Optical Character Recognition) for full text searchable PDFs	Per Image	Included	Included
Secure NAID-Certified Document Destruction (Shred)	Per CF.	Included	Included
Secure Document Transport (Bell Canyon CA 91307)	Per Trip	\$ 300.00	-
Secure FilesAnywhere.com Delivery	Per Account	Included	Included
Optional Services	Pricing	Rate	Extended
Section-Level Indexing	Per Image	\$ 0.01	Optional
Document-Level Indexing	Per Image	\$ 0.03	Optional
TSC-supplied boxes and boxing labor	Per Box	\$ 9.00	Optional
Level-1 Document Re-Assembly (Files back in Folders)	Per Image	\$ 0.01	Optional
Level-2 Document Re-Assembly (Full re-assembly)	Per Image	\$ 0.03	Optional
Extended Document Storage	Per Mo/C.F	\$ 0.96	Optional

Estimated Project Totals:

Estimated Scanning (25 Boxes)	\$	3,600.00
Estimated Scanning (50 Boxes)	\$	6,800.00
Estimated Scanning (100 Boxes)	\$	13,300.00

TSC: Security Overview

State-Of-The-Art Conversion Facilities:

For imaging completed at our facility, TSC can handle all conversion project requirements utilizing two of the most powerful and secure document imaging facilities in the country, located in Diamond Bar, California, and Centennial, Colorado. These facilities are specifically designed and built to create an efficient workflow for media conversion to a digital format in an ultra-secure environment.

The Scanning Company, LLC (TSC) recognizes the importance of securing our customers' documents and data. TSC has implemented a multilayered approach to provide the best possible security against unauthorized access as well as damage, theft, and other physical threats. Key highlights of our state-of-the-art facilities include:

- **Surveillance and Monitoring:** All access points, document storage, and processing areas are monitored 24/7 via HD surveillance systems.
- **Alarm Systems:** The entire facility is monitored by advanced alarm systems with emergency responders.
- **Access Control:** RFID card access controls all access points. Production areas are physically separated with independent RFID card access.
- **Visitor Management:** Non-authorized personnel must check in with an in-house developed check-in system, including verification of driver's license or other identification.
- **Network Security:** Our network is encrypted, both at rest and in transit, with DDOS attack prevention and advanced firewall penetration security.
- **Data Center Security:** The data center is secured separately with restricted access, located in an interior area of our facility. All data capture and processing occurs on our client's server-based network with advanced security. TSC requires all users to log into its network using unique user accounts. All access and processes are monitored and logged.

Personnel Security: Background Checks and CJIS Program

TSC, LLC is an active participant in the CJIS Vendor Management Program and does not utilize any subcontractors for conversion services. We maintain strict personnel screening and security clearances for all employees involved with conversion projects. Our background investigation steps include:

- **Criminal Records Check:** Conducted through local agencies (city, county, state) where the employee has resided and worked for the past five years.
- **Employment Verification:** Identifies reasons for termination or resignation from prior positions during the five years prior to employment under the contract.
- **Drug-Screening Test Results:** Tests for prohibited drugs must be performed by a laboratory certified by the U.S. Department of Health and Human Services.
- **Verification of U.S. Citizenship or Legal Work Status:** Proof includes a certified copy of a birth certificate, passport, or permanent resident card/work visa.
- **Education Verification:** Verification of the highest level achieved within the past five years or the highest degree obtained for each employee.

TSC will not utilize any person to perform work under the contract who:

- Tested positive for prohibited drugs without authorization by a legal prescription or other exemption.
- Has been convicted of any criminal violation within the past five years or is currently on parole, probation, or under deferred adjudication for such violations.
- Has pending felony criminal charges, active warrants, or is involved in sex crimes.

Due to TSC substantial work performed with government agencies such as The United States Postal Service, The United States Marine Corps, The Department of Justice, and The Department of Interior. TSC maintains strict personnel screening and 85-P security clearances for every employee involved with these conversions.



Workflow:

TSC implements a 6-phase process to convert client documents, each phase assigned to highly trained professionals:

Phase 1: Secure Pickup and Transportation

Prior to the pickup, the Client will be notified of the scheduled date and time for document collection. All documents will be collected from the Client's premises by TSC personnel or approved couriers. Alternatively, with Client approval, documents may be shipped using a reputable third-party shipping service with tracking capabilities. The Client and TSC will agree on the shipping service to be used. All shipments will require tracking numbers to ensure the documents' secure transit and prompt delivery.

Phase 2: Custom Inventory and Tracking

Upon the arrival of all documents, TSC will log each box into a custom-developed tracking system utilized throughout the course of the conversion project. Each box will receive a unique identification number. At any moment, TSC can quickly identify where each box is located within the facility, in case of the need for a rush pull, or to track the conversion progress.

Phase 3: Document Scan and Conversion

TSC employs advanced document scanning technology to meet client-specific requirements efficiently. We offer flexible scanning options tailored to each project's needs, including customizable DPI settings and color preferences (grayscale, bitonal, or full color). Quality control processes ensure all scanned documents meet high standards for clarity and accuracy.

Phase 4: Document Breaking and Indexing

TSC organizes documents according to client-provided taxonomy and indexing specifications.

Phase 5: Final Export and Quality Control

TSC excels in delivering scanned images in formats tailored to client preferences, such as TIFF or PDF. Our expertise extends to custom exports for seamless integration into various document management systems like OpenText, PaperVision®, and ImageSilo®. Additionally, we offer optional Optical Character Recognition (OCR) to create text-searchable PDF documents.

Quality assurance is paramount at TSC. We adhere strictly to International Organization for Standardization (ISO) standards, including ISO 32000-1:2008 and ISO 9660:1999, throughout the scanning, storage, and retrieval processes. Any images not meeting our rigorous quality criteria undergo rescanning or processing until they meet our stringent standards. We maintain transparent communication with clients, promptly reporting and resolving any issues to ensure complete satisfaction with the final deliverables.

Phase 6: Delivery

TSC offers a range of flexible delivery options to suit our clients' preferences. Our preferred method for delivering digital media, providing secure access to scanned documents via an encrypted online fileshare system. Optionally via Secure FTP for enhanced security during transmission. via DVD, encrypted HDD, flash drive, or any other physical media as requested by the client.

We prioritize client convenience and security in delivering the final scanned documents. Clients can choose the delivery method that best meets their operational needs and security requirements. All physical documents will be returned to Client by TSC unless Client chooses to securely-destroy, or long-term store boxes with TSC.