

BELL CANYON COMMUNITY SERVICES DISTRICT  
30 HACKAMORE LANE  
BELL CANYON, CALIFORNIA 91307

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**SPECIAL MEETING**  
OF THE BOARD OF DIRECTORS  
DATE/TIME:

September 30, 2024 at 7:00 p.m.

LOCATION: Bell Canyon Community Center

ALSO VIA ZOOM for the Public:

General Manager is inviting you to a scheduled Zoom meeting.

Topic: Special Meeting  
Time: Sep 30, 2024 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting  
<https://zoom.us/j/92452404634?pwd=LqTwZpfuw89RdbkgeRkkJhEVAqti2Q.1>

Meeting ID: 924 5240 4634  
Passcode: 617246

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One tap mobile  
+16694449171,,92452404634#,,,,\*617246# US  
+16699009128,,92452404634#,,,,\*617246# US (San Jose)

Dial by your location  
• +1 669 444 9171 US

Meeting ID: 924 5240 4634  
Passcode: 617246

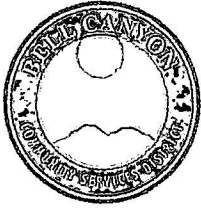
AGENDA

In accordance with Government Code Section 54954, notice is hereby given that the Board of Directors of the Bell Canyon Community Services District will hold a special meeting at 7:00 PM on Monday, September 30, 2024, at 30 Hackamore Lane, Bell Canyon, California in the Community Center to consider those items set forth in the following agenda, except in accordance with Government Code Section 54954.2[b]. The Board reserves the right to modify the order in which items are heard.

The District welcomes any member of the public to attend the meeting. Any non-resident who wishes to attend in-person can, upon their arrival at the front gate, inform gate personnel of their attendance at the District's meeting. No pre-registration is required.

**Agenda Materials**

The complete agenda for this meeting is available at <https://bellcanyoncsd.ca.gov> and at the District Office, 30 HACKAMORE LANE, SUITE #2B, BELL CANYON, CA 91307. Any materials submitted to the legislative body after distribution of this agenda will be available for public inspection at the District Office and available on the web site. Requests for agenda materials or meeting participation assistance can also be made by email to [gm@bellcanyoncsd.ca.gov](mailto:gm@bellcanyoncsd.ca.gov).



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(ii)

Americans with Disabilities Act (ADA) Accommodations

In compliance with the ADA, any person with a disability who requires accommodation in order to participate in a meeting should contact the District Office at [gm@bellcanyoncsd.ca.gov](mailto:gm@bellcanyoncsd.ca.gov) to request accommodation. The District will use its best efforts to provide reasonable accommodations related to the meeting.

Per Government Code Section 54954.3, every agenda for a special meeting of the Board of Directors shall provide an opportunity for members of the public to directly address the legislative body on any item listed on this agenda, provided that no action shall be taken on any item not appearing on the agenda unless that action is otherwise governed by Government Code Section 54954.2[b]. Public forum will be conducted as the first item of business.

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **A moment of silence for the victims of Hurricane Helene.**
4. **Teleconferencing Notice.** Peter Machuga will be participating in the special BCCSD board meeting scheduled for September 30, 2024 at 7pm PST via teleconference, per the Brown Act section 54953, from 2323 Edinboro Road, GH34, Erie, Pennsylvania 16509.
5. **Public comments on Agenda Items.**
  - SUV log
  - CC log
  - Meeting minutes
  - August Financial report
  - FY 24/25 budget modifications
  - GM Working Limit Modifications
  - Legal Expenses
  - GM notification of board use of legal counsel and approval of legal expenses
  - CHP update
  - Recreation activities
  - Data security review
  - Prop 68 Park Capital improvement funds
  - Director updates (optional)
  - Closed Session
6. **Open Forum/Comments.** In accordance with Government Code Section 54954.3, every agenda for a special meeting of the Board of Directors shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless that action is otherwise governed by Government Code Section 54954.2[b].
7. **Rules of behavior due to hybrid nature of meeting using Zoom along with a live audience.**

For any person to speak, they must be recognized by the Presiding Officer and passed the microphone so they can be heard on Zoom. ZOOM attendees will raise their hand on Zoom to request recognition. Zoom attendees will be unmuted on Zoom when recognized. Members of the public in the audience must come to the podium to speak. You will be notified when it is time to come to the podium. All public speakers will be allotted a maximum of 3 minutes. We will recognize Zoom attendees first.



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**8. BUSINESS ITEMS**

8A. SUV Log. Receive and file. See agenda packet. <sup>(1)</sup>

8B. Credit card log. Receive and file. See agenda packet. <sup>(2)</sup>

8C. Approval of Minutes. 8/26/24 <sup>(4)</sup>

8D. August Financial Report. Receive and file. See agenda packet. <sup>(8)</sup>

8E. FY 24/25 budget Modifications. Discussions and motions as needed. See agenda packet. <sup>(13)</sup>

8F. GM working limit modifications and resolution. Discussion and motion as needed. <sup>(14)</sup>

8G. Legal Expenses. Discussion and motion as needed.

8H. Discussion and action to implement a policy that would require GM to be made aware in advance of any board members need to contact the CSD attorneys, except in personnel matters, and further require the GM to approve all legal expenses prior to payment. Note: GM does not have authority to expend or commit legal funds more than the budgeted amount.

8I. CHP update. Discussion of 1980 HOA Resolution to Ventura County. Discussion of CHP Contract. Discussion and motion as needed. See agenda packet. <sup>(26)</sup>

8J. Recreation activities. Discussion and motion as needed.  
 Movie Night: Location, amenities and staffing  
 Food Truck Rally: Location, selection, organization, amenities

8K. Review data security. Discussion and motion as needed. Review wireless connections and passwords for all modems or devices in CSD office, including the ceiling mounted camera. Discussion and action regarding security for CSD computer. <sup>(49)</sup>

8L. Review parking lease for Bell Canyon Volunteer Wildland Fire Department. Discussion and motion as needed. See agenda packet.

8M. Prop 68 Park Capital improvement funds. Discussion of assigning those funds to Ventura County, specifically for the Capital Improvement of Oak Park Park. Discussion and motion as needed.

8N. Director updates. Optional updates from individual directors.

**9. CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Gov. Code Section 54956.9(d)(1))

Name of Case: Bell Canyon Community Services District v. Bell Canyon Community Center, Inc. (VCSC No. 024CUBC025001)

**10. NEXT MEETING**

The next Regular meeting is on Monday, October 28, 2024, at 7 PM.

**11. ADJOURNMENT**

# VEHICLE LOG BOOK

Name: \_\_\_\_\_

Employee No: \_\_\_\_\_

Log for the month of \_\_\_\_\_

Vehicle Type: \_\_\_\_\_

Vehicle Registration: \_\_\_\_\_

Date the Journey Began	Journey Ended	Odometer Reading Start	Odometer Reading Finish	Travelled	Purpose of the Journey	Date of Entry	Name of the Driver	Name of person making entry	Signature of person making entry
7/21/24		1772	35		TRANSK PH-TLOC				
7/31/24		772	55			09-1	GAST		
8/17/24		TINS	MONT						
8/24		11	11						
8/28		11	11						
8/28		778	51						
8/28		11	11						
8/28		773	72						
9/1/24		773	94						
9/1/24		773	94						

AUTHORISED BY: Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_







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**MINUTES OF BELL CANYON CSD REGULAR MEETING ON August 26, 2024:**

In accordance with Government Code Section 54954, Notice is hereby given that the Board of Directors of the Bell Canyon Community Services District held a Regular meeting at 7:00 PM on August 26, 2024, to consider those items set forth in the posted agenda, except in accordance with Government Code Section 54954.2(b). Please note that the Board reserved the right to modify the order (listed in the agenda) in which items were heard.

**1. Call to Order and Roll Call:** The meeting commenced at 7:05 PM. Directors present were Judy Lantz, Richard Levy, Michael Robkin (President) and Peter Machuga. Also present were Walter Kelly, General Manager, and Pam Lee, District Counsel attended via Zoom. Eric Wolf was absent.

**2. The Pledge of Allegiance**

**3. A moment of silence was observed in memory of the victims of terror in Israel, Ukraine and elsewhere.**

**4. M. Robkin reviewed the rules of behavior due to hybrid nature of meeting using Zoom along with a live audience.**

**5. Public Comments on Agenda Items.**

- Comments on necessity of SUV, upkeep of SUV and proper mileage being recorded
- 3/25/24 minutes
  - Comments that CSD lease of 2A is disputed and should be settled with HOA.
- Olga Damascus commented that CSD should not have movie night or a food truck rally without a Rec Coordinator. Believes the 2023 budget is inadequate, CHP contract is invalid and would like the status of legal bills to be posted online.
- Comments on categorization of legal bills, transparency of legal bills and approval process of legal bills.
- Comments regarding CHP authority to police Bell Canyon roads.



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**6. Public Comments in Open Forum.**

- Comments on appropriation of funds from 2015-2023

**7. Motion to Suspend use of SUV**

P. Machuga moved to suspend use of the SUV until mileage is properly documented in the log and is legible. J. Lantz seconded. The motion failed as follows:

Ayes: J. Lantz, P. Machuga

Noes: M. Robkin, R. Levy

Abstain:

Absent: E. Wolf

**8. SUV log – file and receive**

M. Robkin moved to file and receive SUV log. R. Levy seconded. The motion failed as follows:

Ayes: P. Machuga, J. Lantz

Noes: R. Levy, M. Robkin

Abstain:

Absent: E. Wolf

**9. Credit Card log – file and receive**

M. Robkin moved that the credit card log be filed and received. R. Levy seconded. The motion passed as follows:

Ayes: J. Lantz, P. Machuga, R. Levy, M. Robkin,

Noes:

Abstain:

Absent: E. Wolf

**10. Approval of Minutes. 3/25/24, 4/9/24, 6/3/24, 6/24/24  
7/10/24, 7/12/24, 7/22/24, 8/12/24**

M. Robkin moved to accept all minutes with the exception of 6/24/24 that will remove any opinion or editorial content. R. Levy seconded. The motion passed as follows:





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Ayes: J. Lantz, P. Machuga, R. Levy, M. Robkin,  
Noes:  
Abstain:  
Absent: E. Wolf

**11. Continuing budget resolution.**

M. Robkin moved to pass continuing budget resolution. Seconded by R. Levy. Discussion that BCCSD has been operating in current FY without a new budget, however, BCCSD has been attempting, in good faith, to pass a budget. Paying BCCSD bills is not in violation of not having a current budget.

Motion failed as follows:  
Ayes: M. Robkin, R. Levy  
Noes: P. Machuga, J. Lantz  
Abstain:  
Absent: E. Wolf

**12. Schedule Special Meeting for FY2024-25 Budget.**

M. Robkin moved to schedule a budget hearing on September 16, 2024 and post public notice.

Discussion regarding size of legal budget and legal requirement to be compliant with state laws.

Motion passed as follows:  
Ayes: P. Machuga, J. Lantz, R. Levy, M. Robkin  
Noes:  
Abstain:  
Absent: E. Wolf

**13. Discussion – GM acting as Park & Recreation Coordinator**

District Counsel states that CSD may hold events as long as under authority and control of GM or Park & Recreation coordinator. BCCSD may hold events on HOA property as long as it is an arms-length transaction (pay rent).



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**14. Director updates.**

P. Machuga commented that any board member may ask GM to put any item on board meeting agenda. Additionally, P. Machuga would like all legal bills to be sent directly to GM.

**15. Closed Session**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Govt. § 54956.9(d)(1))

Name of Case: Bell Canyon Community Services District v. Bell Canyon Community Center, Inc. (VCSC No. 024CUBC025001)

Closed Session started at 9:34 PM

No reportable Action.

**16. Next Meeting**

The next special meeting is Monday, September 16, 2024, at 7:00 PM

**17. Adjournment**

The meeting was adjourned at 10:23 PM



**Bell Canyon Community Services District**  
**Profit & Loss**  
August 2024

3:22 PM  
09/19/24  
Accrual Basis

	<u>Aug 24</u>
Ordinary Income/Expense	
Income	
30200 . Interest Income	3,204.67
Total Income	<u>3,204.67</u>
Expense	
40003 . Outside Service/Consultants	450.00
40005 . Accounting	825.00
40006 . Insurance	485.00
40007 . Membership Dues/Subscriptions	489.90
40009 . Miscellaneous	39.00
40014 . Commerical Trash Removal	44,778.04
40017 . Restroom Maintenance	385.07
40500 . Office Supplies	210.66
40507 . Bank Service Charges	440.00
40508 . Rent Expense	550.00
41000 . Publicity	237.98
42700 . Traffic Enforcement	949.37
44999 . GROSS WAGES	
45000 . Wages-General Manager	4,620.00
Total 44999 . GROSS WAGES	<u>4,620.00</u>
45005 . Payroll Tax Expense	353.43
Total Expense	<u>54,813.45</u>
Net Ordinary Income	<u>-51,608.78</u>
Net Income	<u><u>-51,608.78</u></u>

# Bell Canyon Community Services District Balance Sheet As of August 31, 2024

3:22 PM  
09/19/24  
Accrual Basis

	<u>Aug 31, 24</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
10820 · Wells Fargo Checking #7543	-50,986.59
10820-1 · Wells Fargo Sweep #7543	414,659.82
10825 · US Bank #3834 WAS Union Bank	647,272.94
10851 · Wells Fargo #6605 Brokerage	540,270.62
10863 · California Class #0001	262,616.81
10862 · Petty Cash	0.56
<b>Total Checking/Savings</b>	<u>1,813,834.16</u>
<b>Total Current Assets</b>	1,813,834.16
<b>Other Assets</b>	
16000 · Equipment	44,781.10
16005 · Land	21,406.42
16500 · Accumulated Depreciation	-25,617.33
18400 · Prepaid Insurance	8,695.45
<b>Total Other Assets</b>	<u>49,265.64</u>
<b>TOTAL ASSETS</b>	<u><u>1,863,099.80</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Credit Cards	
Wells Fargo VISA-McHugh#3694/409	894.56
<b>Total Credit Cards</b>	<u>894.56</u>
Other Current Liabilities	
2100 · Payroll Liabilities	1,010.00
<b>Total Other Current Liabilities</b>	<u>1,010.00</u>
<b>Total Current Liabilities</b>	<u>1,904.56</u>
<b>Total Liabilities</b>	1,904.56
<b>Equity</b>	
3000 · Opening Bal Equity	905,661.76
3901 · Retained Earnings	1,051,535.50
Net Income	-96,002.02
<b>Total Equity</b>	<u>1,861,195.24</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,863,099.80</u></u>

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# Bell Canyon Community Services District Profit & Loss Budget Performance August 2024

Accrual Basis	Aug 24	Budget	Jul - Aug 24	YTD Budget	Annual Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>				0.00	740,356.00
30100 - PropertyTax Revenue	0.00	0.00	0.00	0.00	40,000.00
30200 - Interest Income	3,204.67	3,333.33	6,598.30	6,666.66	0.00
30300 - Income - Other	0.00	0.00	0.00	0.00	0.00
30509 - Income - Events	0.00	0.00	0.00	0.00	0.00
<b>Total Income</b>	<u>3,204.67</u>	<u>3,333.33</u>	<u>6,598.30</u>	<u>6,666.66</u>	<u>780,356.00</u>
<b>Expense</b>				4,166.66	25,000.00
40018 - Latent Power Application	0.00	2,083.33	0.00	166.66	1,000.00
40019 - Graffiti Abatement Services	0.00	83.33	0.00	400.00	2,400.00
40020 - Security Services	0.00	200.00	0.00	0.00	0.00
40001 - Contract Services	0.00	0.00	0.00	0.00	3,000.00
40002 - Cost of Elections	0.00	0.00	0.00	0.00	6,000.00
40003 - Outside Service/Consultants	450.00	500.00	450.00	1,000.00	175,000.00
40004 - Legal	0.00	14,583.33	0.00	29,166.66	18,470.00
40005-1 - Annual Certified Audit	0.00	0.00	0.00	0.00	13,000.00
40005 - Accounting	825.00	1,083.33	825.00	2,166.66	8,000.00
40006 - Insurance	9,180.45	0.00	9,180.45	8,000.00	4,365.00
40007 - Membership Dues/Subscriptions	489.90	363.75	669.90	727.50	500.00
40009 - Miscellaneous	39.00	41.67	39.00	83.34	9,500.00
40011 - County Admin. Fees	0.00	791.67	0.00	1,583.34	450.00
40012 - LAFCO Fee	0.00	0.00	481.00	450.00	450.00
40014 - Commerical Trash Removal	44,778.04	44,805.75	89,611.87	89,611.50	537,669.00
40016 - CSD Vehicle Expenses	0.00	182.50	113.91	365.00	2,190.00
40017 - Restroom Maintenance	385.07	400.00	770.14	800.00	4,800.00
40500 - Office Supplies	210.66	141.67	344.14	283.34	1,700.00
40501 - Phone/Internet	0.00	50.00	0.00	100.00	600.00
40505 - Printing	0.00	250.00	0.00	500.00	3,000.00
40507 - Bank Service Charges	440.00	441.67	922.42	883.34	5,300.00
40508 - Rent Expense	550.00	550.00	1,240.00	1,100.00	6,600.00
405091 - Clean Up Events	0.00	0.00	0.00	0.00	4,000.00
40510-1 - Meetings	0.00	41.67	0.00	83.34	500.00
40511 - Recreational Activities	0.00	625.00	0.00	1,250.00	7,500.00
41000 - Publicity	237.98	0.00	725.14	0.00	0.00
41002 - Postage	0.00	166.67	0.00	333.34	2,000.00
42700 - Traffic Enforcement	949.37	5,333.33	949.37	10,666.66	64,000.00
44999 - GROSS WAGES					46,800.00
45000 - Wages-General Manager	4,620.00	3,900.00	4,620.00	7,800.00	0.00
45001 - Wages-Management Analyst	0.00	0.00	0.00	0.00	0.00
45002 - Rec Coordinator	0.00	1,300.00	0.00	2,600.00	15,600.00
<b>Total 44999 - GROSS WAGES</b>	<u>4,620.00</u>	<u>5,200.00</u>	<u>4,620.00</u>	<u>10,400.00</u>	<u>62,400.00</u>
45005 - Payroll Tax Expense	353.43	520.00	353.43	1,040.00	6,240.00
<b>Total Expense</b>	<u>63,508.90</u>	<u>78,438.67</u>	<u>111,295.77</u>	<u>165,327.34</u>	<u>975,184.00</u>
<b>Net Ordinary Income</b>	<u>-60,304.23</u>	<u>-75,105.34</u>	<u>-104,697.47</u>	<u>-158,660.68</u>	<u>-194,828.00</u>
<b>Net Income</b>	<u><u>-60,304.23</u></u>	<u><u>-75,105.34</u></u>	<u><u>-104,697.47</u></u>	<u><u>-158,660.68</u></u>	<u><u>-194,828.00</u></u>

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9/20/2024

**BELL CANYON COMMUNITY SERVICES DISTRICT**

**TREASURER'S REPORT**

**AUGUST 31, 2024**

**CASH ON HAND @ JULY 31, 2024**

Wells Fargo Checking #7543			-\$3,223
Wells Fargo Sweep #7543			\$424,888
US Bank #3834 (was Union Bank)			\$647,273
Wells Fargo #6605 Brokerage			\$540,269
California Class #0001			\$261,420
US Bank CD #7003			\$0

**TOTAL CASH ON HAND @ JULY 31, 2024** **\$1,870,627**

**INCOME: AUGUST 2024**

PROPERTY TAX REVENUE			0
INTEREST EARNED			3,205
INCOME - EVENTS			
INCOME - OTHER			

**TOTAL INCOME - AUGUST 2024** **\$3,205**

**BILLS PAID: AUGUST**

COUNTY ADMIN FEES			0
ALESHIRE & WYNDER LLP			-3,712
BARBARA HOLOWATY			-1,275
BCCC			-550
GREG MCHUGH - PAYROLL			-3,963
SPECIAL DISTRICT RISK MGMT AUTHORITY			-8,696
STREAMLINE			-180
UNITED SITE SERVICE			-385
VENTURA SPECIAL DISTRICT ASSOC			-150
VENTURA COUNTY START			-238
WASTE MANAGEMENT			-44,778
WELLS FARGO #9409			-524
WORLDS GREATEST PROMO STUFF			-949
IRS - PAYROLL TAX DEPOSIT			-333

ACCRUED PROP TAX REC 'D AUG FOR JUNE 2024 6,175

BANK CHARGES -\$440

**TOTAL BILLS PAID - AUGUST 2024** **-\$59,998**

**TOTAL CASH ON HAND @ AUGUST 31, 2024** **\$1,813,834**

Prepared By: Barbara Holowaty, Bookkeeper

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9/29/2024

BELL CANYON COMMUNITY SERVICES DISTRICT									
TYPE	INSTITUTION	MATURITY	AMOUNT	CURRENT MARKET VALUE	INTEREST RATE				
Checking Account	Wells Fargo #7543	N/A	\$ (50,986.59)	\$ (50,986.59)	0.00				
Investment Sweep	Wells Fargo #7543	N/A	\$ 414,659.82	\$ 414,659.82	4.95				
Checking	US Bank #3834 -was Union Bank	N/A	\$ 647,272.94	\$ 647,272.94	0.00				
Investment	Wells Fargo #6605	11/30/2023	\$ 540,270.62	\$ 540,270.62	4.940				
Investment	California Class #0001		\$ 262,616.81	\$ 262,616.81	5.5				
Investment	US Bank CD #7003	April 6, 2024	\$ -	\$ -	3.30				
Petty Cash			\$ 0.56	\$ 0.56					
			\$ 1,813,834.16	\$ 1,813,834.16					

**Bell Canyon Community Services District Approved  
FY24-25 Budget  
September 2024**

		FY 23-24 budget (\$)	Amended budget approved 9-16-24	Approved FY 24-25 Budget (\$)	
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
	30100 • Property Tax Revenue	725,839	740,356	2% Increase	
	30200 • Interest Income	42,000	40,000		
	30300 • Income - Other	336	0		
	30509 • Income - Events	3,800	0		
	<b>Total Income</b>	<b>771,975</b>	<b>780,356</b>		
<b>Expense</b>					
	40018 • Latent Power Application	0	25,000		
	40019 • Graffiti Abatement Services	0	1,000		
	40020 • Security Services	1,700	2,400		
	40001 • Contract Services	0	0		
	40002 • Cost of Elections	0	3,000		
	40003 • Outside Service/Consultants	5,840	6,000		
	40004 • Legal	175,000	25,000		
	40005-1 • Annual Certified Audit	18,470	18,470		
	40005 • Accounting	13,000	13,000		
	40006 • Insurance	8,000	8,000		
	40007 • Membership Dues/Subscriptions	4,365	4,365		
	40009 • Miscellaneous	500	500		
	40011 • County Admin. Fees	9,437	9,500		
	40012 • LAFCO Fee	450	450		
	40014 • Commerical Trash Removal	506,000	537,669	Home count went from 719 to 764	
	40016 • CSD Vehicle Expenses	2,190	2,190		
	40017 • Restroom Maintenance	12,000	4,800		
	40500 • Office Supplies	1,700	1,700		
	40501 • Phone	0	600	New GM needs district cell phone	
	40505 • Printing	3,000	3,000		
	40507 • Bank Service Charges	5,300	5,300		
	40508 • Rent Expense	6,012	6,600		
	405091 • Clean Up Events	4,000	4,000		
	40510-1 • Meetings	500	500		
	40511 • Recreational Activities	40,400	7,500	Movies only	
	41000 • Publicity				
	41002 • Postage	2,000	2,000		
	42200 • Emergency Medical Services	0	0		
	42700 • Traffic Enforcement	27,000	64,000		
	44999 • GROSS WAGES				
	45000 • Wages-General Manager	25,870	46,800	\$50/hr at 15-30 Hrs/wk for 52 weeks	
	45001 • Wages-Management Analyst	0	0		
	45002 • Rec Coordinator	13,440	15,600	\$30/hr at 10 hours per week for 52 weeks	
	<b>Total 44999 • GROSS WAGES</b>	<b>39,310</b>	<b>62,400</b>		
	45005 • Payroll Tax Expense	3,706	6,240		
	<b>Total Expense</b>	<b>889,880</b>	<b>825,184</b>		
	<b>Net Ordinary Income</b>	<b>-117,905</b>	<b>-44,828</b>		
	<b>Net Income</b>	<b>-117,905</b>	<b>-44,828</b>		



**RESOLUTION No. 24-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BELL CANYON COMMUNITY SERVICES DISTRICT APPROVING THE ATTACHED GENERAL MANAGER EMPLOYMENT CONTRACT**

**WHEREAS**, the Board of Directors of the Bell Canyon Community Services District (“District”) approved an updated “General Manager” job classification and updated compensation schedule at its regular meeting on July 22, 2024; and

**WHEREAS**, the District Board of Directors hired Walter Kelly as the General Manager, at \$50 dollars per hour, to work between 10 – 30 hours per week (and not to exceed 30 hours per week), with additional duties related to recreation (as a recreation coordinator) not to exceed 10 hours per year; and

**WHEREAS**, the District Board of Directors desires to memorialize the employment relationship in an employment contract, and to authorize the General Manager to exceed the 30 hours per week maximum, with prior written consent of the President, who shall notify the District Board of Directors of said authorization.

**NOW, THEREFORE, BE IT RESOLVED the Board of Directors of the Bell Canyon Community Services District does hereby resolve as follows:**

1. The attached Employment Agreement between the District and the General Manager is hereby approved. The President is authorized to execute said Agreement on the District’s behalf.
2. This resolution shall be effective as of the date of its adoption, subject to any applicable requirements under the law.

**PASSED AND ADOPTED** on the 30th day of September 2024, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Michael Robkin, President

ATTEST:

\_\_\_\_\_  
Walter Kelly, General Manager/Secretary

I, Walter Kelly, 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.

**2024 EMPLOYMENT AGREEMENT BETWEEN  
BELL CANYON COMMUNITY SERVICES DISTRICT  
AND  
WALTER KELLY, GENERAL MANAGER**

This **2024 EMPLOYMENT AGREEMENT** is made effective the \_\_\_ day of \_\_\_\_\_ 2024, between **WALTER KELLY** (“General Manager”) and the **BELL CANYON COMMUNITY SERVICES DISTRICT** (“District”), a California public agency.

**RECITALS**

- A. In July 2024, The Board of Directors of the District advertised for the position of General Manager of the District and conducted interviews of prospective candidates.
- B. District desires to employ Walter Kelly as General Manager of District. General Manager desires to accept such employment in accordance with the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants set forth below, the parties agree as follows:

**AGREEMENT**

**SECTION 1. TERM OF EMPLOYMENT.**

The term of this Agreement shall be three (3) years, commencing on July 22, 2024 (“Effective Date”) and expiring on July 31, 2027. Thereafter, the term may be automatically extended on an annual basis. Notwithstanding the term set forth above, this Agreement may be terminated with or without cause as provided in Section 7 below.

Either General Manager or District may at any time request that the terms of this Agreement be renegotiated or amended, in which event the item shall be placed for closed session on the District Board of Directors (“Board”) agenda for this purpose. Nothing herein, however, shall be construed as requiring either party to ultimately agree to any amendments to this Agreement or to a new employment agreement.

**SECTION 2. DUTIES AND EMPLOYMENT STATUS.**

General Manager shall function as District’s General Manager. His duties shall include the responsibilities set forth in Exhibit “A” attached hereto, including the following: implementation of District policies and directives set by the Board; meeting performance goals, objectives and standards for General Manager set by the Board; supervision of District’s operations, programs, projects, financial affairs, personnel, and recreation coordination and activities; and such other duties as may be assigned to General Manager by the Board from time to time.

District employs General Manager on an "at-will" basis. General Manager expressly acknowledges and agrees that he is an exempt management employee for the purposes of the Fair Labor Standards Act (FLSA) and serves at the will and pleasure of the Board. General Manager understands that, subject only to the terms and conditions of this Agreement, his employment may be terminated with or without cause and with or without advance notice at any time. General Manager is free to terminate employment at any time as well, in accordance with the terms and conditions of this Agreement.

**SECTION 3. COMPENSATION.**

Effective as of July 22, 2024, District shall provide to General Manager compensation of **Fifty Dollars (\$50) per hour, up to and not to exceed One Thousand Five Hundred Dollars (\$1,500) per week**, subject to all applicable tax withholding and other authorized deductions. It is understood by the parties that the General Manager shall work on average 15 – 30 hours per week (and not to exceed 30 hours per week), depending on the needs of the District. The General Manager may exceed the 30-hour per week cap with prior written approval of the Board President, who will provide immediate written notification to the Board thereof.

In accordance with such review and its discretion, the Board may increase General Manager’s base salary as it may deem appropriate, based on the following considerations:

- a) The level of responsibility required by the position of General Manager;
- b) The cumulative experience of General Manager and his performance in carrying out his assigned duties; and
- c) Such other factors as the Board may then determine relevant or appropriate.

**SECTION 4. EMPLOYEE BENEFITS.**

A. Employee Benefits. Unless otherwise specified herein, throughout the term of this Agreement, General Manager shall be entitled to receive all benefits as required by state and federal law for all exempt, part-time public employees.

B. Sick Leave. General Manager shall accrue one hour of sick leave for every 30 hours worked, and the sick leave shall be up to 40 hours or five (5) days per calendar year, whichever is greater. Notwithstanding the foregoing, General Manager shall accrue 40 hours of sick leave by the 120<sup>th</sup> calendar day of employment. General Manager shall not accrue more than 80 hours or 10 days in any two-year period. Sick leave will not accrue during any period of General Manager's unpaid leave of absences to the extent permitted by law. General Manager may take paid sick leave for himself or a family member (which includes the employee’s parent, child, spouse, registered domestic partner, grandparent, grandchild, sibling or designated person), preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes in accordance with applicable State law.

Upon termination of General Manager’s employment hereunder for any reason other than retirement, General Manager shall be compensated for accrued but unused sick leave at the hourly rate upon termination.

## SECTION 5. HOURS OF WORK; CONFLICTS OF INTEREST.

General Manager has no set hours of work and is an exempt employee for the purposes of the Fair Labor Standards Act (FLSA). General Manager is expected to engage in the hours of work as are necessary to fulfill the obligations of the General Manager position.

## SECTION 6. PERFORMANCE EVALUATION.

The Board shall evaluate and review General Manager's job performance on at least an annual basis. It shall be General Manager's responsibility to annually place a performance evaluation session on the Board's agenda for a closed session. Evaluations of General Manager's performance, however, may occur at any time at the discretion of the Board. The Board may at any time establish performance goals, objectives, and standards for General Manager. Evaluations shall assess General Manager's achievement of such performance goals, objectives, and standards, and any other factors or criteria deemed relevant by the Board.

## SECTION 7. TERMINATION OF EMPLOYMENT.

A. Physical or Mental Impairment or Disability. The Board may in its discretion exercised in good faith, terminate this Agreement if General Manager is unable to perform the essential functions of General Manager's position due to a mental or physical impairment or disability or other health reasons, even with reasonable accommodation, provided that (i) such termination is permitted by law, (ii) General Manager's inability to perform the essential functions of his position has continued or is expected to continue for a period of six (6) months or more from commencement, and (iii) such inability and the expected duration thereof have been confirmed in writing by an independent health care provider who shall be qualified to render such opinions.

B. No Termination During 120-day period of Board Election or Change. General Manager's employment hereunder shall not be terminated without cause during the 120-day period following any District election for membership on the Board or during the 120-day period following any change in membership of the Board.

C. For-Cause Termination. The Board may in its discretion exercised in good faith terminate this Agreement for cause by giving written notice of termination to General Manager. The phrase "for cause" shall mean conduct whereby General Manager: (1) willfully breaches or habitually neglects the duties that he is required to perform under the terms of this Agreement; (2) inadequately performs his assigned duties as set forth in Section 2, fails to meet performance goals, objectives, or standards set by the Board, or otherwise is evaluated as unsatisfactory in the discretion of the Board pursuant to Section 6, provided that District has provided General Manager with written notice of such inadequate performance, failure, or unsatisfactory evaluation and has given General Manager a reasonable opportunity to correct same; (3) is convicted of a crime involving moral turpitude, whether misdemeanor or a felony; (4) commits acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude; (5) willfully fails to follow a lawful directive of the Board; (6) has repeated and protracted unexcused absences from General Manager's office or duties; or (7) engages in conduct deemed to be in violation of Government Code Section 1090, *et seq.*, as determined in the reasonable discretion of the Board, or by a court of law or any legal or administrative tribunal.

D. No-Cause Termination. This Agreement may be terminated by District in its sole discretion without cause at any time, and without hearing or opportunity to be heard, upon written notice thereof communicated to General Manager, subject to paragraph B of this Section 7. Likewise, General Manager may terminate this Agreement without cause at any time upon thirty (30) days' prior written notice to District.

**SECTION 9. INDEMNIFICATION.**

To the extent mandated by the California Government Code and other applicable provisions of law, District shall defend, hold harmless, and indemnify General Manager against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of General Manager's services under this Agreement. To the extent permitted by law, this section shall not apply to any intentional tort or crime committed by General Manager, to any action outside the course and scope of the services provided by General Manager under this Agreement, or any other intentional or malicious conduct or gross negligence of General Manager.

**SECTION 10. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.**

Upon termination of this Agreement, General Manager agrees to deliver to District all equipment, laptop computer, materials, documents, and other property belonging to District. General Manager also agrees to maintain the confidentiality of information related to District obtained during the term of his employment and thereafter, to the extent permitted by law.

**SECTION 11. NON-ASSIGNMENT.**

This is an agreement for employment of General Manager by District and may not be assigned by General Manager to any third party.

**SECTION 13. MODIFICATION.**

This Agreement may not be modified or amended in any way unless such modification or amendment is in writing and signed by General Manager and the chairperson of the Board.

**SECTION 14. ENTIRE AGREEMENT.**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of General Manager by District and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party. No representations or conduct on the part of any representative of the Board or District shall alter the at-will nature of General Manager's employment.

**SECTION 15. PARTIAL INVALIDITY.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**SECTION 16. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**SECTION 17. DEATH.**

If General Manager dies prior to the expiration of the term of his employment, any sums that may be due him (i.e., unpaid wages, accrued vacation time, etc.) by District under this Agreement as of the date of death shall be paid to General Manager's executors, administrators, heirs, personal representatives, successors and assigns.

**SECTION 19. ACKNOWLEDGMENT.**

General Manager acknowledges that he has carefully read this Agreement and understands its contents; that he has been given the opportunity to consult with an attorney of his choice regarding this Agreement; that he has had sufficient time to review this Agreement; that he is executing this Agreement knowingly and voluntarily, without any coercion or duress; and that he has not relied on any representations or promises of any kind made to him in connection with his decision to execute this Agreement, except for those set forth herein.

Executed at Bell Canyon, California, with an Effective Date as set forth above.

**Bell Canyon Community Services District**

**General Manager**

\_\_\_\_\_

\_\_\_\_\_

**Michael Robkin, President**

**Walter Kelly, Employee**

EXHIBIT "A"

GENERAL MANAGER JOB DESCRIPTION

[on follow pages]





**BELL CANYON COMMUNITY SERVICES DISTRICT**  
**30 HACKAMORE LANE**  
**BELL CANYON, CALIFORNIA 91307**

**GENERAL MANAGER/TREASURER/BOARD SECRETARY JOB DESCRIPTION**  
**(PART TIME)**

**Job Title:** General Manager/Treasurer/Board Secretary

**Prepared Date:** July 2024

**Reports To:** Board of Directors

**Approved by:**

**FLSA Status:** Exempt, Part-time 15-30 hours/week

**Approved Date:**

**Category:** Management

**Compensation:**\$40-\$55/hour

**JOB SUMMARY:**

Per Government Code Section 61051 the General Manager is responsible for:

- (a) The implementation of the policies established by the board of directors for the operation of the district.
- (b) The appointment, supervision, discipline, and dismissal of the district's employees, consistent with the employee relations system established by the board of directors.
- (c) The supervision of the district's facilities and services.
- (d) The supervision of the district's finances.

Per Government Code Section 61053(f) as District Treasurer, this position is responsible to make quarterly or more frequent written reports to the board of directors, as the board of directors shall determine, regarding the receipts and disbursements and balances in the accounts controlled by the District Treasurer. The District Treasurer shall sign the reports and file them. The District Treasurer is also responsible for a variety of required annual information and financial filings with the State of California. Finally, the District Treasurer is responsible to ensure that an annual audit is completed and results reported to the Board and published.

As Secretary to the Board, this position is responsible for managing the board meeting schedule under the direction of the President of the Board. They are also responsible for managing the agenda based on known needs and input from board members, and they are responsible for producing minutes from each board meeting and bringing them to subsequent board meetings for review and approval.

**REPRESENTATIVE DUTIES:** (Duties may include, but are not limited to, the following)

- Provides oversight and supervises all District operations, programs and activities.
- Directly supervises all District personnel.

- Coordinates and leads development of the annual budget for Board review and approval.
- Coordinates and leads development of annual goals and objectives for Board review and approval.
- Manages District resources and personnel to achieve those goals and objectives.
- Oversees all financial operations.
- Approves District bills and signs checks as required.
- Keeps the Board of Directors advised of District activities and laws, issues or problems that may affect District operations
- Reviews ongoing District programs annually and where possible, either implements performance improvements or proposes improvements for Board approval if required.
- Monitors and coordinates the Board's strategic plans and Staff's implementation plan, providing regular updates and annual review of progress.
- Prepares draft policies and/or ordinances for Board review and discussion.
- Develops and implements processes and procedures where needed, with Board approval if required.
- Represents the Board of Directors and the District in contacts with various federal, state and local government agencies, community groups and businesses, and other professional organizations.
- Serves as a member of Board Committees as directed by the Board.
- Serves as communications liaison maintaining the District's website and other social media, keeping information updated and provide timely posting of news events.
- Negotiates a variety of contracts and agreements on the District's behalf.
- Oversees all financial operations.
- Responds to and resolves difficult and sensitive resident inquiries and complaints.
- Supervises volunteers either directly or indirectly.

#### **MINIMUM QUALIFICATIONS REQUIRED:**

##### **Education and Experience:**

- One of the following:
  - Working knowledge of the principles, practices, and administration of District businesses and services, in order to perform highly complex and technical duties at a level generally acquired through completion of a Bachelor's degree in public or business administration or equivalent; and /or
  - Ten or more years of progressively complex and responsible related work experience to gain sufficient knowledge and familiarity with theories and principals for application to practical problems and solutions.

##### **Licenses and Certifications:**

Must possess a valid California State driver's license and maintain satisfactory motor vehicle record.

**Knowledge of:**

Principles and practices of organization and public administration, budget analysis and administration; Personnel management; both employees and volunteers; Principles of project management; Principles of supervision and management;

**Skills:**

- Modern office procedures, methods and computer equipment; typing, power point, and excel.
- Public speaking, small and large group presentations, ability to conduct workshops.
- Willingness to make decisions and ability to make good decisions with positive outcomes.
- Well-developed listening skills. Possesses the willingness to lead but the humility to listen.
- Adept using techniques and methods for planning, goal setting, and establishing objectives.
- Uses well-developed adaptive management techniques.
- Well-developed conceptualization skills seeing solutions when others see barriers.

**Ability To:**

- Plan, organize, and direct work
- Work effectively with Board of Directors, other utilities and governmental agencies, the public, and others contacted in the course of the work.
- Plan, establish, and implement programs, services, capital improvements, goals, objectives, policies and procedures.
- Monitor and control fiscal activities.
- Analyze complex management and operations problems, evaluate alternatives, identify solutions, and direct changes.
- Identify and respond to issues and concerns from the general public and the Board of Directors.
- Communicate effectively orally and in writing, including written reports and oral presentations.
- Establish and maintain cooperative and effective working relationships with those contacted in the course of the work.

**DESIRABLE QUALIFICATIONS:**

- Five years supervisory experience.
- Knowledgeable on California CSD Law (Gov. Code § 61000 *et seq.*)

- Familiarity with California LAFCo Law (Gov. Code § 56000 *et seq.*)
- Administrative and operations experience preferred.
- Master’s degree preferred.

**Knowledge of:**

Pertinent local, state, and federal laws, ordinances, and rules; Principles and practices of legislative process; Principles and practice of marketing, community outreach and public information; and Principles and practices of social media outlets

**WORKING CONDITIONS, ESSENTIAL JOB FUNCTIONS**

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed in a standard office environment and at indoor and outdoor recreational facilities with travel to different locations; work and/or walk on various types of surfaces including slippery or uneven surfaces; extensive public contact; incumbents may be required to work extended hours including evenings and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and recreation facility setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of transportation; and to verbally communicate to exchange information.



STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**  
STD 215 (Rev. 04/2020)

<b>AGREEMENT NUMBER</b> <b>24R770000</b>	<b>AMENDMENT NUMBER</b>
---	-------------------------

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/2024	06/30/2025	\$63,826.70	EXEMPT
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 1				
<b>TOTAL</b>			\$63,826.70	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
  Use of Master Service Agreement  
 Invitation for Bid (IFB)
  Exempt from Bidding (Give authority for exempt status)
  Sole Source Contract (Attach STD. 821)  
 Other (Explain) SCM Vol.1, 3.16 (Revenue Agreement)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)


16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?  
Reimbursable Services

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
  Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.  
 Not Applicable (Interagency / Public Works / Other Reimburse)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

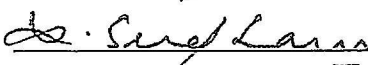
AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) J.D. CALDWELL	DATE SIGNED 07/13/2024
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A  23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)  No (Explain below)  Yes \_\_\_\_\_ % of Agreement  
N/A - Reimbursable Services

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?  No  Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) Sri Krishnamurthy / Contract Analyst	DATE SIGNED Jul 10, 2024
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SCO ID: 2720-24R770000

STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

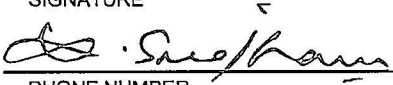
AGREEMENT NUMBER <b>24R770000</b>	AMENDMENT NUMBER
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**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A - Reimbursable Services

*The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).*

SIGNATURE 	NAME/TITLE(Print or Type) Sri Krishnamurthy / Contract Analyst	DATE SIGNED Jul 10, 2024
PHONE NUMBER (916) 843-4318	STREET ADDRESS 601 North 7th Street	
EMAIL sridharan.krishnamurthy@chp.ca.gov	CITY Sacramento	STATE   ZIP CA   95811

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SCO ID: 2720-24R770000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
STANDARD AGREEMENT  
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24R770000	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

Bell Canyon Community Services District

2. The term of this Agreement is:

START DATE

07/01/2024

THROUGH END DATE

06/30/2025

3. The maximum amount of this Agreement is:

\$63,826.70 (Sixty-Three Thousand Eight Hundred Twenty-Six Dollars and Seventy Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions - 04/2017	*
+ -	Exhibit D Special Terms and Conditions	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Bell Canyon Community Services District

CONTRACTOR BUSINESS ADDRESS

30 Hackamore Lane, Suite 2b

CITY

Bell Canyon

STATE

CA

ZIP

91307

PRINTED NAME OF PERSON SIGNING

Gregory McHugh

TITLE

Interim General Manager

CONTRACTOR AUTHORIZED SIGNATURE

*Gregory McHugh*

DATE SIGNED

July 23, 2024

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

J.D. GRADALLI

TITLE

NEXSTANT CHIEF

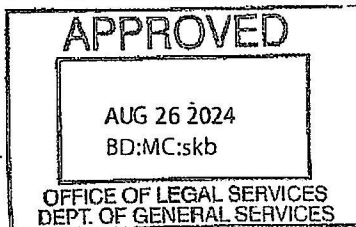
CONTRACTING AGENCY AUTHORIZED SIGNATURE

*J.D. Gradalli*

DATE SIGNED

08/23/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (If Applicable)





**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. Bell Canyon Community Services District agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with Traffic Control Services for the Bell Canyon Community provided by the CHP Moorpark Area office.
2. Traffic Control Services shall be provided for the Bell Canyon Community. The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by CHP Contract Coordinator and Bell Canyon Community Services District. Any changes to the proposed plan such as additional hours, dates, and sites for Traffic Control Services can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP Command and Bell Canyon Community Services District.
3. The project representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol Moorpark Area Office		Bell Canyon Community Services District	
NAME		NAME	
Timothy Wren, Officer		Gregory F. McHugh, Interim General Manager	
TELEPHONE NUMBER		TELEPHONE NUMBER	
(805) 553-0800		(925) 788-8870	
EMAIL		EMAIL	
twren@chp.ca.gov		gregory.mchugh@bellcanyoncsd.ca.gov	
<b>Direct all contract inquiries to :</b>			
STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		Bell Canyon Community Services District	
ATTENTION		ATTENTION	
Sridharan Krishnamurthy, Contract Analyst		Gregory F. McHugh, Interim General Manager	
EMAIL		EMAIL	
Sridharan.krishnamurthy@chp.ca.gov		gregory.mchugh@bellcanyoncsd.ca.gov	
ADDRESS		ADDRESS	
601 North 7 <sup>th</sup> Street Sacramento, CA 95811		30 Hackamore Lane, Suite 2b Bell Canyon, CA 91307	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-4318	(916) 322-3166	(925) 788-8870	N/A

4. Detailed description of work to be performed:
  - A. CHP Moorpark Area office shall provide CHP officer(s) with vehicles and coordinate all Traffic Control Services.
  - B. The Traffic Control Services to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

- C. It is understood by Bell Canyon Community Services District that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office).
- D. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, Bell Canyon Community Services District agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

A. The California Highway Patrol (CHP) shall provide Bell Canyon Community Services District with an itemized invoice which details all CHP costs for law enforcement services under this Agreement.

Following execution, an itemized invoice will be submitted in duplicate to:

Gregory F. McHugh, Interim General Manager  
Bell Canyon Community Services District  
30 Hackamore Lane, Suite 2b  
Bell Canyon, CA 91307

Bell Canyon Community Services District agrees to pay CHP within thirty (30) days after the date of the invoice.

B. In consideration for the law enforcement services contained herein, Bell Canyon Community Services District agrees to reimburse the CHP upon receipt of an itemized invoice. Bell Canyon Community Services District agrees to reimburse the CHP for the actual hours worked at the time services are provided. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, Bell Canyon Community Services District agrees to pay the increased rate. The following information are the CHP officer and sergeant overtime rates effective Fiscal Year 23/24, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$122.51 per hour
CHP Sergeant	\$149.05 per hour
CHP M/C Sergeant	\$154.98 per hour
CHP Automobile Rate	\$1.66 per mile
CHP M/C Rate	\$1.60 per mile

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. The CHP and Bell Canyon Community Services District agree that this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and Bell Canyon Community Services District, agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Gifts, donations, or gratuities may not be accepted by CHP employees on their own behalf or on behalf of the Department, informal squad club, or other local funds.
5. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within ten (10) days by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution

BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

TUESDAY, JULY 29, 1980, AT 8:30 O'CLOCK A.M.

800

Upon motion of Supervisor Dougherty, seconded by Supervisor MacDonald, and duly carried, the Board hereby approves the following matter:

# PUBLIC WORKS AGENCY county of ventura

Director  
Arthur E. Goulet

July 29, 1980

Board of Supervisors  
County of Ventura  
Ventura, California 93009

Deputy Directors  
Donald A. Betlach  
Road Department  
T. M. Morgan  
Engineering Services  
G. J. Nowak  
Flood Control/Water Resources  
Donald B. Perry  
Real Property Services  
E. D. Shinavar  
Construction Services

Subject: BELL CANYON AREA  
APPLICATION OF CALIFORNIA VEHICLE CODE

Gentlemen:

RECOMMENDATION:

That your Board consider the attached resolution finding and and declaring the private roads located in the Bell Canyon area subject to the California Vehicle Code.

STATEMENT OF MATTER FOR BOARD CONSIDERATION:

On July 1, 1980, the Bell Canyon Association, as the owner of all common roads within the Bell Canyon development, petitioned your Board to adopt a resolution making the provisions of the California Vehicle Code applicable to such roads. The letter and petition are attached.

The Bell Canyon area is located in the eastern part of Ventura County and is accessible only through Los Angeles County via Bell Canyon Road. (See attached map.) The entry to the tract is gated and the streets are private. For some time, the residents of this area have been concerned with traffic violations and accidents occurring on their roads. Since this is a gated community, the violators are principally the residents and their guests.

The California Highway Patrol (CHP) which has the primary responsibility for enforcing the provisions of the California Vehicle Code (CVC) on County roads would not respond to the calls other than for accidents involving injuries or fatalities because the CVC is not applicable to private roads. The Sheriff's Department would not respond because its primary response function relates to criminal activities and not to the enforcement of traffic regulations, nor do they perform accident investigations in the unincorporated territory.

Section 21107.7 of the CVC authorizes the County to adopt a resolution which will make the provisions of the Code applicable to private roads. Your Board must find and declare that these

privately owned and maintained roads are not generally held open for use of the public for purposes of vehicular travel, but by reason of their proximity to or connection with highways, the interests of any residents residing along such roads will best be served by the application of the provisions of the CVC to such roads. The resolution attached for your consideration contains the necessary findings and has been approved by County Counsel for legal form and sufficiency.

The CHP could be impacted most by adoption of the proposed resolution; however, discussions with them indicate that upon adoption they will provide little more service than they do now. They would not patrol the area since lack of staff restricts patrol activities to major throughfares.

The Sheriff's Department will not be impacted; however, they will enforce the code if they observe a violation during their routine patrol through the area. Currently, such violators cannot be arrested, which may breed contempt for the law. This activity does not represent any appreciable increase in level of service, and the additional costs are considered negligible.

The benefits which will accrue as a result of the recommended action are more figurative than literal. The Association believes the application of the CVC and the associated potential for citation will serve as a deterrent to violation.

If you have any questions regarding this item, please contact the undersigned at extension 2077 or Commander Kalsbeek at extension 1261.

Very truly yours,

*Donald A. Betlach*  
Donald A. Betlach  
Deputy Public Works Director

DAB:rj/13

Attachments

COPIES TO:

- Public Works (2)
- Planning
- Assessor
- Fire Dept.
- Sheriff
- California Highway Patrol
- Files (2)
- Item 5
- 7/29/80
- rr

RESOLUTION OF THE VENTURA COUNTY BOARD OF SUPERVISORS FINDING AND DECLARING PRIVATE ROADS IN THE BELL CANYON AREA SUBJECT TO THE CALIFORNIA VEHICLE CODE.

WHEREAS, this Board has received a petition from the Bell Canyon Association requesting that the private roads shown on Exhibit A be made subject to the California Vehicle Code; and

WHEREAS, the Board finds that the privately owned and maintained roads are not generally held open for use of the public for purposes of vehicular travel, and

WHEREAS, the Board further finds that by reason of their proximity to and connection with highways, the interests of any residents residing along these facilities and the motoring public will best be served by application of the Vehicle Code to these roads;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VENTURA COUNTY, that the roads referenced in Exhibit A are subject to the provisions of Section 21107.7 of the California Vehicle Code.

ADOPTED this 29th day of July, 1980.

*Walter E. Ed*  
Chairman

CHAIRMAN PRO TEMPORE

ATTEST:

ROBERT L. HAMM, County Clerk  
County of Ventura, State of  
California and ex-officio Clerk  
of the Board of Supervisors thereof.



BY: *Roberta Rodriguez*  
Deputy

- 1. APPALOOSA LANE consisting of the following:
  - A. Parcel S of Tract 2008-3
  - B. Parcel T of Tract 2008-3
  
- 2. BAYLHARE ROAD consisting of the following:
  - A. Parcel C of Tract 2008-1
  - B. Parcel D of Tract 2008-1
  
- 3. BELL CANYON ROAD consisting of the following:
  - A. Parcel A of Tract 2008-1
  - B. Parcel B of Tract 2008-1
  - C. Parcel C of Tract 2008-1
  - D. Parcel E of Tract 2008-1
  - E. Parcel F of Tract 2008-1
  - F. Parcel G of Tract 2008-2
  - G. Parcel H of Tract 2008-2
  - H. Parcel I of Tract 2008-2
  - I. Parcel J of Tract 2008-2
  - J. Parcel CC of Tract 2008-5
  - K. Parcel EE of Tract 2008-3
  - L. Parcel GG of Tract 2008-3
  
- 4. BRIDLE LANE consisting of the following:
  - A. Parcel F of Tract 2008-1
  
- 5. BRONCO LANE consisting of the following:
  - A. Parcel K of Tract 2008-2
  
- 6. BUCKSKIN ROAD consisting of the following:
  - A. Parcel J of Tract 2008-2
  - B. Parcel K of Tract 2008-2
  - C. Parcel L of Tract 2008-2
  
- 7. CINCH ROAD consisting of the following:
  - A. Parcel BB of Tract 2008-3
  - B. Parcel O of Tract 2008-3
  
- 8. COLT LANE consisting of the following:
  - A. Parcel X of Tract 2008-2
  
- 9. CONCHO LANE consisting of the following:
  - A. Parcel R of Tract 2008-3
  
- 10. COOLWATER ROAD consisting of the following:
  - A. Parcel AA of Tract 2008-3
  - B. Parcel U of Tract 2008-3
  - C. Parcel V of Tract 2008-3
  - D. Parcel W of Tract 2008-3

EXHIBIT A  
Page 1 of 3



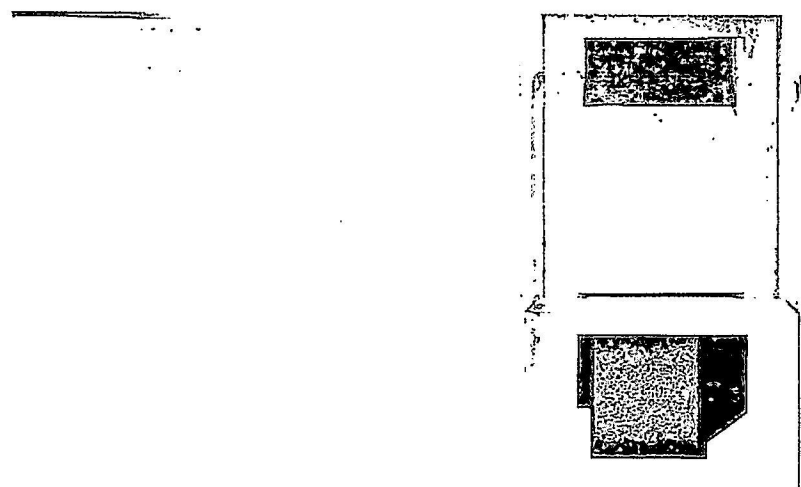
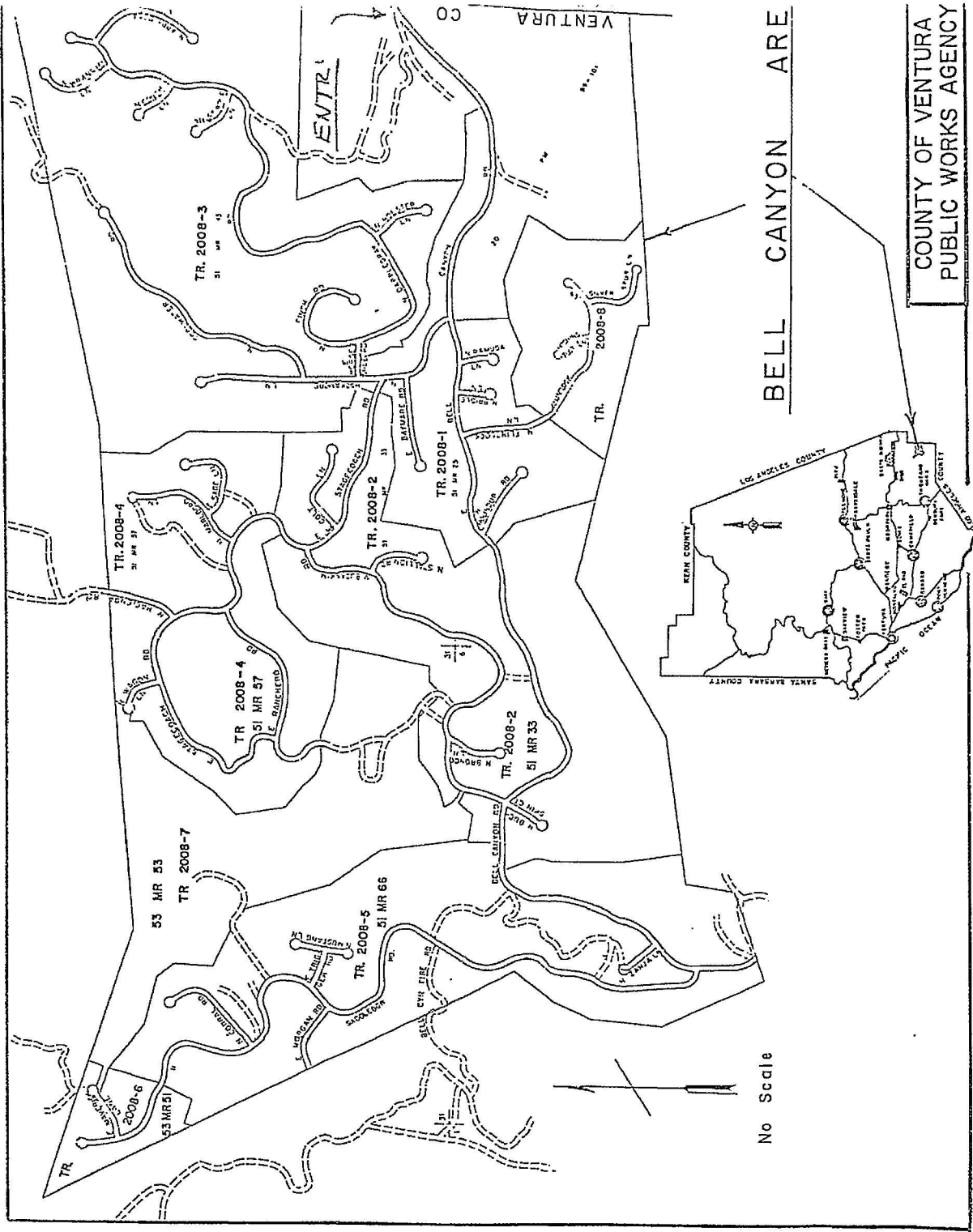


11. CORRAL ROAD consisting of the following:
  - A. Parcel LL of Tract 2008-5
  
12. DAPPLEGRAY ROAD consisting of the following:
  - A. Parcel B of Tract 2008-3
  - B. Parcel O of Tract 2008-3
  - C. Parcel Q of Tract 2008-3
  - D. Parcel R of Tract 2008-3
  - E. Parcel T of Tract 2008-3
  
13. FLINTLOCK LANE consisting of the following:
  - A. Parcel E of Tract 2008-1
  - B. Parcel TT of Tract 2008-3
  - C. Parcel UU of Tract 2008-2
  
14. HACIENDA ROAD consisting of the following:
  - A. Parcel OO of Tract 2008-4
  
15. HACKAMORE LANE consisting of the following:
  - A. Parcel C of Tract 2008-1
  - B. Parcel AA of Tract 2008-3
  - C. Parcel Y of Tract 2008-3
  
16. HITCHING POST LANE consisting of the following:
  - A. Parcel TT of Tract 2008-3
  
17. HOLSTER LANE consisting of the following:
  - A. Parcel O of Tract 2008-3
  
18. HORSESHOE LANE consisting of the following:
  - A. Parcel C of Tract 2008-1
  - B. Parcel BB of Tract 2008-3
  
19. MARLBORO LANE consisting of the following:
  - A. Parcel MM of Tract 2008-4
  - B. Parcel NN of Tract 2008-4
  
20. MAVERICK LANE consisting of the following:
  - A. Parcel SS of Tract 2008-6
  
21. MORGAN ROAD consisting of the following:
  - A. Parcel KK of Tract 2008-5
  
22. MUSTANG LANE consisting of the following:
  - A. Parcel JJ of Tract 2008-5
  
23. RAMUDA LANE consisting of the following:
  - A. Parcel F of Tract 2008-1

EXHIBIT A  
Page 2 of 3

- 24. RANCHERO ROAD consisting of the following:
  - A. Parcel QQ of Tract 2008-4
  - B. Parcel RR of Tract 2008-4
  
- 25. ROUNDUP ROAD consisting of the following:
  - A. Parcel E of Tract 2008-1
  
- 26. SADDLEBOW ROAD consisting of the following:
  - A. Parcel DD of Tract 2008-5
  - B. Parcel FF of Tract 2008-5
  - C. Parcel HH of Tract 2008-5
  - D. Parcel II of Tract 2008-5
  - E. Parcel KK of Tract 2008-5
  - F. Parcel LL of Tract 2008-5
  - G. Parcel SS of Tract 2008-6
  
- 27. SAGE LANE consisting of the following:
  - A. Parcel NN of Tract 2008-4
  
- 28. STAGECOACH ROAD consisting of the following:
  - A. Parcel N of Tract 2008-2
  - B. Parcel MM of Tract 2008-4
  - C. Parcel OO of Tract 2008-5
  - D. Parcel PP of Tract 2008-5
  
- 29. SILVERSPUR LANE consisting of the following:
  - A. Parcel UU of Tract 2008-8
  
- 30. STALLION ROAD consisting of the following:
  - A. Parcel M of Tract 2008-2
  
- 31. STIRRUP LANE consisting of the following:
  - A. Parcel Z of Tract 2008-3
  
- 32. TRIGGER ROAD consisting of the following:
  - A. Parcel JJ of Tract 2008-5
  
- 33. WAGON ROAD consisting of the following:
  - A. Parcel P of Tract 2008-4
  
- 34. WRANGLER LANE consisting of the following:
  - A. Parcel T of Tract 2008-3
  
- 35. ZANJA LANE consisting of the following:
  - A. Parcel EE of Tract 2008-5

EXHIBIT A  
Page 3 of 3



*Bell Canyon Association*



June 25, 1980

County of Ventura  
Board of Supervisors  
800 S. Victoria Avenue  
Ventura, CA 93009

Dear Supervisors:

Enclosed please find our formal petition for adoption of California Vehicle Code enforcement in Bell Canyon.

The Bell Canyon Association is the legal owner of all common roads within the development, and by resolution of its Board of Directors has voted to make this request.

A rather rapid rate of growth has brought serious accidents and traffic problems which the Association has been powerless to control. For the past year, a very active Traffic Committee has campaigned for safe driving, installed more than 50 traffic control signs and made personal appeals for compliance - all to no avail.


All property owners were advised of the seriousness of the problem and asked to participate in a carefully conducted poll. The result was 86% in favor of vehicle code enforcement. This poll was followed by the aforementioned Board resolution. On June 18, 1980, a formal public hearing was conducted for the benefit of all property owners who wished to be heard prior to the filing of this petition. Again, the public attitude was strongly in favor of vehicle code enforcement.

It is clear that the Bell Canyon Association Board has a duty and responsibility to take all reasonable measures to insure safety on its roads. It is equally clear that without a meaningful deterrent, such as police authority to enforce traffic laws, there is little likelihood that the Association will be able to deal with these problems by itself.

We would appreciate your cooperation in helping us in this matter.

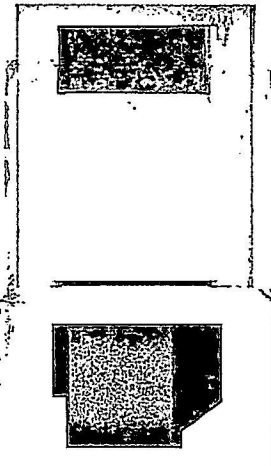
Sincerely,

BELL CANYON ASSOCIATION

  
F. D. (Bud) Toye, President

FDT:crh

*30 Pachamora Lane, Caroga Park, California 91307 Phone 346-9879*



PETITION BY OWNER OF PRIVATELY OWNED & MAINTAINED ROADS REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA TO FIND & DECLARE SUCH ROADS WILL BE SUBJECT TO THE PROVISIONS OF THE CALIFORNIA VEHICLE CODE

WHEREAS, the undersigned is the owner of privately owned and maintained roads in the unincorporated portion of Ventura County, specifically the Bell Canyon area; and

WHEREAS, such roads are identified and listed on Exhibit A attached hereto and by reference incorporated herein; and

WHEREAS, such roads are not generally held open for use of the public for purposes of vehicular travel, but the interests of residents residing along such roads and the motoring public will be best served by application of the provisions of the California Vehicle Code to such roads.

NOW, THEREFORE, it is petitioned that:

1. Request is hereby made to the Board of Supervisors of the County of Ventura that the Board find and declare, by ordinance or resolution, that the roads referenced in Exhibit A are subject to the provisions of the California Vehicle Code, pursuant to Section 21107.7 of such Code; and

2. It is requested that such finding be made and the provisions of the California Vehicle Code apply to these roads at the earliest possible time.

BELL CANYON ASSOCIATION

Date: 6/25/80

By Frederick D. Toye  
Frederick D. Toye, President

Date: 6.25.80

By Judith A. Lantz  
Judith A. Lantz, Secretary

STATE OF CALIFORNIA  
COUNTY OF VENTURA

On JUNE 25, 1980 before me, the undersigned, a Notary Public in and for said State personally appeared Frederick D. Toye, known to me to be the President, and Judith A. Lantz, known to me to be the Secretary of the Corporation that executed the within Instrument and known to me to be the persons who executed the within Instrument on behalf of the Corporation herein named.

WITNESS my hand and official seal.

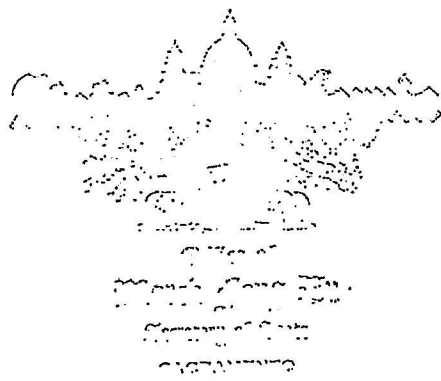
Carol R. Henderson  
Carol R. Henderson



(NOTARY SEAL)

RECORDING REQUESTED BY AND RETURN TO:  
Sierra Canyon Association, Inc.  
12 Macfarlane Lane  
Sausalito, CA 94967

RECORDED AT REQUEST OF  
Sierra Canyon Association, Inc.  
APR 24 1973  
Cassidy



I, MARCE FONG EU, Secretary of State of the State of California, hereby  
certify:  
That on the 14th day of February, 1973,  
There was filed in this office a Certificate of Amendment  
whereby Article II  
of the Articles of Incorporation of SIERRA CANYON ASSOCIATION  
a California corporation, was amended to set forth a change of corporate name  
to SIERRA CANYON ASSOCIATION

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this  
10th day of April, 1973

*March Fong Eu*  
Secretary of State

RECORDING REQUESTED BY 15044 MAR 23 1959

RECORDED AT REQUEST OF  
 TITLE INSURANCE AND TRUST COMPANY  
 OFFICE 1200 W. 10TH ST. LOS ANGELES  
 MAR 23 1959

COO, CASTLE and NICHOLSON  
 625 Wilshire Blvd., Suite 411  
 Los Angeles, Calif. 90017

SEE  
 REC.  
 2

WOODLAND HILLS COUNTRY ESTATES ASSOCIATION, 9219 Sunset Blvd., Suite 515, Los Angeles, Calif. 90059

GRANTOR: WORLD

TITLE BANK OF CALIFORNIA, National Association

Grant Deed

After U.S.S. None Above

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
 BANK OF CALIFORNIA, N.A., as trustee,  
 hereby GRANT(S) to  
 WOODLAND HILLS COUNTRY ESTATES ASSOCIATION,  
 a non-profit corporation,  
 the following described real property in the  
 County of Ventura, State of California:

As set forth in Exhibit "A" attached hereto and incorporated herein,  
 together with easements for recreational trails and ingress and egress,  
 over, under and through the front fifteen (15) feet of, the ten (10) feet  
 of each side of, and the rear ten (10) feet of, each of the following  
 described lots:

Lots 1 through 716, inclusive, of Tract Nos.  
 2003-1, 2003-2, 2003-3, 2003-4, and 2003-5,  
 as per map recorded in Book 51, pages 25  
 through 75, inclusive, of maps in the Office  
 of the County Recorder of said County.

Dated March 21, 1959

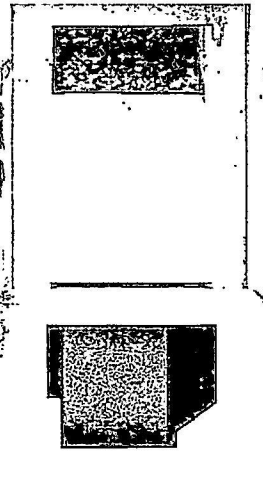
STATE OF CALIFORNIA }  
 COUNTY OF \_\_\_\_\_ } ss.  
 On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 to be the person whose name is subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.  
 WITNESS my hand and official seal.

Notary Public for California

Bank of California, N.A. as trustee  
 By: \_\_\_\_\_  
 Vice President  
 By: \_\_\_\_\_  
 Assistant Vice President

Title Order No. 15044 Return of Loan No. \_\_\_\_\_

MAIL TAX STATEMENTS AS DIRECTED ABOVE







3463 100

Parcels A through I, inclusive, of Tract No. 2008-1, as per maps recorded in Book 51, pages 25 through 32, inclusive, of maps in the office of the County Recorder of said County;

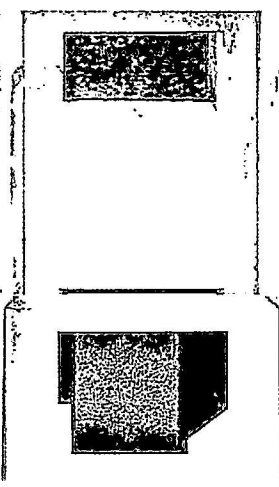
Parcels G through N, inclusive, of Tract No. 2008-2, as per maps recorded in Book 51, pages 33 through 44, inclusive, of maps in the office of the County Recorder of said County;

Parcels O through N, inclusive, Y, Z, A-A, and B-B of Tract No. 2008-3, as per maps recorded in Book 51, pages 45 through 55, inclusive, of maps in the office of the County Recorder of said County;

Parcels C-C through L-L, inclusive, of Tract No. 2008-5, as per maps recorded in Book 51, pages 66 through 75, inclusive, of maps in the office of the County Recorder of said County;

Parcels M-M through R-R of Tract 2008-4, as per maps recorded in Book 51, pages 56 through 65, inclusive, of maps in the office of the County Recorder of said County;

EXHIBIT A



RECORDING REQUESTED BY  
Cox, Castle, Nicholson & Weekes

7007

RECORDED AT REQUEST OF  
TITELINK & TR CO.  
AT 1:01 PM, JAN 31 1973  
OFFICIAL RECORDS DEPARTMENT  
JAN 31 1973

AND WHEN RECORDED MAIL TO  
Mr. Phillip R. Nicholson  
Cox, Castle, Nicholson & Weekes  
1800 Century Park East, #200  
Los Angeles, California 90067

*[Handwritten Signature]*

MAIL TAX STATEMENT TO  
Name Bell Canyon Association  
Address P. O. Box 209  
City & State Calabasas, Ca. ifornia 91302

DOCUMENTARY TRANSFER TAX \$ 5.00  
COMPUTED ON FULL VALUE OF PROPERTY GRANTED  
OR COMPUTED ON FULL VALUE LESS LIENS AND  
ENCUMBRANCES REMAINING AT TIME OF GRANT  
Phillip R. Nicholson  
Signature of Operator of Recording Office  
Cox, Castle, Nicholson & Weekes

950-0-240-01  
950-0-240-02

### Corporation Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

TO 409 CA (7-69)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
BANK OF CALIFORNIA, N. A., as Trustee  
a corporation organized under the laws of the state of  
hereby GRANTS to  
BELL CANYON ASSOCIATION, a non-profit corporation

the following described real property in the  
County of Ventura, State of California:

As set forth in Exhibit "A" attached hereto and incorporated herein.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and the instrument to be executed by its \_\_\_\_\_ President and  
thereunto duly authorized. THE BANK OF CALIFORNIA, N.A.  
Dated: \_\_\_\_\_

STATE OF CALIFORNIA

By *[Signature]*  
By *[Signature]*  
(C.J.F.)

TO 449 C  
(Corporation)

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } SS.

On January 15, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared H. R. Billings  
known to me to be Trust Officer President and C. J. Fockert  
known to me to be Trust Officer  
known to me to be \_\_\_\_\_ of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.  
*[Signature]*

OFFICIAL SEAL  
BRAGA MILOVANOVICH  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY  
My Commission Expires December 17, 1974

-B. Milovanovich

EXHIBIT "A"

PARCEL I:

Those portions of Tract No. 2008-6, in the County of Ventura, State of California, as per map recorded in book 53, pages 51 and 52 of Maps, in the office of the County Recorder of said County shown on the map of said tract as Parcel SS, N. Saddlebow Road (Private) and E. Maverick Lane (Private).

EXCEPT all minerals, including, but not limited to oil, gas and other hydrocarbon substances lying under a plane 500 feet below the surface of said property together with the exclusive right to enter into and drill through said property below said plane (from other property) for the purpose of producing, extracting and taking therefrom (or from other property) all such minerals, oil, gas and other hydrocarbon substances, without however the right of entry to the surface of said property or to any portion thereof lying above said plane.

PARCEL II:

Those portions of Tract No. 2008-8, in the County of Ventura, State of California, as per map recorded in book 56 pages 50 to 61, both inclusive of Maps, in the office of the County Recorder of said County shown on the map of said tract as Parcels "T-T" and "U-U", N. Flintlock Lane (Private), Hitching Post Lane (Private) and Silver Spur Lane (Private).

EXCEPT all minerals, including, but not limited to oil, gas and other hydrocarbon substances lying under a plane 500 feet below the surface of said property together with the exclusive right to enter into and drill through said property below said plane (from other property) for the purpose of producing, extracting and taking therefrom (or from other property) all such minerals, oil, gas and other hydrocarbon substances, without however the right of entry to the surface of said property or to any portion thereof lying above said plane.

**PARKING OPTION AGREEMENT BETWEEN  
BELL CANYON COMMUNITY SERVICES DISTRICT AND  
BELL CANYON VOLUNTEER WILDLAND FIRE DEPARTMENT**

This Parking Option Agreement (the “**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 by and between the BELL CANYON COMMUNITY SERVICES DISTRICT, a municipal corporation (“**District**”) and the BELL CANYON VOLUNTEER WILDLAND FIRE DEPARTMENT, a nonprofit public benefit corporation (“**Lessee**”).

District and Lessee agree:

1. **DESCRIPTION OF PREMISES:** District owns approximately 0.92 acres of unimproved real property located on the south side of Bell Canyon Road in the Bell Canyon community in the unincorporated part pf the County of Ventura, California, identified as Assessor’s Parcel Number 685-066-023 (“**Property**”). District desires to provide an option to Lessee to lease a certain portion of the Property for Lessee’s use for parking and storage of Lessee’s fire vehicles, in the event it is needed. The portion of the Property to be used for parking purposes is depicted in Exhibit A and Exhibit B, as may be modified from time to time by the District at its sole discretion (“**Premises**”).

2. **TERM:** The term of this Agreement shall be for five (5) years commencing upon the date of full execution of this Agreement by duly authorized representatives of the Lessee and the District (“**Term**”). The Term may be extended by two additional five-year terms.

3. **OPTION:** Lessee hereby is granted an option to lease the Premises from the District for Parking Purposes, as defined below in section 5, subject to the terms herein (“**Option**”). Said Option shall be for the sum of Ten (\$10) Dollars per month for the Term. In the event Lessee exercises its Option and leases the Premises, Lessee shall then pay the Rent as set forth below in Section 4. Lessee shall pay the Option amount any time it is not utilizing the Premises for Parking Purposes and paying its Base Rent or any rate adjustment.

4. **RENT:**

a. **Base Rent:** Once Lessee exercises the Option, Lessee agrees to pay as rent the amount of Three Hundred Dollars (\$300) per month (“**Base Rent**”) for Parking Purposes (as defined below in section 5). Base Rent for any partial month shall be prorated in proportion to the number of days in such month. The Base Rent shall be due and payable no later than the tenth (10<sup>th</sup>) day of the month in which the Base Rent is due. The Base Rent shall be adjusted as set forth in paragraph b. At any time Lessee is utilizing the Premises for Parking Purposes and paying its Base Rent, including any rate adjustment under this section 4, Lessee shall not be required to pay the Option amount set forth in section 3.

b. **Rent Adjustment:** Upon the first anniversary of the Term and every anniversary thereafter, the Base Rent shall be subject to an annual rate adjustment equal to the 12-month consumer price index for all urban consumers (CPI-U) for the Los

Angeles-Long Beach-Anaheim area, subject to an annual cap of five percent (5%). In no event shall the Base Rent and any annual rate adjustment decrease from the prior year. This rental rate adjustment shall be made regardless of whether Lessee exercises its Option.

5. **USE:** District agrees that the Premises leased hereunder shall be used by the Lessee for parking of vehicles, as off-street, in and out parking for Lessee's fire vehicles only ("**Parking Purposes**"). In the event that the Premises are needed for the District's use and said use does not conflict with Lessee's use of the Premises, the District shall be entitled to use the Promises upon notice to the Lessee.

6. **CANCELLATION:** District and Lessee shall both have the right to cancel this Agreement by providing one-hundred twenty (120) days' prior written notice to the other party.

7. **REPAIR, MAINTENANCE AND REPLACEMENT:** District agrees to keep in good repair and maintain at District's own expense the Property, including Premises, in a neat and clean condition. Lessee agrees to mark the Premises at its sole cost with appropriate markers or signage. All proposed signage and markers shall be provided to the District for review and approval, which shall not be unreasonably withheld.

8. **EXPENSES:** Lessee also agrees to pay for any expenses related to Lessee's use of the Premises as provided herein for Parking Purposes.

9. **LOCATION/RELOCATION:** The District reserves the right to move the location of the Premises for Lessee's Parking Purposes parking from time to time during the Term of this Agreement for its needs, provided that prior to such change in location, the District shall meet and confer with the Lessee.

10. **NOTICES:** All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery (electronically confirmed), or via electronic mail, to District's Address for Notice and Lessee's Address for Notice as set forth below. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

District: Bell Canyon Community Services District  
Attn: General Manager  
30 Hackamore Lane, Office 2B  
Bell Canyon, CA 91307  
email: [gm@bellcanyoncsd.ca.gov](mailto:gm@bellcanyoncsd.ca.gov)

Lessee: Bell Canyon Volunteer Wildland Fire Department  
Attn:  
ADDRESS

email:

11. **INDEMNIFICATION:** Lessee shall indemnify and hold District, and its agents, officers and employees free and harmless from any and all liability, claims loss, damages or expenses (including reasonable defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from Lessee's activities on the Premises. For purposes of this section, Lessee shall be understood to include all officers, agents, volunteers, or employees of the Bell Canyon Volunteer Wildland Fire Department who come onto the Premises for parking or any other purpose.

District agrees to indemnify, defend and hold harmless Lessee from and against any and all liability expenses (including defense costs and legal fees) and claims for damages of any nature whatsoever, including but not limited to bodily injury, death or personal injury or property damage arising from or connected with the willful misconduct, negligent acts or omissions of District with regard to District's use, maintenance or ownership of the Property.

The indemnity provided each party by this provision shall survive the termination of this Agreement.

12. **INSURANCE:** During the term of this Agreement, Lessee shall at all times, maintain in force a policy of comprehensive general liability insurance insuring against injury to persons and damage to property. This policy shall have a combined single limit coverage of not less than one million dollars (\$1,000,000) per occurrence. Lessee may elect to use self-insurance to fulfill this insurance requirement.

13. **HAZARDOUS SUBSTANCES:** Lessee hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises. Lessee agrees to indemnify, defend and save harmless District, its agents, officers and employees from or against all liability, expenses (including reasonable defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of hazardous substances on the Premises caused by Lessee. The indemnity provided by this provision shall survive the termination of this Agreement.

14. **WARRANTY OF AUTHORITY:** Each of the undersigned signatories for the District hereby personally covenant, warrant and guarantee that each of them, jointly and severally, has the power and authority to execute this Agreement upon the terms and conditions stated herein.

15. **BINDING ON SUCCESSORS:** Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the District, and wherever the context permits or requires, the successors in interest to the Lessee.

16. **CONFLICT OF INTEREST:** No officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or

indirectly, interested, in violation of any State statute or regulation. Lessee warrants that it has not paid or given and will not pay or give any third party, any money or other consideration for obtaining this Agreement.

17. **GOVERNING LAW AND FORUM:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California any litigation with respect to this Agreement shall be conducted in the County of Ventura, State of California.

18. **EXPENSES AND ATTORNEYS' FEES:** In any action between the parties hereto seeking enforcement of any of the terms and provisions of this Agreement, or in connection with the Property, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

19. **ENTIRE AGREEMENT; AMENDMENT:** This Agreement supersedes all prior agreements between the parties, contains the entire agreement , and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both District and Lessee. Any amendment or modification to this Agreement must be in writing executed by both Parties.

20. **SEVERABILITY:** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that both Parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above set forth.

**District:**

**Lessee:**

BELL CANYON COMMUNITY SERVICES DISTRICT, a California special district

BELL CANYON VOLUNTEER WILDLAND FIRE DEPARTMENT, a California nonprofit corporation

By: \_\_\_\_\_  
Michael Robkin, President

By: \_\_\_\_\_  
Name  
Title

**ATTEST:**

By: \_\_\_\_\_  
Walter Kelly, General Manager/Secretary

**APPROVED AS TO FORM:**

Aleshire & Wynder, LLP

\_\_\_\_\_  
Pam K. Lee, General Counsel



EXHIBIT A

Map of Premises for Parking Purposes

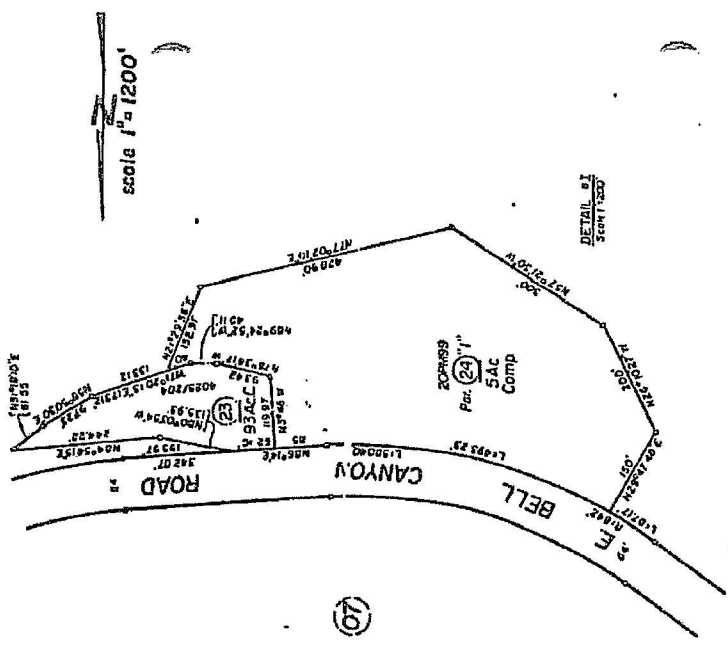
[on following page]

685-06

NOV 26 1985

RANCHO SIMI  
SECT. 31,32; POR. 28,29,30,33, T2N, R17W  
SECT. 5,6; POR. 4, T1N, R17W

Tax Rate Area  
74007  
84078  
74001  
84006



For Tract P, Ro Simi, R.M. Bk. 3, Pg. 7

NOTE - Assessor's Block Numbers Shown in Ellipse  
Assessor's Parcel Numbers Shown in Circle  
Assessor's Mineral Numbers Shown in Square

Assessor's Map Bk. 685, Pg. 06  
County of Ventura, Calif.

NOTE: ALL LOTS SHOWN ON THIS PAGE  
DO NOT NECESSARILY CONSTITUTE A COMPLETE  
PLANNING DIVISION TO VERIFY

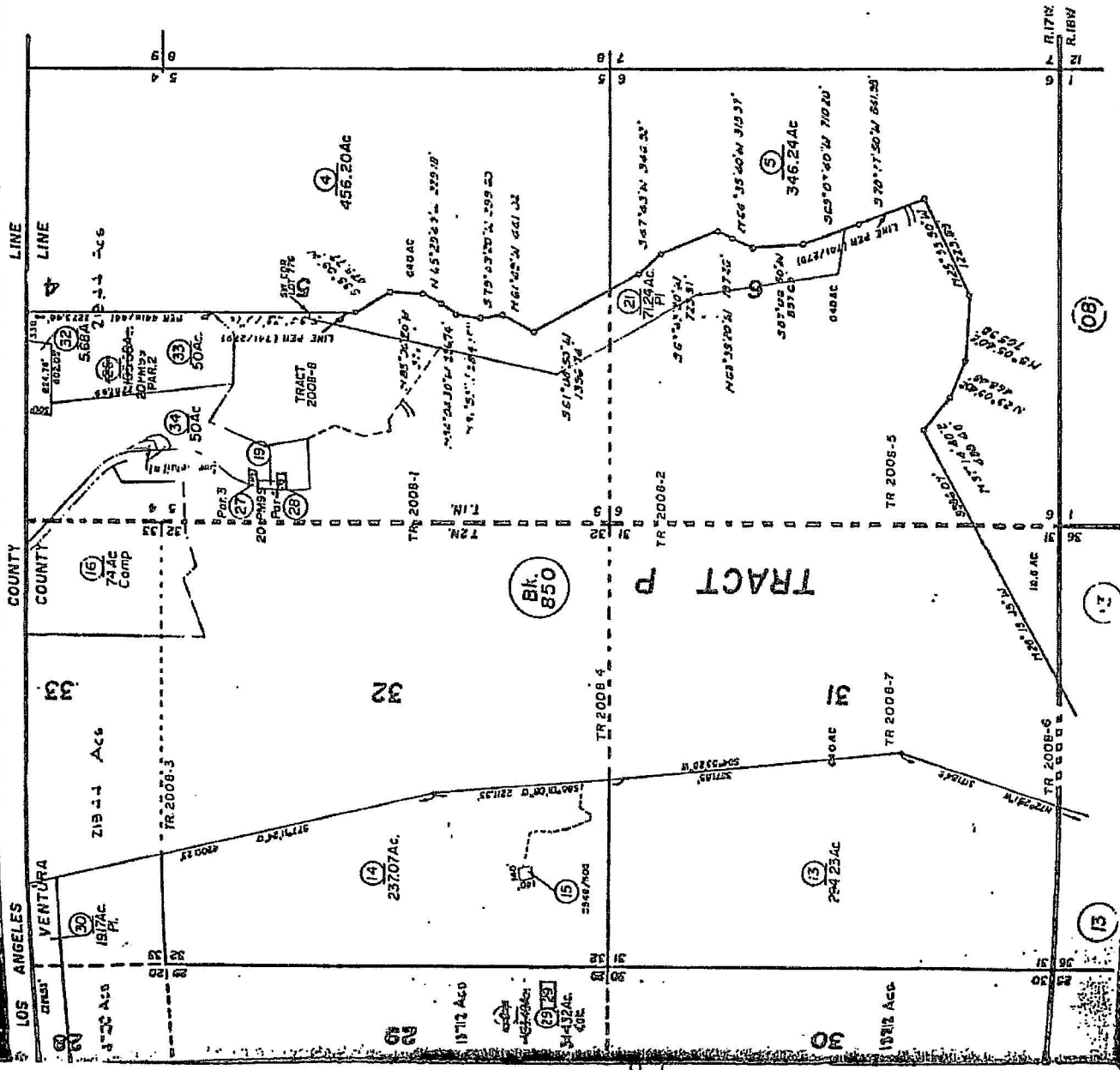


EXHIBIT A



# County View

TWSD Parcel  
686-0-060-23  
*Legend*

Parcels



1:1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographical Information System (GIS), which is designed and maintained by the County of Ventura. The County does not warrant the accuracy of the information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

