



November 4, 2021

**VIA E-MAIL**

Honorable Chair and Commissioners  
**Ventura Local Agency Formation  
Commission**  
801 S. Victoria Avenue, Ste. 301  
Ventura, CA 93003

Kai Luoma, Executive Officer  
**Ventura Local Agency Formation  
Commission**  
801 S. Victoria Avenue, Ste. 301  
Ventura, CA 93003

Re: Bell Canyon CSD Sphere of Influence (LAFCo 20-09S)

Dear Honorable Chair and Commissioners:

The District appreciates the Commission's decision to continue the review of the District's Sphere of Influence and draft MSR for six (6) months to provide an opportunity for the LAFCo staff and the District to meet together, discuss, and hopefully resolve items and issues brought up in the draft MSR and at the September 15, 2021 public hearing. In response to the Commission's direction, we submit this letter for three purposes: (i) to review the issues raised in the draft MSR and to describe the steps already taken by the District to begin to address some of these items, as well as additional measures the District is suggesting to address all of LAFCo's concerns; (ii) to correct factual inaccuracies contained in the draft MSR; and (iii) to discuss the best manner of working together with LAFCo in a coordinated, professional, and mutually acceptable manner to ensure that this matter is timely and successfully completed.

**A. EXECUTIVE SUMMARY**

Due to the length of this comprehensive letter, following is an executive summary of the important points and issues raised by the District.<sup>1</sup>

- The District's Relationship with the Bell Canyon HOA and LAFCo Staff: Allegation of Impermissible "Grants" to the HOA. The central allegation of wrongful conduct raised by LAFCo staff appears to be the claim that the District is making "grants" to the Bell Canyon Homeowners Association ("HOA") with "hundreds of thousands of dollars of taxpayer funds" from the District. **That unsupported allegation is patently incorrect and contradicts the clear written record submitted by the District to LAFCo.** Attached to this letter are copies of account ledgers, check requests, and the actual checks issued by the District for various expenditures. None of them involve "hundreds of thousands of dollars of grants" from the District to the Board. In fact, of the 229 checks and charges incurred by the District in connection with its events hosted by the District since 2015, only 15 of

---

<sup>1</sup> For ease of reference, hyperlinks to online or attached resources are highlighted in [blue](#).

those payments were to the HOA, and, in each case, those minor payments were arms' length reimbursements for the cost of clean-up and security performed by HOA staff at the District's request and direction.

- Compliance with the Brown Act. The District is already taking steps to enhance notice of meetings and to confirm unrestricted public access to all meetings. Notices and agendas are being posted publicly outside the gates of the community, and unimpeded access continues to be provided for any member of the public wishing to attend the meetings in person. The District believes that any concerns with respect to Brown Act compliance may be easily addressed, and the District is anxious to work with LAFCo to address any concerns it may have.
- Conflicts of Interest. The District is sensitive to potential conflict of interest issues between the HOA and the District and has scrupulously tried to adhere to best practices with respect to avoiding conflicts. **However, it is important to point out that even the District Attorney's opinion cited in the draft MSR and an advice letter issued by the California Fair Political Practices Commission ("FPPC") have acknowledged that, as a matter of law, there is nothing inherently wrong with an individual simultaneously serving on both the board of directors of the HOA and the board of the District.** In fact, the District cannot prohibit individuals from running for public office simply because a future recusal may be required with respect to a future decision at some point in time.
- Traffic Patrol and the Decoy Vehicle. This service is a latent power that has been granted to the District. Pursuant to the general powers of a community services district, **the District has the right, without further LAFCo approval, to contract for this service with a public body or to perform this service itself.** The District plans to limit the exercise of this power to performance by the District itself going forward. If the District determines to resume use of California Highway Patrol ("CHP"), the County Sheriffs, or other public entity for traffic patrol within the District's boundaries at a later time, the District will notify LAFCo of that decision before initiating that third party service. With respect to the decoy vehicle, the District will voluntarily agree to no longer authorize the HOA or its security personnel to operate the decoy vehicle, and the District has already terminated HOA access to the decoy vehicle. Additionally, to avoid any unintended confusion, the District will be removing any reference to "State of California" from the body of the decoy vehicle.
- Emergency Medical Services / Emergency Medical Training / Emergency-Related Services. Again, this is a latent power that has been granted to the District, and that the District wishes to exercise for the benefit of its residents. The draft MSR tries to restrict the **manner of delivery** of this service so that it can **only** be provided by way of contract with the City of Los Angeles Fire Department ("LAFD"). But that is not consistent with the inherent general powers of the District or applicable law and reflects an inexplicable

desire to unnecessarily limit the District's effectiveness rather than seeking to maximize the benefit the District is able to provide to its residents and the County's constituents.

- Leasing of Community Recreational Facilities. Leasing of HOA facilities for purposes of conducting recreational programs and improving those facilities in connection with that community service is clearly a permitted and proper purpose and is within the inherent general powers of the District. **The inherent power of the District to enter into real estate transactions was confirmed in writing to the District by the previous Executive Officer of LAFCo.**
- Acquisition of Triunfo Sanitation District Property. As noted above, the District has the inherent general power to acquire real property for a public purpose, namely the purpose of providing community recreational programs and services, **and the inherent power of the District to enter into such a real estate transaction has been previously confirmed in writing to the District by LAFCo's previous Executive Officer.** The District's acquisition of the property, which is adjacent to and the only means of access to the park, furthers its interest to provide recreational programs. **Notably, the District's attempt to acquire this property was previously endorsed by Supervisor/Commissioner Parks and cited as an example of effective public entity cooperation.**
- Security Services/Graffiti Abatement. The District has unquestionably been granted the powers of security services and graffiti abatement, and has exercised those powers from time to time. The claim in the draft MSR that those powers have been lost or abandoned by the District is not consistent with the law or the facts.
- Multi-Use Parcel (Bus Stop Parcel). The multi-use parcel acquired by the District from the County of Ventura, which is deed-restricted, has been and will continue to be used for recreation programs and community events hosted by the district. The District does not understand why the acquisition and use of this property by the District, which occurred over **13 years ago**, is now being belatedly raised as an issue in the draft MSR, as District operation has been repeatedly commended by LAFCo in the intervening years.
- Fire-Safe Council Grant: The District's application for and grant of \$37,000 from the State of California for fire safety is authorized as part of emergency-related services/security services. **Further, statutory law and the State program guidelines specifically state that community services districts are authorized to apply for and receive such grant funds.**
- The District's Audit and Accounting Procedures: The District's auditors are currently reviewing the draft MSR regarding its claims of inappropriate budgeting and accounting procedures and the District will provide a separate response from the auditors with respect to any concerns of LAFCo with respect to the audit. If LAFCo staff would like to meet

with the auditors to discuss any concerns they have, the District will also be happy to arrange such a meeting at the District's expense.

**Per the Commission's direction, the District requests a meeting with LAFCo staff and county counsel to discuss the issues raised in this letter and at the September 15, 2021 hearing.** The District also requests that Mr. Ziman's letter be removed from the LAFCo staff report record.

**B. FACTUAL INACCURACIES AND ISSUES RAISED BY THE SOI/MSR REPORT AND THE SEPTEMBER 15, 2021 HEARING**

- The District's Relationship with Bell Canyon HOA: Allegation of Impermissible "Grants" to the HOA. The Central Allegation of Wrongful Conduct Raised by LAFCo Staff Appears to Be the Claim That the District Is Making "Grants" to the HOA With "Hundreds Of Thousands of Dollars of Taxpayer Funds" From the District. That Unsupported Allegation Is Patently Incorrect and Contradicts the Clear Written Record Submitted by the District to LAFCo.**

The draft MSR claims that the District "does not provide any recreational programs, but instead funds the community's private HOA to do so." (Draft MSR, p. 11.) The draft MSR further claims that the District has "paid hundreds of thousands of dollars of taxpayer funds to the HOA for recreation programs, recreation facilities, and traffic enforcement as grants." (Draft MSR, p. 20.) The draft MSR states that events such as movie nights, Halloween parties, and "Endless Summer" were funded by or through the HOA and held on private property owned by the HOA. **These claims are demonstrably incorrect and a complete mischaracterization of the uncontested written record.**

As already explained to the Commission in the District's September 14, 2021 letter, the District **provides and pays for these recreational programs itself and does not provide grants for the HOA to do so.** (See [Attachment 1](#).) As seen in [Attachment 1](#), which contains the transaction details of the District for these District events from 2015 to the present, numerous checks (including specific check numbers) were issued and paid directly to vendors for recreation programming (e.g., check no. 1521 dated August 20, 2018 was issued to 'Undercover Live Entertainment', a live band, for the Endless Summer event in 2018). Out of the **229** transactions listed on [Attachment 1](#) amounting to over \$108,000 in payments, only **15** checks amounting to a mere \$9,600 were issued to the HOA over the course of five years. The majority of those 15 event payments to the HOA were simply arms' length reimbursements for recreational program security staffing costs or clean-up costs. The District elected to use HOA staff for these limited purposes because of obvious efficiencies in using already available HOA staff rather than an outside



provider. The District was simply seeking to be an efficient and effective guardian of the public funds entrusted to its use; it was *not* transferring “hundreds of thousands of dollars” to the HOA and was not making any unsupervised “grants”. Any suggestion to the contrary is simply not supported by the written record. Enclosed as [Attachment 2a](#) are the check requests forms, as well as copies of relevant checks, that have been issued for the District’s recreational programs. As noted above, the vast majority of these funds went directly to vendors themselves for these events. The HOA staff have also affirmed this fact. (See [Attachment 2b](#).)

The draft MSR also points to a \$50,000 payment that was made by the District to the HOA in 2015 for reimbursement of expenses relating to the costs of security equipment and improvements installed at the community front gate. The draft MSR mischaracterizes this expenditure of District funds for traffic enforcement and security as a “grant” to the HOA . In this case, the District issued a check to the HOA in the amount of \$50,000 in October 2015 for the purpose of purchasing and installing certain security systems, including software and hardware, at the front gate. That equipment contains a camera to identify persons and vehicles entering and exiting the community to assist in the identification of those who may be operating their vehicles in an unsafe manner within the community. Such expenditures are part of traffic patrol and security services to protect lives and property, a function that the District is expressly authorized to provide. The payment to the HOA was a reimbursement for costs that had been advanced by the HOA for equipment that was dedicated to and limited by its nature to the provision of authorized District services. The expenditure and its purpose were fully documented by the District, and that expenditure reflected an arms’ length cost needed to provide the authorized services. The payment was made in good faith for a documented and limited purpose which that Board understood to be an authorized District purpose; it is not fair to now characterize that payment for that documented purpose as an unsupervised or unqualified “grant” to the HOA. If LAFCo staff has further concerns with this expenditure or wishes to further discuss any aspect of this 2015 transaction or its history, the District would be happy to meet for that purpose and to try to address any questions or concerns that LAFCo staff may have.

Further, it is troubling to now have matters brought up that occurred many years ago and, on that basis, to suggest that the District is somehow operating in bad faith or engaging in an unpermitted course of conduct. For the last five years, the only payments to the HOA have been for minor clean-up and security services at the District’s recreational events in the cumulative total amount of less than \$10,000. If LAFCo does not want the District to make use of the HOA to achieve a cost savings and efficient use of taxpayer funds, the District will of course follow LAFCo’s direction. But why is this being done? For what purpose? This seems directly contrary to LAFCo’s primary purpose, and the primary purpose of the MSR process, to ensure that public services are being effectively and efficiently delivered to the District’s residents. The District assumes and believes that the Commission wants the District to perform its functions as efficiently and effectively as possible, consistent with its statutory charter and the intent of its authorizing legislation, in order to provide as much public benefit as possible with the resources available. Trying to undercut the effectiveness or the efficiency of the District simply makes no sense from a policy perspective.

In light of this documented history, it is incorrect to state that the District was paying the HOA “hundreds of thousands of dollars of taxpayer funds” as “grants”. Based upon the undisputed record presented here, the District requests Mr. Luoma to review again such information and, based upon that review, revise the draft MSR to remove any reference to “grants” to the HOA or any claim that the District engaged in improper conduct in hosting the recreational activities or expending the funds identified in connection with those recreational events. As stated above, if LAFCo staff wishes to further discuss the 2015 expenditure for acquisition of security equipment and improvements to the community gate, the District would welcome that discussion. It is the District's understanding that the Commission wants to require further good faith direct dialogue between the District and LAFCo staff in order to resolve any differences on the matters addressed above. **The District is available and eager to engage in such a constructive discussion if the Commission will direct its staff to cooperate in that process.**

**2. Compliance with the Brown Act. The District Is Already Taking Steps to Enhance Notice of Meetings and To Confirm Unrestricted Public Access to All Meetings. Notices and Agendas Are Being Posted Publicly Outside the Gates of the Community, and Unimpeded Access Continues to Be Provided for Any Member of the Public Wishing to Attend the Meetings in Person. The District Believes That Any Remaining Concerns With Respect to Brown Act Compliance May Be Easily Addressed, and the District Is Anxious to Work With LAFCo to Address Its Concerns.**

The draft MSR alleges that the District is in violation of the Brown Act for, among other things, not allowing members of the public who reside outside of the Bell Canyon community to attend District board meetings. (Draft MSR, pp. 20-21.) First, it should be noted that this statement is **incorrect**; as confirmed to the LAFCo Commission at the September 15 hearing. Members of the public beyond the Bell Canyon community do in fact have permitted access to the board meetings. The HOA has recently confirmed this understanding in writing, stating that members of the public from outside of Bell Canyon have always been allowed to attend, provided they simply inform the front gate that they are there to attend the Board meeting that day. (See [Attachment 3a.](#)) No pre-registration is required. To allay any continuing concerns over public attendance, the District has had the HOA again remind the HOA employees operating the gate that on the dates of the District Board meetings, they are required to let all members of the public in who are present to attend the meeting. Furthermore, the District will continue to allow public attendance and comment via teleconference (e.g. Zoom), in addition to having in-person Board meetings, so the public may attend the meetings remotely if that is their preference.

As for publicly available Board meeting agendas and notices, the District has been timely posting its agendas and notices on its website at [www.bellcanyoncsd.specialdistrict.org](http://www.bellcanyoncsd.specialdistrict.org) for some time. (See [Attachment 3b.](#)) Going forward, the District will be taking the additional measure of physically posting its agendas/notices on a weatherproof bulletin board in a publicly accessible location outside the gate. That Notice Board has been installed and is located on Bell Canyon Boulevard on the “Ventura County Line—Bell Canyon Community Services District” signage,

which is outside of the HOA gate and just inside the Ventura County border with Los Angeles County. The area where this posting occurs is open to the public and does not require that the public approach or enter the Bell Canyon community in order to access this notice information.

Regarding public records under the Public Records Act, the District has posted relevant public records, such as the District's annual budget, audits, and various policies, on its website. Any other public record not exempt from disclosure can be requested by contacting District staff and filling out a form.<sup>2</sup>

3. **Conflicts of Interest. The District is Sensitive to Potential Conflict of Interest Issues and Has Scrupulously Tried to Adhere to Best Practices With Respect to Avoiding Conflicts of Interest. However, It Is Important to Point Out that Even the District Attorney's Opinion Cited in the Draft MSR, as Well as a FPPC Advice Letter on that Subject (Which Was Not Mentioned in the LAFCo Draft MSR) Have Acknowledged That There Is Nothing Inherently Wrong With an Individual Simultaneously Serving on Both the Board of Directors of the HOA and the Board of the District. In Fact, the District Cannot Prohibit Individuals From Running for Public Office Simply Because a Future Recusal May Be Required With Respect to a Future Decision at Some Point in Time.**

The draft MSR appears to suggest that it is an inherent and unacceptable conflict of interest for a District board member to also serve as a concurrent HOA board member. However, the District Attorney (DA) investigation referred to in the draft MSR clearly states that as a matter of law there is *no actual conflict of interest* in simply holding membership on both boards. While it is generally true that a public official cannot hold two public offices that are incompatible at the same

---

<sup>2</sup> The District finds it peculiar that the draft MSR raised issues regarding the District's compliance with the Brown Act, Conflicts of Interest with respect to service on the HOA Board (See Section A.3), and other topics that are clearly beyond the purview of a normal MSR. As provided by State statute, the purpose of a MSR is to "conduct a service review of municipal services" and "assess various alternatives for improving efficiency and affordability of infrastructure and service delivery" within the service area. (Gov. Code § 56430(a) and (b).) The scope of the MSR is to ensure the efficient use of public resources in providing services within the jurisdiction by the local agency, not to question every minute detail of the agency's actions, which are, in some cases over a decade old. This open-ended scope, unrelated to the statutory mandate, appears to be a running theme in the draft MSR, with its incorporation of numerous matters beyond the proper concern of a MSR. While the District is addressing the substance of these items to ensure that *all* of LAFCo's concerns are addressed, the District remains concerned with what has motivated the overbroad nature of the MSR review.

time unless an exception applies,<sup>3</sup> serving as a member of the HOA Board of Directors is not a public office, and the HOA is obviously a private entity, not a public agency.

Additionally, the FPPC, the State body responsible for enforcing the Political Reform Act (“PRA”), which regulates campaign financing, conflicts of interest, lobbying, and governmental ethics, has previously concluded, in the same manner as the District Attorney, that the PRA “**does not prohibit an individual from serving as a member of the board of directors of a community services district and as a director of a homeowner’s association.**” Rather, the only applicable limitation is that “**if a homeowner’s association is a source of income or other economic interest to the individual, he or she may not participate in any district decision if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from the effect on the public generally, on the homeowner’s association.**”<sup>4</sup> (See [Attachment 4.](#))

Therefore, it is well-established that the duties associated with membership on the HOA Board are not inherently or generally deemed inconsistent with or incompatible to the duties resulting from being a member of the District Board under State law. In other words, there is no inherent or categorical unlawful conflict of interest resulting from individuals serving as members of both the District and the HOA Board of Directors at the same time, and any suggestion to the contrary is incorrect.

Nevertheless, in order to provide further assurance against a potential conflict of interest in the future arising in connection with an individual District decision having a direct impact upon the HOA, the District will be taking the following actions: (i) considering adoption of a Conflicts of Interest Code applicable to all District Board members intended to identify and provide for recusal from decisions where a conflict of interest might arise, (ii) adoption of a policy requiring the recusal of District Board members who are also serving on the HOA Board of Directors from actions involving contracts with or payments to the HOA, and (iii) requesting that the HOA adopt a policy limiting the number of District Board members who may serve on the HOA Board at the same time to not more than two (2) individuals.<sup>5</sup>

---

<sup>3</sup> Gov. Code §§ 1099; 1126.

<sup>4</sup> *Gale Guthrie* (September 16, 1998) Cal.Fair.Pol.Prac.Com.Adv. I-98-209, 1998 WL 671300.

<sup>5</sup> As noted above, the District does not believe it can disqualify someone from holding elective office simply because a conflict may arise in the future with respect to a specific decision to be made by that elected official. Such a blanket prohibition is unconstitutional and deprives one of their right to pursue elective office. Any perceived or actual conflict of interest on a specific matter can and will be properly addressed through recusal when such issues arise on a case-by-case basis. The HOA Board, however, as a private body, has broader power to set its requirements for service on that private body, and the District has encouraged the HOA Board to use that power to limit the number of individuals simultaneously serving on both the District Board and the HOA Board. Obviously, implementing such a policy is not within the control of the District.

4. **Traffic Patrol and the Decoy Vehicle. This Service Is a Latent Power That Has Been Granted to the District. Pursuant to the General Powers of a Community Services District, the District Has the Right, Without Further LAFCo Approval, to Contract for This Service With a Public Body or to Perform This Service Itself. The District Plans to Limit the Exercise of This Power to Performance by the District Going Forward. If the District Decides to Resume Use of CHP, the County Sheriff’s Office, or Other Public Entity for Traffic Patrol Within the District’s Boundaries at a Later Time, the District Will Notify LAFCo of That Decision Before Initiating That Third Party Service.**

The draft MSR acknowledges that the District is authorized to provide “enhanced traffic patrol under the provisions of a contract with the California Highway Patrol” as one of the District’s latent powers, as opposed to a general power, that has been expressly authorized by LAFCo. (Draft MSR, p. 10.) Chapter 5 of the Community Services District Law (Ch. 5 is codified in Government Code Sections 61060 through 61070), lists the general powers of a community services district, which are conferred by the legislature under statutory law and are not subject to prior approval of LAFCo before being exercised. One of those general powers includes the power to “contract with *any* local agency, state department or agency, federal department or agency, or any tribal government for the provision by or to the district of any facilities, services, or programs” authorized by law.<sup>6</sup> However, if services are being provided beyond a local agency’s boundaries, LAFCo must first approve the provision of extraterritorial services.<sup>7</sup> Accordingly, it is settled law that a district may exercise its powers itself or contract them out to other public agencies to provide services.

The District understands that LAFCo staff places specific emphasis on the phrasing that the District’s traffic patrol power may be implemented by a contract with the CHP. But that is merely an expression of **one manner** in which the power may be exercised and simply reflects that this was the manner of implementation contemplated at the time this power was confirmed to the District. To now try to limit the delivery of that service to **only** a third party agreement with the CHP is not an accurate reflection of the law and serves no public purpose. Any reference to a provider in the description of a latent power granted to the District (such as CHP) is merely surplusage and descriptive of but one option for the manner of providing that service, and there is no reason to try to construe that language as an “implicit” limitation on the District’s inherent general powers. The purpose and goal of the District (and presumably LAFCo) should be to provide these services to the community in any lawful manner that is efficient and effective; the object should not be to try to unnecessarily parse words in a way that frustrates the intended delivery of public services to the community. Again, it is the District’s desire and request that LAFCo staff work with the District to ensure that these powers can be exercised to the maximum

---

<sup>6</sup> Gov. Code § 61070.

<sup>7</sup> Gov. Code § 56133.

extent possible for the benefit of District residents consistent with the resources that have been made available to the District and applicable law.

With respect to the legal error underlying the draft MSR's analysis of this issue, it is clear under the applicable statutes that when a community services district has received LAFCo approval to exercise a latent power, the district has the **inherent power** under Government Code Section 61070 to decide whether to provide the service itself or contract with another local agency for the provision of such service.<sup>8</sup> Indeed, the California Attorney-General opined that where a community services district has received approval from LAFCo to exercise its latent power to provide police protection and law enforcement services within its boundaries, that district could provide such services itself or contract with other local agencies to provide the same.<sup>9</sup> The draft MSR fails to acknowledge this controlling legal authority or to apply it to the facts before it.

To restrict a community services district's latent power to provide an authorized service to one specific local agency (and even prevent the district from exercising the authorized service on its own) is **contrary to statutory law** and an improper reading of a community services district's general powers under Government Code Section 61070. A latent power is defined as those services and facilities authorized by LAFCo under Government Section 61100 *et seq.*<sup>10</sup> Whether a community services district chooses to exercise such service itself or contract out that service in accordance with Government Code Section 61070 is part of a district's general powers and within its own discretion, and is not subject to LAFCo's prior approval. To conclude otherwise would lead to absurd results. For example, if the cost of CHP's traffic patrol services increased by 200% in two years, would the District be prohibited from terminating that contract and entering into another, more cost-effective contract with the Ventura County Sheriff? Based on LAFCo staff's interpretation, the District would be prohibited from terminating the contract, or face losing the latent power, thereby subjecting itself to liability for waste and gift of public funds, among other unintended impacts. In this case, the District's lawful and appropriate decision not to renew the contract with CHP which, as demanded by CHP, included new language exculpating CHP from any and all liability for its actions, points to the necessity of the latitude provided to a community services district in the manner of providing its authorized services. Doing so should not be grounds for an attempted cancellation or other restriction on the power that has been granted to the District.

Furthermore, once a community services district is authorized by LAFCo to exercise a latent power, it may exercise such power, or choose not to exercise that power for one or more periods of time, without further LAFCo review or forfeiture of the granted power.<sup>11</sup> While it is true that a community services district *may* divest itself of an authorized latent power by following the procedures set out in Government Code Section 61107, the divestiture of an authorized latent power does not occur automatically by operation of law simply because one third party contract

---

<sup>8</sup> See, e.g., 95 Ops.Cal.Atty.Gen. 26 (June 1, 2012).

<sup>9</sup> *Id.*

<sup>10</sup> Gov. Code § 61102.

<sup>11</sup> Gov. Code § 61106.

expires. Such an interpretation of the law would render Government Code Sections 61107 and 61070 meaningless. Surely, it is not LAFCo's purpose or intent to unnecessarily limit the ability of the District to perform valuable public services by an inflexible reading or interpretation of the powers that have been granted to the District.

In this case, the District does not dispute that its traffic patrol contract with CHP expired in 2013. The District has, however, continued to exercise this authorized service itself subsequent to 2013 with the purchase of the decoy vehicle, which acts as a deterrent for potential traffic violations (such as speeding or failure to stop at stop signs), and the use of rented traffic cameras.

The draft MSR also states that the District authorized the HOA to use its own security personnel for traffic patrol and radar enforcement, with the HOA assuming costs, though not ownership, of the decoy vehicle. The draft MSR concludes that the District is improperly transferring its services to the HOA. (Draft MSR, p. 12.)

While the District does not agree with the draft MSR's characterization of this relationship with the HOA, in order to eliminate any confusion or concern with respect to the manner of the District's exercise of its traffic patrol powers, the District will voluntarily agree to no longer authorize the HOA or its security personnel to operate the decoy vehicle at any time or for any purpose. In fact, the District has already terminated any further HOA access to the decoy vehicle. Going forward, the District will be hiring its own staff member to conduct traffic patrol and to operate the decoy vehicle even though this may result in a less efficient use of resources than optimal. Any future traffic enforcement activities of the HOA will be kept entirely separate from any actions of the District with respect to its traffic patrol efforts.

In addition, questions were raised with respect to the decoy vehicle's decals and potential confusion surrounding the "State of California" wording on the door of the decoy vehicle. Please note that the vehicle does not use the State's seal or any other emblem to represent that the vehicle belongs to the State. Nonetheless, to avoid any further confusion, the District will be removing any reference to "State of California" on the vehicle body.

5. **Emergency Medical Services / Emergency Medical Training / Emergency-Related Services. Again, This Is a Latent Power That Has Been Granted to the District and That the District Wishes to Exercise for the Benefit of Its Residents. The Draft MSR Again Tries to Restrict the Manner of Delivery of This Service to Use of Only the LAFD. But That Is Not Consistent With the Inherent Powers of The District or Applicable Law, And Reflects an Inexplicable Goal of Unnecessarily Limiting the District's Effectiveness Rather Than Seeking to Maximize the Benefit the District Is Able to Provide to Its Residents and the County's Constituents.**

The draft MSR acknowledges that the District is authorized to provide emergency medical services under provisions of a contract with LAFD. (Draft MSR, pp. 10-11.) However, the draft MSR also

states that the District is unable to produce or confirm such a contract and that the District appears not to be exercising this power because no funds have been expended on such contract services. The draft MSR also points out that emergency medical services have been recently provided to the District by LAFD by means of a contract between LAFD and Ventura County Fire Protection District (“VCFPD”). (*Id.*)

As with the discussion above concerning traffic patrol services, the District believes the law is clear that, based upon the latent power granted to the District, the District has the power to provide emergency medical services, not merely through a contract with LAFD, but in its own right. The language concerning the LAFD is only **one means** of providing this service, but it is **not the only means**. The District has the **inherent right** to also provide these services directly to District residents rather than contract out the services. That includes providing emergency medical training such as CPR classes for community members and the purchase of an emergency vehicle for use during emergencies. **The CPR classes and the emergency vehicle are instrumental in responding to cardiac arrests and fires in the District when first responders are still traveling to the District.** Failure of the District to act awaiting for a response during such emergencies can be a matter of life or death for District residents. The suggestion that the District does not have the right to provide these services directly, or that such services have not been provided or have been terminated, are without foundation in the law or the facts.

**6. Leasing of Community Recreation Recreational Facilities. Leasing of HOA Facilities for Purposes of Conducting Recreational Programs and Improving Those Facilities in Connection with that Community Service Is Clearly a Permitted and Proper Purpose. The Inherent Power of the District to Enter into Real Estate Transactions of this Nature was Previously Confirmed in Writing to the District by LAFCo.**

As stated in section A.1 .above, the District organizes, promotes, and conducts community recreation programs within the community. These recreation events and programs take place within the community at locations that are owned, leased, licensed or otherwise made available to the District. Government Code Section 61060(d) provides that the District has the general inherent power to acquire any real or personal property by contract or otherwise and to manage, occupy, and dispose of such property for the benefit of the District. This understanding of the District’s inherent authority to acquire an interest in real property was confirmed by LAFCo’s then-executive officer, Ms. Kim Uhlich, by written correspondence delivered to the District in 2009. (See [Attachment 5.](#)) Now, **some 12 years later**, without discussion or explanation, Mr. Luoma directly contradicts his predecessor in an effort to unnecessarily and inexplicably limit the functioning of the District in the manner that his predecessor supported and encouraged.

Other than the small multi-use parcel owned by the District, all of the common area locations within the District’s boundaries, including the community park (“Park”), community center, and trails, are owned by the HOA. As a result, if the District puts on a recreation event or program, as it is authorized to do, the District is required to secure access to these areas for this purpose. There



is no other physical location for such events and programs to occur. In response to this situation, the District desires to enter into a lease (the “HOA/CSD Lease”) with the HOA for the use and improvement of the Park and certain trails in furtherance of its authorized power to provide recreation programs and services to the District’s residents. (See [Attachment 6](#)). Based upon the District’s well-supported position that the District has the inherent or general power to enter into a lease of recreational facilities in the discharge of its existing powers, an inherent power that has previously been confirmed by LAFCo, any further objection to the HOA/CSD Lease should be withdrawn by LAFCo staff.

However, in a spirit of cooperation, if LAFCo staff recommends or prefers that additional latent powers should be activated in connection with the HOA/CSD Lease, including the latent power in Government Code Section 61100(e) providing a community services district with specific authority to “acquire, maintain, and operate recreation facilities, including parks and open space, in the same manner as recreation and park districts”, then the District is more than happy to cooperate with LAFCo to activate this power. As with any other concerns LAFCo may have, the District is ready and willing to cooperate with LAFCo wherever requested. We simply need a willing partner to provide guidance on how LAFCo would like to see this arrangement documented to LAFCo’s satisfaction. In a similar vein, if LAFCo is willing to discuss any other latent powers it would like to see activated in connection with the functioning of the District, this would be a perfect time to have that discussion, and the District will be happy to promptly pursue the activation of those powers with LAFCo’s guidance and assistance. This item simply does not need to be approached in an adversarial manner, assuming there is a shared goal of assuring the efficient delivery of appropriate public services to the community.

7. **Acquisition Of Triunfo Sanitation District Property. As Set Forth Above, the District Has the Inherent General Power to Acquire Real Property for a Public Purpose, Namely, the Purpose of Providing Community Recreational Programs and Services. The District’s Acquisition of Property, Which Is Adjacent to and the Only Means of Access to the Park, Furthers Its Interest in Being Able to Provide Recreational Programs. Further, The District’s Efforts to Acquire This Surplus Triunfo District Property, Which is Now Being Objected to by LAFCo Staff, Was Previously Endorsed by Supervisor/Commissioner Parks and Cited as an Example of Effective Public Entity Cooperation.**

The draft MSR asserts that the acquisition of a parcel of property adjacent to the Park for recreational uses is unauthorized, and that doing so would require the District to first apply for a latent power with LAFCo for the acquisition of recreation facilities, including parks and open space, pursuant to Government Code Section 61010(e). (Draft MSR, p. 16.) Such an assertion in the draft MSR might be appropriate if the District did not already have the latent power to provide community recreation programs. However, that is not the case, **as the District indisputably has been granted the power to provide recreation programs**. Further, as discussed in detail above, and as previously confirmed to the District by the previous Executive Officer of LAFCo, the

District has the general power under Government Code Section 61060(d) to acquire the Triunfo property without LAFCo authorization, as, in the words of Ms. Uhlich, the decision to enter into “real estate transactions would not be subject to LAFCo purview”. (See [Attachment 5](#).)

In this case, the District has long leased the Triunfo parcel without objection or issue. The Triunfo parcel is a surplus land parcel that Triunfo has determined it does not need and would be willing to permanently dispose of. Triunfo and the District have been discussing the District’s acquisition of the parcel because such access is the only access to the Park, and, without control over access to the Park, the District recreational activities, such as the Halloween event, “Endless Summers”, and movie nights, would be jeopardized.

What is particularly confusing here is that, in the past, LAFCo has been supportive of the District’s efforts to acquire the Triunfo property. In fact, Supervisor/Commissioner Parks even went so far as to say that she “encourages [Triunfo] to similarly transfer to the Bell Canyon CSD at no cost the excess [Triunfo parcel] for free and continue [Triunfo’s] good government practice of putting the public good before profit. This government to government transfer of excess land should be conditioned to be cost neutral to [Triunfo]. This transfer will be a welcomed and appreciated amenity to the Bell Canyon community.” (See [Attachment 7](#).)

Nonetheless, Mr. Luoma took it upon himself, without notice to the District, to directly contact Triunfo and direct it not to proceed with the possible transfer of the Triunfo parcel to the District. This action was in direct contradiction of the law and the previous recommendation of Supervisor/Commissioner Parks, and was an action completely outside the authority or responsibility of LAFCo. Again, this apparent opposition to the effective delivery of public services and benefits is inexplicable, and LAFCo staff should be directed to immediately cease any further interference in the discussions between Triunfo and the District for the transfer of this surplus land to the District.

**8. Security Services/Graffiti Abatement. The District Has Unquestionably Been Granted the Powers Of Security Services and Graffiti Abatement and Has Exercised Those Powers From Time to Time. The Claim in the Draft MSR That Those Powers Have Been Lost or Abandoned by the District Is Not Consistent With the Law or the Facts.**

The draft MSR acknowledges that LAFCo has authorized security services and graffiti abatement as latent powers of the District. The District has, in turn, exercised this power in the purchase of a decoy traffic enforcement car and emergency vehicle to deter real property crimes such as theft and graffiti. Nevertheless, the draft MSR suggests these powers should be terminated because they have not been continuously exercised. As set forth above, activated powers are not lost simply because there is a period of interim non-use.<sup>12</sup> Further, there is no explanation for why LAFCo staff is seeking to adopt the most limiting interpretation or application of the District’s powers or

---

<sup>12</sup> Gov. Code § 56133.

to unnecessarily terminate such powers. There is no reason for such an adversarial approach, and, from the results of the hearing, it does not appear to be the Commission's desire to interfere with or limit the District's operation and effectiveness.

**9. Multi-Use Parcel. The Multi-Use Parcel (Also Sometimes Referred to as the Bus Stop Parcel) Acquired by the District From the County of Ventura, Which is Deed-Restricted, Has Been and Will Continue to Be Used for a Variety of Recreation Programs and Community Events Hosted by the District. The District Does not Understand Why the Acquisition and Use of this Property by the District, Which Occurred Over 13 Years Ago, is Now Being Belatedly Raised as an Issue in the Draft MSR.**

The draft MSR states that the District has no authority to own, manage, operate, or maintain a bus stop.<sup>13</sup> Again, Government Code Section 61060(d) provides that the District has the general power (not subject to LAFCo's prior approval) to acquire any real or personal property by contract or otherwise and to manage, occupy, and dispose of such property for the benefit of the District. Further, the District's grant of the land from the County of Ventura which is at issue here occurred in **2008**. Now, some **13 years later**, the draft MSR seeks to make an issue out of this action without explanation for the delay, without reconciliation with the prior endorsement of the District's operation by LAFCo, and without reference to the fact that Mr. Luoma's predecessor, Ms. Kim Uhlich, expressly acknowledged in writing that this was a proper action by the District. (See [Attachment 5](#).)

The improvement of the land for the bus stop was through a grant from the Boeing company. When the District asked LAFCo in 2013 whether the District needed latent power approval from LAFCo for the installation of a porta-potty on the land at issue, LAFCo's then-executive officer Ms. Kim Uhlich replied no. (See [Attachment 8](#).) Furthermore, the District's acquisition of the land was not simply for use as a bus stop; **this land is for the public purpose of providing open space for the community's use and serves as a location for community events, recycling collection area during clean up events, recreational activities and other permitted District functions**. Current maintenance of this parcel is provided by the HOA due to staffing limitations at the District, but there is nothing improper in this action, which results in the enhancement rather than dilution of District services and resources. Such acquisition of public land from the County to the District for the use of such land for a public purpose was heartily endorsed by Supervisor Parks as a positive result in 2012. (See [Attachment 7](#).)

---

<sup>13</sup> The District does not agree that the draft MSR's election to refer to this multi-use parcel as a "bus stop" fully or fairly characterizes the use of this property or its purpose, but will use this terminology just for consistency with the terminology of the draft MSR.

It should further be noted that the District's acquisition of the land at issue here **via lease** predates 2005, when the laws were amended regarding a district's latent powers. Thus, the District had been exercising and continues to exercise its interest in real property as an authorized power.

**10. Fire-Safe Council Grant: The District's Application for and Grant of \$37,000 From the State of California for Fire Safety Is Authorized As Part of Emergency-Related Services/Security Services. Statutory Law and the State of California Procedural Guide for this Program Specifically Authorize the District to Apply For and Receive Grant Funds.**

The 2005 MSR of the District affirmed the District's ability to pursue and provide for grants. Moreover, the grants applied for and received in December 2020 from the State of California related to fire safety is being passed through from the District and given to and administered by the Fire Safe Council, a separate 501(c)(3) entity. It is worth noting that the District so far has only received and passed through approximately \$8,000 of the \$37,000 grant award. Government Code Section 61116 specifically authorizes community services districts to receive grant funds from any public or private agency in furtherance of the district's purposes. Further, the Procedural Guide issued by the State of California for this program specifically provides that Community Services Districts are one of the public bodies that are authorized to apply for these grants. (See [Attachment 9a](#) (page 4); also, <https://www.fire.ca.gov/media/hrwgvghb/fire-prevention-grants-fy20-21-and-fy21-22-procedural-guide-final.pdf> .)

The District believes that its ability to receive the aforementioned grant as a pass-through as part of its emergency and security services related to the protection of lives and property is clearly within its authorized powers and clearly endorsed by the State of California. Only a few years ago, the community and surrounding areas were ravaged by the Woolsey fire. It is also important to note that the entirety of the District's boundary is within a very high fire hazard severity zone, as determined by the State of California, and any emergency responders have one access road via Los Angeles County to access the entirety of the District. (See [Attachment 9b](#).) Thus, to suggest that the District is not responding in a responsible way to the safety and security concerns of its community is tone deaf at best. How is it possible that LAFCo staff could now view this as a legitimate grounds for criticism of the District, given the recent history of the community and the range of authority that has been vested in the District? Accordingly, we would request the Commission to direct staff to drop further objection to the District's efforts to protect its residents in this manner.

Nevertheless, in an effort to be responsive to any concerns LAFCo may have, should LAFCo wish for the community to forgo the future benefit of these funds, the District will return any unused funds remaining from this grant. However, it is hard to understand why this is required by the terms of the District's authority, or how such an action can be fairly described as in the public interest..

**11. The District's Audit and Accounting Procedures: The District's Auditors Are Currently Reviewing the Draft MSR Regarding Its Claims of Inappropriate Budgeting and Accounting Procedures and Will Provide a Separate Response. The District Will Also Arrange for a Meeting Between the District's Auditors and LAFCo staff at District Expense to Address Any LAFCo Concerns if LAFCo Believes That Would Be Helpful.**

The draft MSR also claims that the District's annual audit contains certain deficiencies, including an annual budget providing for certain Community Emergency Response Team (CERT) funding where such expenditures never occurred, but were in fact made for restroom maintenance, and that there is no adequate documentation or records of the transfer of such budgeted funds to a different purpose. (Draft MSR, pp. 17-18.) The draft MSR also raised other concerns regarding comparisons between budget to actual expenditures, as well as the auditing categories of such expenditures.

The District's auditors are currently reviewing the points raised in the draft MSR, and the District and its auditor will provide a separate written response to the concerns raised. If LAFCo would find it helpful, the District will also arrange for a direct meeting between the District's auditors and LAFCo staff, at District expense.

**C. NEXT STEPS: DISCUSSION AND RESOLUTION OF MATTERS RAISED BY THE DISTRICT**

With the information, clarification, and documents provided as part of this letter, **the District requests to meet with LAFCo staff and its legal counsel to follow up on the Commission's express direction to discuss and work through the open issues.** Our hope is that, through this process, we can carefully review all open items, resolve any factual or legal differences, minimize the number of open issues, and return to the Commission with a limited and focused discussion of any remaining unresolved items and a set of consensus recommendations to deal with those issues. We are ready and willing to move forward with this process and anxious to meet with LAFCo staff and legal counsel at the earliest opportunity.

However, we are concerned that Mr. Luoma has already signaled that, notwithstanding the Commission's clear direction, he is not open to undertaking this process, or at least is not willing to undertake it with an open mind and constructive attitude. Attached as [Attachment 10a](#) is Mr. Luoma's response to the District's initial September 14, 2021 letter (prepared in summary form and on short notice since staff declined to share the draft report with the District for meaningful review prior to release to the public) laying out the District's preliminary concerns and objections with the draft MSR. In response to the District's September 14 letter, Mr. Luoma provided a cursory and immediate response stating that no changes to the draft MSR were needed, and that he saw nothing to discuss in the District's letter.

In response, the District President Dennis Roy assured Mr. Luoma that the District wanted to work cooperatively and constructively on this matter. The District's then-Vice President Michael Glassman also communicated with Mr. Luoma, informing him that Mr. Glassman was leaving office and asking Mr. Luoma to take a constructive approach to future discussions. Again, Mr. Luoma responded curtly stating that **"LAFCo staff will not be working with the [District] to resolve any of the issues raised in the MSR"**. (See [Attachment 10b.](#))

Based on the aforementioned communications, the District is unsure whether Mr. Louma intends to engage in a meaningful or fair review of the issues raised and requests that the Commission allow its legal counsel, Mr. Luoma, or Mr. Luoma's designee (if the Commission believes that Mr. Luoma would not approach the issues in a fair, objective, and open-minded manner) to meet with the District so we can resolve as many issues as possible in a timely manner and in a way that meets LAFCo's requirements.

In summary, the District would suggest the following as action items:

1. That the Commission provide any further initial direction to LAFCo Staff and its legal counsel deemed appropriate by the Commission based upon this letter and reiterate to LAFCo Staff and its legal counsel the Commission's direction that it wishes to have all open items resolved through a fair, objective and open-minded dialogue directly between LAFCo staff and legal counsel and the representatives and legal counsel of the District;
2. That the Commission representatives, including its legal counsel, thereafter promptly meet with the District's representatives and its legal counsel to discuss all open issues, including all differences in factual understandings or applicable legal standards and requirements, in an effort to resolve those differences.
3. That, for any matters that cannot be resolved by such discussion, that LAFCo staff cooperate with the District in identifying any remedial measures or steps that staff would recommend to address its concerns while preserving, to the maximum extent possible, the ability of the District to provide a full range of services to the District's residents and the County's constituents, consistent with the District's authorization, as it may exist or may be supplemented through activation of latent powers, so that the District can perform the useful public functions for which it was formed.
4. That, for any remaining open items, direct LAFCo staff to work with the District to prepare a clean and balanced summary of all open items and any competing recommendations for their resolution for presentation to the Commission for further action within the 6-month period set out by the Commission.
5. That the Commission designate one or more its members, such as the Commission Chair, who will be available to provide guidance and direction in the implementation of this



process as the District and LAFCo staff work through the multitude of issues that have been raised by the draft MSR.

**D. MR. ZIMAN'S LETTER, WHICH WAS WRONGFULLY INCLUDED IN LAFCO'S DRAFT MSR STAFF REPORT, IS IRRELEVANT TO THE ISSUES AT HAND AND SHOULD BE REMOVED FROM THE STAFF REPORT RECORD.**

Finally, although this point has been extensively discussed in prior correspondence and at the September 15 hearing before the Commission, the District again notes that it is also extremely disappointed and perplexed by the decision to include Mr. Ziman's letter dated August 15, 2021 into the District's Sphere of Influence and draft MSR staff report. It appears that the August 15, 2021 letter was originally sent to Supervisor Parks in her capacity as a Ventura County Supervisor, and not in her capacity as a LAFCo commissioner. Mr. Ziman then apparently sent the August 15, 2021 letter again, either on his own or under direction, via fax to LAFCo on August 22, 2021. Mr. Ziman's letter refers to an audit of the District as his purpose for sending the letter but makes no mention of the District's draft MSR or Sphere of Influence. In fact, out of the numerous references to two District board members, all of the references are connected to the HOA and not the District. None of the claims refers to either the District board members in their capacity as board members or the actions of the District. The numerous allegations and defamatory content of the letter refers to either the deeply personal matters of the individuals attacked or the private issues of the HOA. None of this serves any useful purpose in the context of the draft MSR and is not relevant to any legitimate use of the draft MSR. Nevertheless, Mr. Luoma elected to make this a matter involving the public and republished these defamatory claims as a part of the draft MSR. This was not a decision that required immediate response by Mr. Luoma, as this letter was received well in advance of the release of the draft MSR, but was a decision made after conscious reflection on the contents of this letter and its impact on the affected individuals. Surely, the inclusion of this irrelevant and defamatory letter in the draft MSR is not representative of the Commission's collective decision or its values and objectives.

Mr. Luoma stated that Mr. Ziman's letter was a public record and therefore disclosable to the public, even though it contained extremely personal and private information. However, under the Public Records Act, not all documents owned, maintained, or received by LAFCo constitute a disclosable public record that can or should be published. In fact, the Public Records Act contains an exhaustive list of public records exempt from public disclosure, due to either security, safety, confidentiality or privacy concerns, among others.<sup>14</sup> It is important to note that Mr. Ziman **specifically requested that the communication be treated as confidential**. Where appropriate, a public entity can and should protect confidential information from public dissemination even though it may be a public record kept by the entity.<sup>15</sup> Accordingly, we reiterate the District request

---

<sup>14</sup> Gov. Code §§ 6254 – 6254.35.

<sup>15</sup> Evid. Code § 1040.

Honorable Chair and Commissioners of LAFCo  
November 4, 2021  
Page 20

that this letter be excised from the draft MSR and be excluded from any further reports or recommendations prepared with respect to this Sphere of Influence/MSR review.

**E. CONCLUSION**

We hope that this letter provides the additional information necessary to explain the District's position that the draft MSR contains significant factual and legal inaccuracies that need to be discussed and addressed. At the very least, we hope that this letter will serve as a useful tool in a further dialogue between LAFCo staff and its legal counsel and the District representatives on numerous issues raised in the draft MSR. Thank you for your time and consideration. If you have any further questions, please contact me via email ([plee@awattorneys.com](mailto:plee@awattorneys.com)) or phone (949)250-5415.

Sincerely,

ALESHIRE & WYNDER, LLP



Pam K. Lee

PKL

Copy: Alberto Boada, LAFCo Legal Counsel(via email)  
Dennis Roy, District Board President (via email)  
Judith Lantz, District Board member (via email)  
Richard Levy, District Board member (via email)  
Eric Wolf, District Board member (via email)  
Dennis Zine, District General Manager (via email)



**ATTACHMENT 1**

Bell Canyon Community Services District  
Transaction Detail By Account  
July 2015 through June 2021

Type	Date	Num	Name	Memo	Debit	Credit	PAID TO:
Check	10/28/2015	1147	EVENTS:SHREDDING	ONSITE SHREDDING SERVICE	500.00		ASSURANCE SHREDDING
Check	05/01/2016	1199	EVENTS:SHREDDING	4/23/16 SHRED EVENT	800.00		ASSURANCE SHREDDING
Check	09/28/2016	1252	EVENTS:SHREDDING	ONSITE SHREDDING SERVICE	600.00		ASSURANCE SHREDDING
Check	04/12/2017	1329	EVENTS:SHREDDING	ONSITE SHREDDING SERVICE 4/1/17	600.00		ASSURANCE SHREDDING
Check	10/11/2017	1399	EVENTS:SHREDDING	ONSITE SHREDDING SERVICE 9/30/17 BC CL	600.00		ASSURANCE SHREDDING
Check	03/02/2018	1446	EVENTS:SHREDDING	SHREDDING 3/17/18	600.00		ASSURANCE SHREDDING
Check	06/20/2018	1495	EVENTS:HALLOWEEN	HALLOWEEN CARNIVAL	2,003.00		ZEBRA ENTERTAINMENT
Check	06/20/2018	1489	EVENTS:MOVIES IN THE PARK	9/1/18 MOVIE SCREEN	615.93		FUNFLUX OF SO CAL
General Journal	06/30/2018		PETER YU	Reclass prepaid expense for Zebra Entertainment for 2018 Halloween		2,003.00	
General Journal	07/01/2018		REV	PRIOR YR Reclass prepaid expense for Ze	2,003.00		
Check	08/02/2018	1506	-MULTIPLE-	-MULTIPLE-	135.91		PIP PRINTING
Check	08/30/2018	1521	EVENTS:ENDLESS SUMMER	LIVE BAND	3,250.00		UNDERCOVER LIVE ENTERTAINMENT
Check	08/30/2018	1520	EVENTS:ENDLESS SUMMER	RIDES/ENTERTAINMENT	1,150.85		ZEBRA ENTERTAINMENT
Check	08/30/2018	1518	EVENTS:ENDLESS SUMMER	SOCIAL HALL RENTAL FOR ENDLESS SUMMI	600.00		BELL CANYON COMMUNITY CENTER
Check	08/30/2018	1519	EVENTS:ENDLESS SUMMER	ENTERTAINMENT	1,152.00		TEGAN COHAN-DAISY THE CLOWN AND COMPANY
Check	09/17/2018	1526	EVENTS:ENDLESS SUMMER	BALANCE ON LASER TAG	600.00		BELL CANYON ASSN- REIMBURSE GAMETRUCK INV 6284
Check	09/17/2018	1527	EVENTS:ENDLESS SUMMER	-MULTIPLE-	756.96		PIP PRINTING
Check	09/17/2018	1528	EVENTS:ENDLESS SUMMER	REIMB DREAMY CREATIONS STAFF FOOD	46.00		BELL CANYON ASSN- REIMBURSE DREAMY CREATIONS INV #167246
Check	09/17/2018	1529	EVENTS:ENDLESS SUMMER	STAFF & BAND FOOD	328.00		CORNUCOPIA CATERING
Check	09/17/2018	1530	EVENTS:ENDLESS SUMMER	-MULTIPLE-	5,992.75		AAA RENTS AND EVENTS
Check	09/20/2018	1535	EVENTS:HALLOWEEN	RIDES/GAMES	2,032.00		ZEBRA ENTERTAINMENT
Check	09/20/2018	1537	EVENTS:MOVIES IN THE PARK	#82793 BANNER	83.90		PIP PRINTING
Check	09/20/2018	1538	EVENTS:MOVIES IN THE PARK	-MULTIPLE-	877.83		BELL CANYON ASSN- REIMBURSE PARTYLIGHTS.COM
Check	09/20/2018	1536	EVENTS:MOVIES IN THE PARK	-MULTIPLE-		88.48	
Check	09/20/2018	1536	-MULTIPLE-	-MULTIPLE-	3,446.33		CSD UNION BANK CREDIT CARD-
Check	09/24/2018	1539	EVENTS:MOVIES IN THE PARK	9/1/18 MOVIE NITE CAMPOUT-THE PRINCESS	300.00		CRITERION PICTURES
Check	09/24/2018	1540	EVENTS:MOVIES IN THE PARK	VOID-SIB BE PAYABLE TO BCA	0.00		
Check	09/24/2018	1541	EVENTS:HALLOWEEN	9/21 A PACKAGED PARTIES-DECOR	181.00		BRIANNA WALKER- DECORATIONS
Check	10/10/2018	1555	EVENTS:SHREDDING	ONSITE SHREDDING SERVICE 9/29/18 BC CL	600.00		ASSURANCE SHREDDING
Check	10/10/2018	1546	EVENTS:MOVIES IN THE PARK	8/31-9/3/UNITED SITE-DELUXE RR-MOVIE NIT	345.35		BELL CANYON ASSN- REIMBURSE PORTABLE TOILETS- UNITE SITE
Check	10/10/2018	1545	EVENTS:ENDLESS SUMMER	9/19 MM COIN LAUNDRY-WASH TABLECLOTH	135.00		BELL CANYON ASSN- REIMBURSE WASH TABLECLOTHS
Check	10/10/2018	1544	EVENTS:HALLOWEEN	9/28 WALMART-SCISSORS,NEEDLES,THREAI	24.23		BRIANNA WALKER- DECORATIONS
Check	10/24/2018	1558	-MULTIPLE-	-MULTIPLE-	1,186.81		CSD UNION BANK CREDIT CARD
Check	10/24/2018	1562	EVENTS:HALLOWEEN	FRANCISCA(KIKA) WILSON-ARTS & CRAFTS	1,000.00		FRANCIS WILSON ARTS AND CRAFTS
Check	10/24/2018	1563	EVENTS:HALLOWEEN	#83554 SIGNS, VINYL BANNERS	726.14		PIP
Check	10/24/2018	1563	EVENTS:ENDLESS SUMMER	CREDIT FOR PREVIOUS OVERPAYMENT		135.91	
Check	10/24/2018	1564	EVENTS:HALLOWEEN	MUSIC SERVICES	800.00		DARIUS LAWRENCE
Check	10/24/2018	1565	EVENTS:HALLOWEEN	BALANCE DUE-ENTERTAINMENT	565.00		BIG RED ENTERTAINMENT
Check	10/27/2018	1568	EVENTS:HALLOWEEN	VOID: CHECK WAS RETURNED-DUP PMT BY	0.00		
Check	11/21/2018	1569	-MULTIPLE-	STMT#1-BCA STAFF-EVENT	0.00		
Check	11/21/2018	1571	EVENTS:HALLOWEEN	-MULTIPLE-	2,566.37		CSD UNION BANK CREDIT CARD
General Journal	01/09/2019		EVENTS:HEART 2 HEART	TO RECLASS VENDOR FOR 1099 ISSUE-HAPPILY EVER AFTER		315.00	
General Journal	01/09/2019		Happily Ever Laughter	TO RECLASS VENDOR FOR 1099 ISSUE-HAP	315.00		
Credit Card Cha	01/09/2019		EVENTS:HEART 2 HEART		315.00		HAPPILY EVER LAUGHTER
Credit Card Cha	01/10/2019		EVENTS:HEART 2 HEART		46.77		VISTA PAING
Check	01/16/2019	1598	EVENTS:EGGS TRAVAGANZA	MERRYGOROUND-DEPOSIT \$800.00 TTL	400.00		ZEBRA ENTERTAINMENT
Credit Card Cha	01/30/2019		EVENTS:HEART 2 HEART	NAPKINS, TASTING SPOONS	139.41		ULINE

Bell Canyon Community Services District  
Transaction Detail By Account  
July 2015 through June 2021

PAID TO:

Type	Date	Num	Name	Memo	Debit	Credit
Credit Card Cha	01/30/2019		EVENTS:HEART 2 HEART	PHOTO PAPER, PRINTER INK, CUPS, CANDY	295.49	AMAZON
Credit Card Cha	01/30/2019		EVENTS:HEART 2 HEART	BUTCHER PAPER ROLL	98.61	ULINE
Credit Card Cha	01/30/2019		EVENTS:HEART 2 HEART	CANDY	202.29	CANDY WAREHOUSE
Credit Card Cha	01/30/2019		EVENTS:HEART 2 HEART	DECOR	145.18	LION RIBBON
Credit Card Cha	01/30/2019		EVENTS:HEART 2 HEART	CANON PHOTO PRINTER	107.24	BEST BUY
Credit Card Cha	01/30/2019		EVENTS:HEART 2 HEART	EPSON WIRELESS PRINTER	75.06	BEST BUY
Check	01/31/2019	1603	EVENTS:HEART 2 HEART	1/28 WALMART-FISHING LINE FOR DECORAT	6.32	BELL CANYON ASSN
Check	01/31/2019	1604	EVENTS:HEART 2 HEART	1/28 JOANN-NEEDLES TO MAKE DECORATIO	7.65	BRIANNA WALKER
Check	01/31/2019	1605	EVENTS:HEART 2 HEART	1/27 MICHAELS-DECOR	163.53	BRIANNA WALKER
Check	01/31/2019	1606	EVENTS:HEART 2 HEART	#85018-VINYL BANNERS	167.80	PIP PRINTING
Credit Card Cha	02/04/2019		EVENTS:EGGSTRAVAGANZA	POP UP SHADE	237.98	AMAZON
Credit Card Cha	02/06/2019		EVENTS:HEART 2 HEART		340.00	HAPPILY EVER LAUGHTER
Credit Card Cha	02/07/2019		EVENTS:HEART 2 HEART	MINI HORSE FOR EVENT	250.00	MINI THERAPY HORSES
Credit Card Cha	02/08/2019		EVENTS:HEART 2 HEART	GLASS COOKIE & STORAGE JARS	19.93	DAISO JAPAN
Credit Card Cha	02/08/2019		EVENTS:HEART 2 HEART	DECOR & REFRESHMENTS	20.81	DOLLAR TREE
Credit Card Cha	02/10/2019		EVENTS:HEART 2 HEART	REFRESHMENTS	50.85	STARBUCKS
Credit Card Cha	02/10/2019		EVENTS:HEART 2 HEART	FOOD	286.11	SMART AND FINAL
Credit Card Cha	02/10/2019		EVENTS:HEART 2 HEART	FOOD	62.97	RALPHS
Check	02/19/2019	1612	EVENTS:HEART 2 HEART	ARTS & CRAFTS	1,000.00	FRANCISCA WILSON
Check	02/25/2019	1614	EVENTS:ENDLESS SUMMER	50% DEPOSIT- TOTAL \$6250.00	3,125.00	UNDERCOVER LIVE ENTERTAINMENT
Check	03/06/2019	1615	EVENTS:FALL/SPRING CLEANUP	#85587-VINYL BANNERS-MULCH DAY & SPRIL	156.04	PIP PRINTING
Check	03/06/2019	1616	EVENTS:HEART 2 HEART	EVENT STAFF-BRI 7.3 HRS, HUGO 6 HOURS	0.00	
Check	03/17/2019	1628	EVENTS:HEART 2 HEART	BCA STAFF: BRI & HUGO	700.00	BELL CANYON ASSN
Credit Card Cha	03/19/2019		EVENTS:EGGSTRAVAGANZA	EGG STUFFING	21.96	AMAZON
Credit Card Cha	03/19/2019	10810604	EVENTS:EGGSTRAVAGANZA	CANDY	398.40	CANDY WAREHOUSE
Credit Card Cha	03/19/2019		EVENTS:EGGSTRAVAGANZA	EGG STUFFING	321.55	AMAZON
Credit Card Cha	03/19/2019		EVENTS:EGGSTRAVAGANZA	DECOR	209.48	ORIENTAL TRADING
Credit Card Cha	03/20/2019	1377	EVENTS:EGGSTRAVAGANZA	PETTING ZOO ANIMALS	985.00	REPTACULAR ANIMALS CORP
Credit Card Cha	03/21/2019		EVENTS:EGGSTRAVAGANZA	EGG PRIZES	165.35	AMAZON
Credit Card Cha	03/21/2019		EVENTS:EGGSTRAVAGANZA	EGG STUFFING	36.92	BEST PSYANKY
Credit Card Cha	03/21/2019		EVENTS:EGGSTRAVAGANZA	PRIZES	315.75	THE TOY NETWORK
Credit Card Cha	03/25/2019	10000241	EVENTS:EGGSTRAVAGANZA	EASTER BUNNY	395.00	CELEBRATION SENSATION
Credit Card Cha	03/25/2019	000014	EVENTS:EGGSTRAVAGANZA	DECOR	71.21	MICHAEL'S STORES
Credit Card Cha	03/25/2019		EVENTS:EGGSTRAVAGANZA	REFUNDS-NOT AVAIL- DECOR		14.15
Credit Card Cha	03/26/2019		EVENTS:EGGSTRAVAGANZA	-MULTIPLE-	165.02	MICHAELS STORES
Check	03/27/2019	1632	EVENTS:EGGSTRAVAGANZA	#86013-VINYL BANNER	83.90	PIP PRINTING
Check	03/27/2019	1633	EVENTS:EGGSTRAVAGANZA	#86109 EGG HUNT RULE&INFO POSTERS	84.32	PIP PRINTING
Check	03/27/2019	1634	EVENTS:EGGSTRAVAGANZA	3/20 WALMART-PAINT & TAPE	25.53	BRIANNA WALKER
Check	03/27/2019	1635	EVENTS:EGGSTRAVAGANZA	ARTS & CRAFTS	1,000.00	FRANCISCA WILSON
Check	03/27/2019	1636	EVENTS:ENDLESS SUMMER	DEPOSIT-ENDLESS SUMMER- TTL \$8,987.00	4,493.50	ZEBRA ENTERTAINMENT
Credit Card Cha	03/27/2019		EVENTS:EGGSTRAVAGANZA	ASTRO TURF	805.00	AAA RENTS AND EVENTS
Credit Card Cha	03/27/2019		EVENTS:EGGSTRAVAGANZA	DECOR	24.09	DOLLAR TREE
Credit Card Cha	03/29/2019		EVENTS:EGGSTRAVAGANZA	EGG PRIZES	45.00	COLDSTONE CREAMERY
Credit Card Cha	03/29/2019		EVENTS:EGGSTRAVAGANZA	EGG PRIZES	75.00	MENCHIES
Credit Card Cha	03/29/2019		EVENTS:EGGSTRAVAGANZA	EGG PRIZES	55.35	MINISO DEPOT
Credit Card Cha	03/29/2019		EVENTS:EGGSTRAVAGANZA	EGG PRIZES	45.00	IN AND OUT BURGER
Credit Card Cha	03/29/2019		EVENTS:EGGSTRAVAGANZA	EGG PRIZES	132.85	TARGET
Credit Card Cha	03/29/2019		EVENTS:EGGSTRAVAGANZA	EGG PRIZES	60.00	STARBUCKS

Bell Canyon Community Services District  
Transaction Detail By Account  
July 2015 through June 2021

PAID TO:

Type	Date	Num	Name	Memo	Debit	Credit
Credit Card Cha	03/29/2019		EVENTS:EGGSTRAVAGANZA	EGG PRIZES	40.00	GAME STOP
Credit Card Cha	03/29/2019		EVENTS:EGGSTRAVAGANZA	DECOR	3.81	WALMART
Credit Card Cha	03/29/2019		EVENTS:EGGSTRAVAGANZA	DECOR	20.77	WALMART
Credit Card Cha	03/29/2019		EVENTS:EGGSTRAVAGANZA	DECOR	59.76	KAHOOTS
Credit Card Cha	03/29/2019		EVENTS:EGGSTRAVAGANZA	BALANCE ON MERRY-GO-ROUND	400.00	ZEBRA ENTERTAINMENT
Check	04/10/2019	1642	EVENTS:EGGSTRAVAGANZA	GAMES WITH KIDS	400.00	ALI MOEINAZAD
Check	04/10/2019	1643	EVENTS:EGGSTRAVAGANZA	BCA STAFF: BRJ,JENNI,MEL,LUIS,LEO	1,628.00	BELL CANYON ASSN
Check	05/08/2019	1653	EVENTS:SHREDDING	SHREDDING 4/6/19	600.00	WILLIAMS DATA MANAGEMENT
Credit Card Cha	07/08/2019		EVENTS:MOVIES IN THE PARK	POPCORN CART	246.66	AMAZON
Credit Card Cha	07/08/2019	5102075	EVENTS:MOVIES IN THE PARK	MOVIE SCREEN	756.37	FUNFLICKS OF SO CAL
Credit Card Cha	07/10/2019	BO160397	EVENTS:MOVIES IN THE PARK	DVD-RALPH BREAKS THE INTERNET	326.00	SWANK MOTION PICTURES
Check	07/22/2019	1677	EVENTS:MOVIES IN THE PARK	7/17 COSTCO LITES, UTENSILS	315.00	BELL CANYON ASSN- REIMBURSE COSTCO
Check	07/22/2019	1678	EVENTS:HALLOWEEN	DEPOSIT-HALL OWEEN-TTL \$5380.	2,890.00	ZEBRA ENTERTAINMENT
Credit Card Cha	08/06/2019		EVENTS:MOVIES IN THE PARK	TABLECLOTHS	114.32	AMAZON
Check	08/10/2019	1684	-MULTIPLE-	#87758 -DATE CHANGE FOR BANNERS	104.03	PIP PRINTING
Credit Card Cha	08/12/2019	697583304	EVENTS:ENDLESS SUMMER	DECOR	566.50	ORIENTAL TRADING
Credit Card Cha	08/12/2019		EVENTS:ENDLESS SUMMER	DECOR	83.97	AMAZON
Credit Card Cha	08/12/2019		EVENTS:ENDLESS SUMMER	MARQUEE LED SIGN-PLAY AT YOUR OWN R	51.37	AMAZON
Credit Card Cha	08/13/2019	278873712	EVENTS:ENDLESS SUMMER	STRING LIGHTS	294.88	COSTCO
Credit Card Cha	08/26/2019		EVENTS:ENDLESS SUMMER	TABLECLOTHS	158.91	WEDDING LINENS
Credit Card Cha	08/26/2019		EVENTS:ENDLESS SUMMER	FISHING LINE	36.76	AMAZON
Credit Card Cha	08/26/2019		EVENTS:ENDLESS SUMMER	CAUTION TAPE	26.25	HOME DEPOT
Credit Card Cha	08/26/2019	0-1729951	EVENTS:MOVIES IN THE PARK	RESTROOM, HAND WASHING STATION	414.91	UNITED SITE SERVICES
Credit Card Cha	08/29/2019		EVENTS:MOVIES IN THE PARK	STAKES, PROPANE TANK	115.02	HOME DEPOT
Credit Card Cha	08/29/2019		EVENTS:MOVIES IN THE PARK	PROPANE	21.87	HOME DEPOT
Credit Card Cha	08/29/2019		EVENTS:MOVIES IN THE PARK	4K UHD RALPH BREAKS THE INTERNET	32.84	TARGET
Check	08/30/2019	1699	EVENTS:ENDLESS SUMMER	BALANCE ON ENTERTAINMENT-ENDLESS S	4,493.50	ZEBRA ENTERTAINMENT
Check	08/30/2019	1701	EVENTS:ENDLESS SUMMER	-MULTIPLE-	574.27	PIP PRINTING
Check	08/30/2019	1702	EVENTS:ENDLESS SUMMER	FACE PAINTERS	1,224.00	TEGAN COHAN -DAISY THE CLOWN
Check	08/30/2019	1703	EVENTS:ENDLESS SUMMER	SOCIAL HALL & COURTYARD RENTAL	0.00	UNDERCOVER LIVE ENTERTAINMENT LLC
Credit Card Cha	08/30/2019		EVENTS:MOVIES IN THE PARK	BALANCE FOR BAND- TOTAL \$6250.00	3,125.00	WALMART
Credit Card Cha	08/30/2019		EVENTS:MOVIES IN THE PARK	SNACKS	40.30	WALMART
Credit Card Cha	08/31/2019		EVENTS:MOVIES IN THE PARK	FOOD SERVICE ITEMS	45.99	DAISO JAPAN
Credit Card Cha	08/31/2019		EVENTS:MOVIES IN THE PARK	CUTLERY ETC	28.43	PARTY CITY
Credit Card Cha	08/31/2019		EVENTS:MOVIES IN THE PARK	LANTERNS ETC	78.74	HOME DEPOT
Credit Card Cha	08/31/2019		EVENTS:MOVIES IN THE PARK	FOOD SERVICE ITEMS	23.00	DAISO JAPAN
Credit Card Cha	08/31/2019		EVENTS:MOVIES IN THE PARK	FOOD SERVICE ITEMS	10.95	DOLLAR TREE
Credit Card Cha	08/31/2019		EVENTS:MOVIES IN THE PARK	SDWLK CHALK	1.91	PAVILLIONS
Credit Card Cha	08/31/2019	\$102.29 TT	EVENTS:MOVIES IN THE PARK	-MULTIPLE-	102.29	TARGET
Credit Card Cha	08/31/2019		EVENTS:MOVIES IN THE PARK	DRINKS/SNACKS?	46.62	PAVILLIONS
Credit Card Cha	08/31/2019		EVENTS:MOVIES IN THE PARK	PANCAKE/WAFFLE MIX	3.99	SPROUTS
Credit Card Cha	08/31/2019		EVENTS:MOVIES IN THE PARK	GRIDDLE, CAST DOUBLE GRID, SYRUP	8.98	SPROUTS
Credit Card Cha	08/31/2019		EVENTS:MOVIES IN THE PARK	COFFEE TRAVELERS (BULK COFFEE)	64.09	WALMART
Credit Card Cha	09/01/2019		EVENTS:MOVIES IN THE PARK	BRAKFAST FOOD	53.85	STARBUCKS
Credit Card Cha	09/01/2019		EVENTS:MOVIES IN THE PARK	YARN	107.05	PAVILLIONS
Credit Card Cha	09/03/2019		EVENTS:HALLOWEEN	DECOR-SKULLS & MINI SKELETONS	10.93	TUESDAY MORNING
Credit Card Cha	09/03/2019		EVENTS:HALLOWEEN	4 PEOPLE, 28 HOURS @ 52.50 OT RATE	69.75	MICHAELS STORES
Check	09/04/2019	1704	EVENTS:MOVIES IN THE PARK		1,470.00	BELL CANYON ASSN

Bell Canyon Community Services District  
Transaction Detail By Account  
July 2015 through June 2021

Type	Date	Num	Name	Memo	Debit	Credit	PAID TO:
Check	09/04/2019	1705	EVENTS:MOVIES IN THE PARK	-MULTIPLE-	0.00		
Credit Card Cha	09/09/2019		EVENTS:HALLOWEEN	CANDLESTICKS,GOBLETTS,BOWLS	32.87		GOODWILL STORE
Credit Card Cha	09/12/2019		EVENTS:HALLOWEEN	DECOR-SKELETONS	4.38		DOLLAR TREE
Credit Card Cha	09/13/2019		EVENTS:HALLOWEEN	CLEANING TABLE CLOTHS	184.50		818 CLEANERS
Credit Card Cha	09/14/2019		EVENTS:HALLOWEEN	CANDELABRA	54.85		SUPER THRIFT
Check	09/18/2019	1709	EVENTS:FALL/SPRING CLEANUP	FALL CLEANUP	52.01		PIP PRINTING
Check	09/18/2019	1710	EVENTS:MOVIES IN THE PARK	8/29 COSTCO-FOOD	43.64		BELL CANYON ASSN- REIMBURSE COSTCO
Check	09/18/2019	1710	EVENTS:MOVIES IN THE PARK	8/30 COSTCO-RETURN OF FOOD & SYRUP		20.97	
Check	09/18/2019	1714	EVENTS:ENDLESS SUMMER	STAFF & BAND FOOD	267.00		DJS CALIFORNIA CATERING
Check	09/18/2019	1715	EVENTS:ENDLESS SUMMER	#01-116079-33 TABLES/CHAIRS	996.00		AAA RENTALS AND EVENTS
Check	09/18/2019	1716	EVENTS:ENDLESS SUMMER	STAFFING DAY OF EVENT-16 PEOPLE @35.9	4,281.08		BELL CANYON ASSN- STAFFING COSTS- SECURITY ETC
Credit Card Cha	09/18/2019		EVENTS:HALLOWEEN	DECOR-SKELETONS	7.67		DOLLAR TREE
Credit Card Cha	09/18/2019		EVENTS:HALLOWEEN	WOOD LETTERS	74.50		WALMART
Credit Card Cha	09/18/2019	0754	EVENTS:HALLOWEEN	MIN DEPOSIT-FORTUNE TELLER & STILT WA	565.00		BIG RED ENTERTAINMENT
Credit Card Cha	09/18/2019	0754	EVENTS:HALLOWEEN	BAL DUE-FORTUNE TELLER & STILT WALKER	570.00		BIG RED ENTERTAINMENT
Credit Card Cha	09/19/2019	1744322204	EVENTS:HALLOWEEN	LIGHT TOWER	459.93		UNITED RENTALS
Credit Card Cha	09/22/2019		EVENTS:HALLOWEEN	MIRRORS,CANDLE HOLDERS	162.06		DOLLAR TREE
Credit Card Cha	09/23/2019		EVENTS:HALLOWEEN	WIRE-CENTERPIECES	3.19		WAL MART
Credit Card Cre	09/24/2019		EVENTS:HALLOWEEN			52.56	
Credit Card Cha	09/25/2019		EVENTS:HALLOWEEN	RECEIPT MIA	37.09		WALMART
Credit Card Cha	09/25/2019		EVENTS:HALLOWEEN	3-\$244.73 TTL-SKELETONS,CANDLES,SPONK	93.67		MICHAELS STORES
Credit Card Cha	09/25/2019		EVENTS:HALLOWEEN	3-\$244.73 TTL-SKELETONS,CANDLES,SPONK	41.18		MICHAELS STORES
Credit Card Cha	09/25/2019		EVENTS:HALLOWEEN	SPRAY PAINT	27.16		WAL MART
Credit Card Cha	09/26/2019		EVENTS:HALLOWEEN	GHOST HANGING DECORATIONS	27.98		AMAZON
Credit Card Cha	09/27/2019		EVENTS:HALLOWEEN	3-\$244.73 TTL-SKELETONS,CANDLES,SPONK	109.88		MICHAELS STORES
Credit Card Cha	09/29/2019		EVENTS:HALLOWEEN	WEBBING SPRAY, FOLKART CRACKLE	34.88		MICHAELS STORES
Credit Card Cre	09/30/2019		EVENTS:HALLOWEEN	PAINT RETURNED		3.60	
Check	10/02/2019	1722	EVENTS:SHREDDING	ONSITE SHREDDING SERVICE SEPT 2019 BC	600.00		ASSURANCE SHREDDING
Check	10/02/2019	1724	EVENTS:HALLOWEEN	DJ, LIGHTING	1,500.00		REAL GENIUS ENTERTAINMENT
Check	10/02/2019	1725	EVENTS:MOVIES IN THE PARK	LIGHT TOWER	433.23		UNITED RENTALS
Check	10/02/2019	1726	EVENTS:HALLOWEEN	-MULTIPLE-	190.00		BRIANNA WALKER
Credit Card Cha	10/06/2019		EVENTS:HALLOWEEN	CRYSTAL BALL,CANDLES,CHARMS	55.72		AMAZON
Credit Card Cha	10/07/2019	6543865	EVENTS:HALLOWEEN	WRISTBANDS	90.93		WRISTCO
Credit Card Cha	10/08/2019		EVENTS:HALLOWEEN	BONES	29.16		BONE ROOM
Credit Card Cha	10/10/2019		EVENTS:HALLOWEEN	FLAMELESS CANDLES	59.13		MICHAELS STORES
Credit Card Cha	10/12/2019		EVENTS:HALLOWEEN	DECOR-CANDLESTICKS & CINDERELLA SHO	52.91		HOPE OF THE VALLEY
Credit Card Cha	10/12/2019		EVENTS:HALLOWEEN	DECOR	129.87		GOODWILL STORE
Check	10/16/2019	1735	EVENTS:HALLOWEEN	BALANCE ON RIDES (\$5380 TTL)	2,690.00		ZEBRA ENTERTAINMENT
Check	10/16/2019	1736	EVENTS:HALLOWEEN	FOR HAUNTED HOUSE	134.57		BELL CANYON ASSN- REIMBURSE HOME DEPOT
Check	10/16/2019	1737	EVENTS:HALLOWEEN	MEDIAN SIGNS	431.16		PIP PRINTING
Check	10/16/2019	1738	EVENTS:HALLOWEEN	-MULTIPLE-	281.02		BRIANNA WALKER
Credit Card Cha	10/16/2019		EVENTS:HALLOWEEN	RECEIPT MIA	72.88		AMAZON
Credit Card Cha	10/18/2019		EVENTS:HALLOWEEN	RECEIPT MIA	35.57		WALMART
Credit Card Cha	10/19/2019		EVENTS:HALLOWEEN	RECEIPT MIA	29.97		SUPER THRIFT
Credit Card Cha	10/19/2019		EVENTS:HALLOWEEN	RECEIPT MIA	88.97		SUPER THRIFT
Check	10/21/2019	1739	EVENTS:HALLOWEEN	-MULTIPLE-	266.37		BRIANNA WALKER
Check	10/21/2019	1741	EVENTS:HALLOWEEN	SHEETING FOR WALL REPAIR HAUNTED HO	101.78		ULINE
Check	10/21/2019	1742	EVENTS:FALL/SPRING CLEANUP	COFFEE/DONUTS CLEANUP EVENT	25.50		BILL SPEER

Bell Canyon Community Services District  
Transaction Detail By Account  
July 2015 through June 2021

PAID TO:

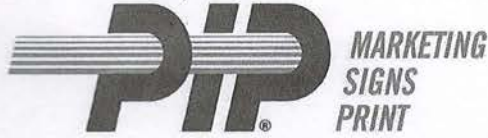
Type	Date	Num	Name	Memo	Debit	Credit
Credit Card Cha	10/21/2019		EVENTS:HALLOWEEN	SPEAKERS-HAUNTED HOUSE	81.57	WALMART
Credit Card Cha	10/21/2019		EVENTS:HALLOWEEN	DECOR, SUPPLIES	144.01	WALMART
Credit Card Cha	10/22/2019		EVENTS:HALLOWEEN	RECEIPT MIA	46.32	AMAZON
Credit Card Cha	10/23/2019		EVENTS:HALLOWEEN	RECEIPT MIA	135.01	AMAZON
Credit Card Cha	10/29/2019	01-118124-	EVENTS:HALLOWEEN	TABLES & CHAIRS	840.00	AAA RENTALS AND EVENTS
Credit Card Cha	10/30/2019		EVENTS:HALLOWEEN	RECEIPT MIA	21.99	AMAZON
Check	10/31/2019	1744	EVENTS:HALLOWEEN	HALLOWEEN STAFFING-78.5 HOURS @35.90	2,818.15	BELL CANYON ASSN- STAFFING COSTS
Check	10/31/2019	1745	EVENTS:HALLOWEEN	LIGHT TOWERS	330.61	UNITED RENTALS
Check	10/31/2019	1746	EVENTS:HALLOWEEN	WOLFMAN-HAUNTED HOUSE ACTOR	375.00	PHILLIP MUSUMECI
Check	10/31/2019	1747	EVENTS:HALLOWEEN	HAUNTED HOUSE ACTOR	375.00	CYNTHIA CATANIA
Check	10/31/2019	1748	EVENTS:HALLOWEEN	HAUNTED HOUSE ACTOR	375.00	AMANDA MARIE VIOLA
Check	10/31/2019	1749	EVENTS:HALLOWEEN	HAUNTED HOUSE ACTOR	375.00	NAIA SCHRODER
Check	10/31/2019	1750	EVENTS:HALLOWEEN	HAUNTED HOUSE ACTOR-BONE DOCTOR	375.00	JESSE PUDLES
Check	10/31/2019	1751	EVENTS:HALLOWEEN	HAUNTED HOUSE ACTOR	500.00	IRA BARRY PAPIK
Check	10/31/2019	1752	EVENTS:HALLOWEEN	ARTS & CRAFTS	1,000.00	FRANCISCA WILSON
Check	10/31/2019	1754	EVENTS:HALLOWEEN	HAND STAMPS, INK,	43.22	BELL CANYON ASSN
Check	10/31/2019	1753	EVENTS:HALLOWEEN	-MULTIPLE-	606.47	BRIANNA WALKER
Credit Card Cha	01/13/2020		EVENTS:HEART 2 HEART	DEPOSIT-PERFORMER-BAL \$340.		HAPPILY EVER LAUGHTER
Credit Card Cha	01/31/2020		EVENTS:HEART 2 HEART	PREORDER HOT COCOA IN TRAVELLERS	290.00	COFFEE BEAN
Credit Card Cha	01/31/2020		EVENTS:HEART 2 HEART	-PERFORMER	340.00	HAPPILY EVER LAUGHTER
Credit Card Cha	01/31/2020		EVENTS:HEART 2 HEART	ART SUPPLIES/MARKERS	38.27	WALMART
Credit Card Cha	01/31/2020		EVENTS:HEART 2 HEART	REFRESHMENTS PLATES	62.18	AMAZON
Credit Card Cha	01/31/2020		EVENTS:HEART 2 HEART	DECORATIONS-BALLOONS	68.08	TABLECLOTHS FACTORY
Credit Card Cha	01/31/2020		EVENTS:HEART 2 HEART	DECORATIONS/ FABRIC	49.54	BIG Z FABRIC
Credit Card Cha	01/31/2020		EVENTS:HEART 2 HEART	DECORATIONS/FOIL CURTAINS	128.64	AMAZON
Credit Card Cha	02/01/2020		EVENTS:HEART 2 HEART	ART SUPPLIES/MARKERS	22.96	WALMART
Credit Card Cha	02/03/2020		EVENTS:HEART 2 HEART	BEAR SUPPLIES	823.82	ZOO FACTORY
Credit Card Cha	02/05/2020		EVENTS:HEART 2 HEART	DECOR	28.71	MICHAELS STORES
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	ART SUPPLIES/GIFT BAGS, TISSUE PAPER-2¢	0.10	
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	PRINTING/PROMO- POSTERS	26.80	AMAZON
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	SIGN MOUNT SUPPLIES	24.62	STAPLES
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	DECOR & MISC (CONTINGENCY)	17.28	STAPLES
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	REFRESHMENTS	105.03	MICHAELS STORES
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	REFRESHMENTS	14.88	AMAZON
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	REFRESHMENTS	235.40	TRADER JOES
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	UTENSILS, DECOR	368.11	COSTCO
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	UTENSILS & MISC	42.71	DAISO JAPAN
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	REFRESHMENTS/DECOR	95.53	WALMART
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	REFRESHMENTS	63.49	TRADER JOES
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	REFRESHMENTS	31.92	TRADER JOES
Credit Card Cha	02/06/2020		EVENTS:HEART 2 HEART	NEED RECEIPT	17.26	RALPHS
Credit Card Cha	02/10/2020		EVENTS:HEART 2 HEART	REFRESHMENTS-REFUND	26.98	WALMART
Credit Card Cha	02/12/2020	9.98&29.97	EVENTS:EGGS TRAVAGANZA	EGGS/CANDY	88.06	
Credit Card Cha	02/12/2020		EVENTS:EGGS TRAVAGANZA	EGGS	39.95	AMAZON
Credit Card Cha	02/12/2020		EVENTS:EGGS TRAVAGANZA	CANDY	545.80	ORIENTAL TRADING
Credit Card Cha	02/17/2020	SO10712	EVENTS:EGGS TRAVAGANZA	PRIZES-GOLDEN EGG HUNT	324.60	CANDY WAREHOUSE
Credit Card Cha	02/17/2020	100001783	EVENTS:EGGS TRAVAGANZA	2/8 STARBUCKS-COFFEE TRAVELER	1,141.42	THE TOY NETWORK
Check	02/21/2020	1797	EVENTS:HEART 2 HEART		53.85	BRIANNA WALKER

**Bell Canyon Community Services District**  
**Transaction Detail By Account**  
July 2015 through June 2021

Type	Date	Num	Name	Memo	Debit	Credit	PAID TO:
Check	02/21/2020	1798	EVENTS:EGGSTRAVAGANZA	ORIENTAL TRADING-DECOR	505.22		BELL CANYON ASSN- REIMBURSE ORIENTAL TRADING
Credit Card Cha	02/21/2020		EVENTS:HEART 2 HEART	DECOR	112.58		PAPER MART
Credit Card Cha	02/26/2020		EVENTS:HEART 2 HEART	SKYROCKET BLUME DOLL (2)	16.90		AMAZON
General Journal	03/11/2020	1742	EVENTS:FALL/SPRING CLEANUP	TO VOID BILL SPEER LOST CHECK		25.50	BILL SPEER
Check	03/11/2020	1800	EVENTS:FALL/SPRING CLEANUP	COFFEE/DONUTS CLEANUP EVENT	25.50		PIP PRINTING
Check	04/21/2020	1813	-MULTIPLE-	-MULTIPLE-	781.03		INSURANCE
General Journal	06/30/2020	PY A,JE 4	EVENTS:FALL/SPRING CLEANUP	Expense event cancelled due to Covid	580.00		PIP PRINTING
Check	09/27/2020	1862	EVENTS:FALL/SPRING CLEANUP	#92182 -VINYL BANNER-MINI CLEANUP	84.04		ASSURANCE SHREDDING
Check	10/18/2020	1868	EVENTS:SHREDDING	ONSITE SHREDDING SERVICE	600.00		
					<u>108,700.28</u>	<u>2,727.33</u>	
					<u>108,700.28</u>	<u>2,727.33</u>	

**ATTACHMENT 2a**





16525 Sherman Way • Suite C-11 • Van Nuys, CA 91406  
 Tel: (818) 986-9245 • Fax: (818) 995-7955  
 pipsfv.com • documentservices@pip.com

**Invoice**

No. **90911**

Date 3/12/20

Customer P.O. No.  
 Bri / Andie

S  
O  
L  
D  
T  
O  
 Bell Canyon Community Services District  
 30 Hackamore Lane  
 Suite 2B  
 Bell Canyon CA 91307  
 Jenni Mandelblatt  
 Phone: 818-346-9879

QUANTITY	DESCRIPTION	AMOUNT
1	Bri - CSD Eggstravaganza Event 2020- Vinyl Banner - with grommets - 10' x 2'	\$ 77.87
7	CSD Eggstravaganza Event 2020 - 10mm Coroplast Median Signs - 32 x 30 with H Stakes -Double -Sided Sign ( Main Sign - 2 signs) - 1 each of others	\$ 452.20
Sales Rep: Karin Taken by: Karin Account Type: Charge Approved By: <u>[Signature]</u> 4/24/2020 Check #: <u>1823</u> Account #: _____ Date Paid: <u>4/21/20</u>		SUBTOTAL \$ 530.07 TAX \$ 50.36 SHIPPING \$ 0.00 TOTAL \$ 580.43

PIP PRINTING is not responsible for typesetting errors that you fail to correct. We are also not responsible for loss of customer stock up to 10%.

PLEASE PAY FROM THIS INVOICE. No other invoice will be sent. Indicate on your check which invoice numbers you are paying.

TERMS: Due and payable upon receipt.

NOTE: There will be a service charge of 1-1/2% per month on all past due invoices.



Received By: X \_\_\_\_\_ Date: \_\_\_\_\_

Cash Deposit: \_\_\_\_\_

Check # \_\_\_\_\_ Amount: \_\_\_\_\_

PIP Charge Balance Due: \_\_\_\_\_

Credit Card \_\_\_\_\_

**NUMBER OF CARTONS**



16525 Sherman Way • Suite C-11 • Van Nuys, CA 91406  
 Tel: (818) 986-9245 • Fax: (818) 995-7955  
 pipsfv.com • documentservices@pip.com

**Invoice**

No. **90849**

Date 3/6/20

Customer P.O. No.  
 Jenni

S Bell Canyon Community Services District  
 O 30 Hackamore Lane  
 D Suite 2B  
 Bell Canyon CA 91307  
 T Jenni Mandelblatt  
 O Phone: 818-346-9879

QUANTITY	DESCRIPTION	AMOUNT
1	NEW - CSD Spring Clean Up Event - Vinyl Banner - with grommets - 12' x 2'	\$ 85.70
Sales Rep: Karin Taken by: Karin Account Type: Charge Approved By: <u>[Signature]</u> 5/13/20 Check #: <u>1813</u> Account #: _____ Date Paid: <u>4/21/20</u>		SUBTOTAL \$ 85.70 TAX \$ 8.14 SHIPPING \$ 0.00 TOTAL \$ 93.84

PIP PRINTING is not responsible for typesetting errors that you fail to correct. We are also not responsible for loss of customer stock up to 10%.

PLEASE PAY FROM THIS INVOICE. No other invoice will be sent. Indicate on your check which invoice numbers you are paying.

TERMS: Due and payable upon receipt.

NOTE: There will be a service charge of 1-1/2% per month on all past due invoices.



Received By: X \_\_\_\_\_ Date: \_\_\_\_\_

- Cash
  - Check # \_\_\_\_\_
  - PIP Charge
  - Credit Card \_\_\_\_\_
- Deposit: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Balance Due: \_\_\_\_\_

NUMBER OF CARTONS

**BELL CANYON COMMUNITY SERVICES DISTRICT**

**1813**

PIP

4/21/2020

#90849 -VINYL BANNER-SPRING CLEANUP

93.84

#90911 -VINYL BANNER-EGGSTRAVAGANZA-EVE

580.43

#91020 -VINYL BANNER-MULCH DAY

106.76

Union Bank Checking

781.03

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100

FE1384 SLKDK03 04/03/2019 09:05 -15-



BELL CANYON

COMMUNITY  
SERVICES  
DISTRICT

CSD COPY

# CHECK REQUEST FORM

Date: 2/18/2020

Event Name: Eggstravaganza

Dollar Amount Of Check: \$505.22

Deposit  Full Amount  Balance

Service Being Provided: Reimburse BCA for purchase

Make Check Payable To:

Name: Bell Canyon Association

Address: 30 Hackamore Ln. #8

City/State/Zip Code: Bell Canyon, CA 91307

BCA GL Code (If Applicable): 6200-1105 (Egg Day)

Invoice Number: 701528370

Check Requested By: Bri

**Please Return Check To Requestee**

Additional Notes: Accidentally bought this on Diane's card! This is part decor (hoops) and part crafts/ArtBus (windchimes)

Approved By: [Signature] 2/23/2020

Date Paid: 2/21/20

Check Number: 1798

Completed By: Barbara

Additional Notes: \_\_\_\_\_

**BELL CANYON COMMUNITY SERVICES DISTRICT**

Bell Canyon Association

ORIENTAL TRADING-DECOR

2/21/2020

1798

505.22

Union Bank Checking REIMB 2/17 ORIENTAL TRADING

505.22

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100

FE1384 SLKDK03 04/03/2019 09:05 -100-



# CHECK REQUEST FORM

Date: 9/23/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$190.00

Deposit  Full Amount  Balance

Service Being Provided: Cauldron, kettle, spinning wheel for HH

Make Check Payable To:  
Name: Brianna Walker

Address: 12350 Lithuania Dr

City/State/Zip Code: Granada Hills, CA 91344

BCA GL Code (If Applicable): n/a

Invoice Number: n/a

Check Requested By: Bri

**Please Return Check To Requestee ☺**

Additional Notes: These were purchased at Topanga Vintage Fair, a cash-only event, with private parties selling. These receipts are the best I could do - hope they're okay! Thanks!

Approved By: \_\_\_\_\_

Date Paid: 10/2/19

Check Number: 1726

Completed By: Barbara

Additional Notes: \_\_\_\_\_

Approved By: [Signature] 9/25/19  
Check #: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Date Paid: \_\_\_\_\_

**BELL CANYON COMMUNITY SERVICES DISTRICT**

1726

BRIANNA WALKER

10/2/2019

9/22 CAULDRON  
KETTLE SPINNING WHEEL

20.00  
170.00

Union Bank Checking REIMB HALLOWEEN ITEMS

190.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)

8146759100

FE1384 SLKDK03 04/03/2019 09:05 -28-





CSD COPY

BELL CANYON  
COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

Date: 9/20/19

Event Name: Movie Night & Campout

Dollar Amount Of Check: \$433.23 (3 invoices: \$912.76, -\$139.01, \$340.52)

Deposit  Full Amount  Balance

Service Being Provided: Light Tower rental

Make Check Payable To:

Name: United Rentals (North America), Inc.

Address: File 51122

City/State/Zip Code: Los Angeles, CA 90074-1122

BCA GL Code (If Applicable): \_\_\_\_\_

Invoice Number: 173277653-001, -002, -003

Check Requested By: Bri

**Please Return Check To Requestee** Thanks!

Additional Notes: Sorry about all the invoices! They cannot fix an invoice once the return is closed, they can only issue credits.

Approved By: [Signature] 10/3/19

Date Paid: 10/2/19

Check Number: 1725

Completed By: Barbara

Additional Notes: \_\_\_\_\_



United Rentals

10/2/2019

LIGHT TOWER

433.23

Union Bank Checking INV #173277653-001, 002, 003

433.23

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100

FE1384 SLKDK03 04/03/2019 09:05 -27-



# CHECK REQUEST FORM

Date: 9/20/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$1,500

Deposit  Full Amount  Balance

Service Being Provided: DJ + MC

Make Check Payable To:

Name: Real Genius Entertainment

Address: 7600 Penobscot Dr.

City/State/Zip Code: West Hills, CA 91307

BCA GL Code (If Applicable): n/a

Invoice Number: —

Check Requested By: Bri

**Please Return Check To Requestee ☺**

Additional Notes: Includes lighting & sound system.

★ Please return signed contract w/check. Thanks! ★

Approved By: [Signature] 10/31/19

Date Paid: 10/2/19

Check Number: 1724

Completed By: Barbara

Additional Notes: \_\_\_\_\_

**BELL CANYON COMMUNITY SERVICES DISTRICT**

1724

Real Genius Entertainment

DJ, LIGHTING

10/2/2019

1,500.00

Union Bank Checking 10/26/19 HALLOWEEN PARTY

1,500.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100

FE1384 SLKDK03 04/03/2019 09:05 -26-



CSD COPY

# CHECK REQUEST FORM

Date: 9/17/19

Event Name: Endless Summer

Dollar Amount Of Check: \$267

Deposit  Full Amount  Balance

Service Being Provided: Staff + Band meals

Make Check Payable To:  
Name: DJ's California Catering, Inc.

Address: 2784 Johnson Drive

City/State/Zip Code: Ventura, CA 93003

BCA GL Code (If Applicable): \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Check Requested By: Jenni

**Please Return Check To Requestee** \*

Additional Notes: Food for staff + band was approved up to \$330. Actual amount spent was \$267! ☺

Approved By: 9/20/19

Date Paid: 9/18/19

Check Number: 1714

Completed By: Barbara

Additional Notes: \_\_\_\_\_

Total	\$267.00
Payments/Credits	\$0.00

**BELL CANYON COMMUNITY SERVICES DISTRICT**

1714

DJs CALIFORNIA CATERING, INC.

9/18/2019

STAFF & BAND FOOD

267.00

Union Bank Checking INV #76384

267.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)

8146759100



FE1384 SLKDK03 04/03/2019 09:05 -16-



CSD COPY



# CHECK REQUEST FORM

Date: 9/3/2019

Event Name: Movie Night : Campout

Dollar Amount Of Check: \$22.67

Deposit     Full Amount     Balance

Service Being Provided: Reimburse for Costco Purchase

Make Check Payable To:  
Name: BCA

Address: 30 Hackamore Ln, #8

City/State/Zip Code: Bell Canyon CA 91307

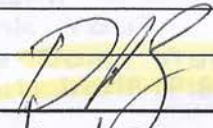
BCA GL Code (If Applicable): CSD Expenses

Invoice Number: n/a

Check Requested By: Bri

**Please Return Check To Requestee**

Additional Notes: S'mores supplies from Costco. Please give check to Bri :)

Approved By:  9/20/19

Date Paid: 9/18/19

Check Number: 1710

Completed By: Barbara

Additional Notes: \_\_\_\_\_

**BELL CANYON COMMUNITY SERVICES DISTRICT**

**1710**

Bell Canyon Association

9/18/2019

8/29 COSTCO-FOOD

43.64

8/30 COSTCO-RETURN OF FOOD & SYRUP

-20.97

Union Bank Checking    MOVIE NITE

22.67

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100

FE1384 SLKDK03 04/03/2019 09:05 -12-



BELL CANYON

CSD COPY

COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

Date: 12/31/2019

Event Name: Movie Night/Campout AND Halloween Bash

Dollar Amount Of Check: \$104.03

Deposit

Full Amount

Balance

Service Being Provided: Date change for banners

Make Check Payable To:

Name: PIP Printing

Address: 16525 Sherman Wy. Ste. C-11

City/State/Zip Code: Van Nuys, CA 91406

BCA GL Code (If Applicable): n/a

Invoice Number: 87758

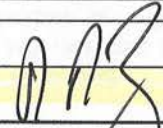
Check Requested By: Bri

**Please Return Check To Requestee** ☺

Additional Notes: 1 Banner for MN/C, 1 Banner for Halloween

*NOTE  
BANKER MUST  
STATE "BELL CANYON  
COMMUNITY  
SERVICES  
DISTRICT"*

*OPB*

Approved By: 

Date Paid: 8/10/19

Check Number: 1684

Completed By: Barbara

Additional Notes: \_\_\_\_\_



BELL CANYON COMMUNITY SERVICES DISTRICT

1684

PIP

8/10/2019

#87758 -DATE CHANGE FOR BANNERS  
#87758 -DATE CHANGE FOR BANNERS

52.01  
52.02

Union Bank Checking INV #87758

104.03

 DELUXE CORP 1+800-328-0304 www.deluxeforms.com

5581064 / 03-16



5402795501  
F9EBC2 SLKDK04 05/14/2018 08:35 -86-

GSD COPY

BELL CANYON  
COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

Date: 7/18/19

Event Name: Movie Night & Campout

Dollar Amount Of Check: \$315.00

Deposit  Full Amount  Balance

Service Being Provided: Bought supplies on Costco account

Make Check Payable To:

Name: Bell Canyon Association

Address: 30 Hackamore Ln, #8

City/State/Zip Code: Bell Canyon, CA 91307

BCA GL Code (If Applicable): 6010-1206

Invoice Number: 278723023

Check Requested By: Bri

**Please Return Check To Requestee** ☺

Additional Notes: Bought: Lights, utensils/plates/cups, movie candy

Approved By: [Signature]

Date Paid: 7/22/19

Check Number: 1677

Completed By: Becker

Additional Notes: \_\_\_\_\_

Approved By: [Signature] 7/19/19

Check #: \_\_\_\_\_

Account #: \_\_\_\_\_

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

**BELL CANYON COMMUNITY SERVICES DISTRICT**

1677

Bell Canyon Association


7/22/2019

7/17 COSTCO LITES, UTENSILS

315.00

Union Bank Checking COSTCO-MOVIE NITE REIMB

315.00

 **DELUXE** CORP<sup>®</sup> 1+800-328-0304 [www.deluxeforms.com](http://www.deluxeforms.com)

5581064 / 03-16



5402795501

F9EBC2 SLKDK04 05/14/2018 08:35 -79-



# CHECK REQUEST FORM

Date: 9/17/19

Event Name: Endless Summer

Dollar Amount Of Check: \$4281.08

Deposit  Full Amount  Balance

Service Being Provided: Staffing

Make Check Payable To:

Name: Bell Canyon Association

Address: 30 Hackamore Lane, Suite #8

City/State/Zip Code: Bell Canyon, CA 91307

BCA GL Code (If Applicable): \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Check Requested By: Jennie

**Please Return Check To Requestee**

Additional Notes: Per Richards email, \$35.90 per hour per staff member. See attached email + Staffing costs Excel sheet.

Approved By: 9/20/19

Date Paid: 9/18/19

Check Number: 1716

Completed By: Barbara

Additional Notes: \_\_\_\_\_

**BELL CANYON COMMUNITY SERVICES DISTRICT**

1716

Bell Canyon Association

9/18/2019

STAFFING DAY OF EVENT-16 PEOPLE @35.90/H

4,281.08

Union Bank Checking ENDLESS SUMMER STAFFING

4,281.08

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100

FE1384 SLKDK03 04/03/2019 09:05 -18-





# CHECK REQUEST FORM

Date: 8/26/19

Event Name: Endless Summer

Dollar Amount Of Check: \$1,224.00

Deposit  Full Amount  Balance

Service Being Provided: face painting

Make Check Payable To:  
Name: Tegan Cohen / Daizy the clown & company

Address: 1600 N. Hobart Blvd #6

City/State/Zip Code: Los Angeles, CA 90027

BCA GL Code (If Applicable): \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Check Requested By: Jenny

**Please Return Check To Requestee**

Additional Notes: ⊗ Please return to Jenny ⊗  
⊗ Do not mail! ⊗

Approved By: [Signature] 8/30/19

Date Paid: 8/30/19

Check Number: 1701

Completed By: Boulanger

Additional Notes: \_\_\_\_\_

**BELL CANYON COMMUNITY SERVICES DISTRICT**

**1701**

Daizy the Clown & Company

FACE PAINTERS

8/30/2019

1,224.00

Union Bank Checking 9/7/19 BELL CANYON EVENT

1,224.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



FE1384 SLKDK03 04/03/2019 09:05 -3-



CSP COPY

BELL CANYON  
COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

Date: 7/16/2019

Event Name: Halloween Bash

Dollar Amount Of Check: \$2,690.00

Deposit     Full Amount     Balance

Service Being Provided: Rides for kids

Make Check Payable To:

Name: Zebra Entertainment and Events

Address: 11024 Balboa Blvd., #118

City/State/Zip Code: Granada Hills, CA 91344

BCA GL Code (If Applicable): n/a

Invoice Number: 13076

Check Requested By: Bri

**Please Return Check To Requestee** 😊

Additional Notes: For ferris wheel, kiddie train, tubs o' fun, flying elephants, obstacle course

Approved By: \_\_\_\_\_

Date Paid: 7/22/19

Check Number: 1628

Completed By: Barber

Additional Notes: \_\_\_\_\_

Approved By: [Signature]  
Check #: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Date Paid: \_\_\_\_\_



**BELL CANYON COMMUNITY SERVICES DISTRICT**

1678

Zebra Entertainment and Events


7/22/2019

DEPOSIT-HALLOWEEN-TTL \$5380.

2,690.00

Union Bank Checking DEPOSIT FOR HALLOWEEN BASH

2,690.00

 **DELUXE** CORP. 1+800-328-0304 www.deluxeforms.com

5581064 / 03-16



5402795501  
F9EBC2 SLKDK04 05/14/2018 08:35 -80-

BELL CANYON

COMMUNITY SERVICES DISTRICT

CSD COPY

# CHECK REQUEST FORM

Date: 2/12/2020

Event Name: Heart 2 Heart

Dollar Amount Of Check: \$53.85

Deposit  Full Amount  Balance

Service Being Provided: Coffee - travellers (decaf, 2 reg.)

Make Check Payable To:

Name: Brianna Walker

Address: 12358 Lithuania Dr.

City/State/Zip Code: Granada Hills, CA, 91344

BCA GL Code (If Applicable): n/a

Invoice Number: #779348

Check Requested By: Bri

**Please Return Check To Requestee**

Additional Notes: Repay for purchase thru Starbucks app - I couldn't figure out how to link the CSD card w/o adding it to the app

Approved By: [Signature] 2/23/2020

Date Paid: 2/21/20

Check Number: 1797

CHECK LOST-RE-ISSUED 9/27/20

Completed By: Barbara

Additional Notes: \_\_\_\_\_

BRIANNA WALKER

2/21/2020

2/9 STARBUCKS-COFFEE TRAVELER

53.85

*VOIDED  
w new  
check  
9/27/20  
CK # 1864*

Union Bank Checking REIMB 2/9 STARBUCKS

53.85



COPY

BELL CANYON  
COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

Date: 10/29/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$606.47

Deposit     Full Amount     Balance

Service Being Provided: Reimburse for Halloween purchases

Make Check Payable To:  
Name: Brianna Walker

Address: 12350 Lithuania Dr.

City/State/Zip Code: Granada Hills, CA 91307

BCA GL Code (If Applicable): n/a

Invoice Number: n/a

Check Requested By: Br.

**Please Return Check To Requestee**

Additional Notes: Each receipt is labelled w/purchase.

Approved By: [Signature] 10/31/19

Date Paid: 10/31/19

Check Number: 1753

Completed By: Barbara

Additional Notes: \_\_\_\_\_

BRIANNA WALKER

10/31/2019

TO BE BROKEN DOWN

606.47

Union Bank Checking REIMB HALLOWEEN DECOR

606.47

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100  
FE1384 SLKDK03 04/03/2019 09:05 -55-

CSB COPY

BELL CANYON  
COMMUNITY  
SERVICES  
DISTRICT

# CHECK REQUEST FORM

Order Form 78, 2019

Date: 10/29/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$375.00

Deposit  Full Amount  Balance

Service Being Provided: Haunted House actor

Make Check Payable To:  
Name: Cynthia Catania

Address: 5310 Laleta Ave.

City/State/Zip Code: Los Angeles, CA 90041

BCA GL Code (If Applicable): n/c

Invoice Number: n/a

Check Requested By: Bri

**Please Return Check To Requestee**

Additional Notes: "Snow White"

Thank you for your business!

Approved By: [Signature]

Date Paid: 10/31/19

Check Number: 1747

Completed By: Baker

Additional Notes: \_\_\_\_\_



BELL CANYON COMMUNITY SERVICES DISTRICT

1747

CYNTHIA CATANIA

10/31/2019

HAUNTED HOUSE ACTOR

375.00

Union Bank Checking HAUNTED HOUSE ACTOR

375.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)

8146759100

FE1384 SLKDK03 04/03/2019 09:05 -49-

CSD COPY

BELL CANYON

COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

Date: 10/17/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$266.37

Deposit  Full Amount  Balance

Service Being Provided: Reimburse Halloween purchases

Make Check Payable To:

Name: Brianna Walker

Address: 2350 Lithuania Dr.

City/State/Zip Code: Granada Hills CA 91344

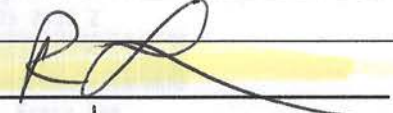
BCA GL Code (If Applicable): n/a

Invoice Number: n/a

Check Requested By: Bri

**Please Return Check To Requestee**

Additional Notes: Purchased 52yds fabric & decoration crafting supplies - see receipt

Approved By: 

Date Paid: 10/21/19

Check Number: 1739

Completed By: Bailey

Additional Notes: \_\_\_\_\_

**BELL CANYON COMMUNITY SERVICES DISTRICT**

**1739**

BRIANNA WALKER

10/21/2019

10/17 WALMART-DECOR/SUPPLIES  
10/16 SHERMAN WAY FABRIC

131.16  
135.21

Union Bank Checking REIMB HALLOWEEN DECOR

266.37

PRODUCT SSLT104 USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100

FE1384 SLKDK03 04/03/2019 09:05 -41-



CSO COPY

BELL CANYON  
COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

Date: 10/16/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$2,690.00

Deposit     Full Amount     Balance

Service Being Provided: Rides for Kids

Make Check Payable To:

Name: Zebra Entertainment & Events

Address: 11024 Balboa Blvd, #118

City/State/Zip Code: Granada Hills, CA 91344

BCA GL Code (If Applicable): n/a

Invoice Number: 13076

Check Requested By: Bar

**Please Return Check To Requestee**

Additional Notes: Balance on kiddie rides; must be GIVEN TO RIDE DELIVERER DAY OF EVENT! Thanks!

Approved By: [Signature] 10/17/19

Date Paid: 10/16/19

Check Number: 1735

Completed By: Barbara

Additional Notes: \_\_\_\_\_

Total	\$2,690.00
Payments	\$0.00
Amount Due	\$2,690.00



**BELL CANYON COMMUNITY SERVICES DISTRICT**

1735

Zebra Entertainment and Events

10/16/2019

BALANCE ON RIDES (\$5380 TTL)

2,690.00

Union Bank Checking INV #13076

2,690.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)

8146759100



FE1384 SLKDK03 04/03/2019 09:05 -37-

BELL CANYON

COMMUNITY SERVICES DISTRICT

COPY - FOR RICHARD

# CHECK REQUEST FORM

Date: 3/18/19

Event Name: Endless Summer

Dollar Amount Of Check: \$1,100

Deposit  Full Amount  Balance

Service Being Provided: Rental of Social Hall + Courtyard

Make Check Payable To:

Name: Bell Canyon Community Center

Address: 30 Hackamore Lane #8

City/State/Zip Code: Bell Canyon, CA 91307

BCA GL Code (If Applicable): \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Check Requested By: Jenni

**Please Return Check To Requestee**

Additional Notes: Do not mail! :))

NOT APPROVED  
DPS  
9-7-19

Approved By: \_\_\_\_\_

Date Paid: 8/30/19

Check Number: 1202 — VOIDED

Completed By: Barbara

NOT APPROVED

Additional Notes: \_\_\_\_\_



# STATEMENT

Bell Canyon Community Center  
 30 Hackamore Ln., Suite 8  
 Bell Canyon, CA 91307

Date: March 18, 2019

Comments      Endless Summer

Bill To                      Richard Levy  
    CSD  
    30 Hackamore, Suite 2A  
    Bell Canyon, CA 91307

Date	Description	Balance	Amount
3/18/19	Rental of Social Hall & Courtyard – Sat., September 7, 2019		\$1,100.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
\$1,100.00					\$1,100.00

Remittance	
Date	
Amount Due	
Amount Enclosed	

Make all checks payable to Bell Canyon Community Center  
 Thank you for your business!



BELL CANYON

COMMUNITY  
SERVICES  
DISTRICT

# CHECK REQUEST FORM

Date: 3/18/19

Event Name: Endless Summer

Dollar Amount Of Check: \$1,100

Deposit

Full Amount

Balance

Service Being Provided: Rental of Social Hall + Courtyard

Make Check Payable To:

Name: Bell Canyon Community Center

Address: 30 Hackamore Lane #8

City/State/Zip Code: Bell Canyon, CA 91307

BCA GL Code (If Applicable): \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Check Requested By: Jenni

**Please Return Check To Requestee**

Additional Notes: Do not mail! :))

Approved By: \_\_\_\_\_

Date Paid: 8/30/19

Check Number: 1702

Completed By: Barbara

Additional Notes: \_\_\_\_\_

*NO*  
*VOIDED*  
*NOT APPROVED*



**BELL CANYON COMMUNITY SERVICES DISTRICT**

1702

Bell Canyon Community Center

8/30/2019

SOCIAL HALL & COURTYARD RENTAL

1,100.00

*Check  
VOIDED*

Union Bank Checking    ENDLESSSS SUMMER EVENT

1,100.00

PRODUCT SSLT104    USE WITH 91663 ENVELOPE    Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



FE1384 SLKDK03 04/03/2019 09:05 -4-

CSO COPY

# CHECK REQUEST FORM

Date: 9/17/19

Event Name: Endless Summer

Dollar Amount Of Check: \$990.00

Deposit  Full Amount  Balance

Service Being Provided: Rentals - Tables + Chairs

Make Check Payable To:  
Name: AAA Rents + Events, Inc

Address: 16010 Statheron St.

City/State/Zip Code: Van Nuys, CA 91406

BCA GL Code (If Applicable): \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Check Requested By: Jenni

**Please Return Check To Requestee**

Additional Notes: Rentals was approved up to \$2109, to be split btwn 2 companies. Actual spent \$

Approved By: [Signature] 9/20/19

Date Paid: 9/18/19

Check Number: 1715

Completed By: Barbara

Additional Notes: \_\_\_\_\_

Other rentals paid via credit card!

**BELL CANYON COMMUNITY SERVICES DISTRICT**

1704

Bell Canyon Association

9/4/2019

4 PEOPLE, 28 HOURS @ 52.50 OT RATE

1,470.00

Union Bank Checking MOVIE NITE STAFFING

1,470.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

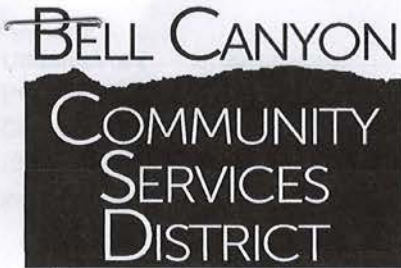
Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)

8146759100

FE1384 SLKDK03 04/03/2019 09:05 -6-







# CHECK REQUEST FORM

Date: 8/26/19

Event Name: Endless Summer

Dollar Amount Of Check: \$ 3125

Deposit  Full Amount  Balance

Service Being Provided: Band

Make Check Payable To:

Name: Undercover Live Entertainment LLC

Address: Po Box 10452

City/State/Zip Code: Costa Mesa, CA 92627

BCA GL Code (If Applicable): -

Invoice Number: -

Check Requested By: Jenae

**Please Return Check To Requestee**

Additional Notes: (\*) Do not mail (\*)

(\*) Give to Jenae (\*)

Approved By: [Signature] 8/30/19

Date Paid: 8/30/19

Check Number: 1703

Completed By: Barbara

Additional Notes: \_\_\_\_\_



**BELL CANYON COMMUNITY SERVICES DISTRICT**

1703

Undercover Live Entertainment LLC

8/30/2019

BALANCE FOR BAND- TOTAL \$6250.00

3,125.00

Union Bank Checking INV #1399

3,125.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100  
FE1384 SLKDK03 04/03/2019 09:05 -5-



# CHECK REQUEST FORM

Date: 8/26/19

Event Name: Endless Summer

Dollar Amount Of Check: \$391.82 + \$98.55 + \$83.90 = \$574.27

Deposit  Full Amount  Balance

Service Being Provided: median signs / banner / posters

Make Check Payable To:

Name: Pip marketing

Address: 16525 Sherman Way, Suite C-11

City/State/Zip Code: Van Nuys, CA 91406

BCA GL Code (If Applicable): -

Invoice Number: 88168, 88169 + 88328

Check Requested By: Jenni

**Please Return Check To Requestee**

Additional Notes: ⊗ Please return to Jenni ⊗  
⊗ do not mail ⊗

Approved By: [Signature] 8/30/19

Date Paid: 8/30/19

Check Number: 1700

Completed By: Barbara

Additional Notes: \_\_\_\_\_

**BELL CANYON COMMUNITY SERVICES DISTRICT**

1700

PIP


8/30/2019

#88168 MEDIAN SIGNS  
#88169 FOOD STATION SIGNS  
#88328 VINYL BANNER

391.82  
98.55  
83.90

Union Bank Checking INV #88168 &69, 88328

574.27

 **DELUXE** CORP 1+800-328-0304 www.deluxeforms.com

5581064 / 03-16

 5402795501



F9EBC2 SLKDK04 05/14/2018 08:35 -102-





# CHECK REQUEST FORM

Date: 8/26/19

Event Name: Endless Summer

Dollar Amount Of Check: \$4,493.50

Deposit     Full Amount     Balance

Service Being Provided: Rides, Arcade, Henna tattoos

Make Check Payable To:

Name: Zebra Entertainment + Events

Address: 11024 Balboa Blvd, #118

City/State/Zip Code: Granada Hills, CA 91344

BCA GL Code (If Applicable): -

Invoice Number: #12898

Check Requested By: Jenai

**Please Return Check To Requestee**

Additional Notes: Do not mail - please return to Jenai ☺

Approved By: ARB 8/30/19

Date Paid: 8/30/19

Check Number: 1699

Completed By: Barbara

Additional Notes: \_\_\_\_\_



BELL CANYON COMMUNITY SERVICES DISTRICT

1699

ebra Entertainment and Events


8/30/2019

BALANCE ON ENTERTAINMENT-ENDLESS SUM

4,493.50

Union Bank Checking INV #12898

4,493.50

 DELUXE CORP 1+800-328-0304 www.deluxeforms.com

5581064 / 03-16

5402795501

F9EBC2 SLKDK04 05/14/2018 08:35 -101-



COPY

BELL CANYON

COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

Date: 10/29/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$43.22

Deposit     Full Amount     Balance

Service Being Provided: Reimburse Halloween purchase

Make Check Payable To:

Name: BCA

Address: 30 Hackamore Ln, #8

City/State/Zip Code: Bell Canyon, CA 91307

BCA GL Code (If Applicable): CSD Expenses

Invoice Number: n/a

Check Requested By: Bri

**Please Return Check To Requestee**

Additional Notes: Stamps, inks, pad for entry hand stamps (Haunted House)

Approved By: [Signature] 10-31-19

Date Paid: 10/31/19

Check Number: 1754

Completed By: [Signature]

Additional Notes: \_\_\_\_\_

" Canyon Association

10/31/2019

HAND STAMPS, INK,

43.22

Union Bank Checking HALLOWEEN SUPPLIES

43.22

PRODUCT SSLT104 USE WITH 91663 ENVELOPE Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop



8146759100  
FE1384 SLKDK03 04/03/2019 09:05 -56-

CSD COPY

# CHECK REQUEST FORM

Date: 10/22/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$1,000.00

Deposit  Full Amount  Balance

Service Being Provided: Arts: Crafts instruction for kids

Make Check Payable To:

Name: Francisca Wilson

Address: 5855 Rolling Rd.

City/State/Zip Code: Woodland Hills, CA 91367

BCA GL Code (If Applicable): n/a

Invoice Number: #6

Check Requested By: Bri

**Please Return Check To Requestee**

Additional Notes: (Sorry Barbara, one more! Thanks!)

Approved By: [Signature] 10/31/19

Date Paid: 10/31/19

Check Number: 1752

Completed By: Barbara

Additional Notes: \_\_\_\_\_



**BELL CANYON COMMUNITY SERVICES DISTRICT**

1752

Francisca (Kika) Wilson

10/31/2019

ARTS & CRAFTS

1,000.00

Union Bank Checking INV #0006

1,000.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100  
FE1384 SLKDK03 04/03/2019 09:05 -54-

CO COPY

BELL CANYON  
COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

Date: October 26, 2019

Date: 10/29/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$500.00

Deposit  Full Amount  Balance

Service Being Provided: Haunted House actor

Make Check Payable To:

Name: Ira Barry Papick

Address: 5807 Laurel Canyon Blvd, #306

City/State/Zip Code: North Hollywood, CA 91607

BCA GL Code (If Applicable): n/a

Invoice Number: n/a

Check Requested By: Bri

**Please Return Check To Requestee**

Additional Notes: Supervisor ? clown

Approved By: [Signature] 10-31-19

Date Paid: 10/31/19

Check Number: 1751

Completed By: Barker

Additional Notes: \_\_\_\_\_

IRA BARRY PAPICK

10/31/2019

HAUNTED HOUSE ACTOR

500.00

Union Bank Checking HAUNTED HOUSE ACTOR

500.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)

8146759100



FE1384 SLKDK03 04/03/2019 09:05 -53-

CSD COPY



# CHECK REQUEST FORM

Date: October 28, 2019

Date: 10/29/19

Event Name: Halloween Bash

Dollar Amount Of Check: \_\_\_\_\_

Deposit     Full Amount     Balance

Service Being Provided: \$375.00 Haunted House actor

Make Check Payable To:

Name: Jesse Rudles

Address: 735 N Sweetzer Ave, Apt 305

City/State/Zip Code: West Hollywood, CA 90069

BCA GL Code (If Applicable): n/a

Invoice Number: n/a

Check Requested By: Bri

~~\* Please Return Check To Requestee \*~~

Additional Notes: Bone Doctor

Approved By: [Signature] 10/31/19

Date Paid: 10/31/19

Check Number: 1750

Completed By: Bowlen

Additional Notes: \_\_\_\_\_



**BELL CANYON COMMUNITY SERVICES DISTRICT**

1750

JESSE PUDLES

10/31/2019

HAUNTED HOUSE ACTOR-BONE DOCTOR

375.00

Union Bank Checking HAUNTED HOUSE ACTOR

375.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100  
FE1384 SLKDK03 04/03/2019 09:05 -52-

CSD COPY



# CHECK REQUEST FORM

Date: 10/29/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$375.00

Deposit  Full Amount  Balance

Service Being Provided: Haunted House actor

Make Check Payable To:

Name: Naia Schröder

Address: 2235 Ridgeway Ave.

City/State/Zip Code: Los Angeles, CA 90041

BCA GL Code (If Applicable): n/a

Invoice Number: n/a

Check Requested By: Boi

**Please Return Check To Requestee**

Additional Notes: "Victim"

Approved By: AP 10-31-19

Date Paid: 10/31/19

Check Number: 1749

Completed By: Barbara

Additional Notes: \_\_\_\_\_

BELL CANYON COMMUNITY SERVICES DISTRICT

1749

NAIA SCHRODER

10/31/2019

HAUNTED HOUSE ACTOR

375.00

Union Bank Checking HAUNTED HOUSE ACTOR

375.00

PRODUCT SSLT104 USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



FE1384 SLKDK03 04/03/2019 09:05 -51-

CSD COPY

BELL CANYON  
COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

Printed: October 28, 2019

Date: 10/29/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$ 375.00

Deposit  Full Amount  Balance

Service Being Provided: Haunted House actor

Make Check Payable To:

Name: Amanda Marie Viola

Address: 111097 Dulcet Ave.

City/State/Zip Code: Northridge, CA 91326

BCA GL Code (If Applicable): n/a

Invoice Number: n/a

Check Requested By: Bri

**Please Return Check To Requestee**

Additional Notes: Sea Witch

Thank you for your business!

Approved By: 10/31/19

Date Paid: 10/31/19

Check Number: 1748

Completed By: Bailey

Additional Notes: \_\_\_\_\_



AMANDA MARIE VIOLA

10/31/2019

HAUNTED HOUSE ACTOR

375.00

Union Bank Checking HAUNTED HOUSE ACTOR

375.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100  
FE1384 SLKDK03 04/03/2019 09:05 -50-

CSO COPY

BELL CANYON  
COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

Revised October 20, 2017

Date: 10/29/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$375.00

Deposit  Full Amount  Balance

Service Being Provided: haunted house actor

Make Check Payable To:  
Name: Phillip J. Musumeci

Address: 1922 N Highland Ave., #12

City/State/Zip Code: Los Angeles, CA 90068

BCA GL Code (If Applicable): n/a

Invoice Number: n/a

Check Requested By: Bri

**\*Please Return Check To Requestee\***

Additional Notes: Wolfman

Approved By: [Signature] 10-31-19

Date Paid: 10/31/19

Check Number: 1746

Completed By: Bowen

Additional Notes: \_\_\_\_\_

BELL CANYON COMMUNITY SERVICES DISTRICT

1746

PHILLIP J MUSUMECI

10/31/2019

WOLFMAN-HAUNTED HOUSE ACTOR

375.00

Union Bank Checking WOLFMAN-HALLOWEEN BASH

375.00

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100

FE1384 SLKDK03 04/03/2019 09:05 -48-

RENTAL RETURN  
INVOICE  
CS D COPY

BELL CANYON  
COMMUNITY  
SERVICES  
DISTRICT

# CHECK REQUEST FORM

Date: 10/29/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$33061

Deposit  Full Amount  Balance

Service Being Provided: Light tower rentals

Make Check Payable To:  
Name: United Rentals (North America), Inc.

Address: File 51122

City/State/Zip Code: Los Angeles, CA 90074-1122

BCA GL Code (If Applicable): n/a

Invoice Number: 175446395-001

Check Requested By: Bri

**Please Return Check To Requestee ☺**

Additional Notes: Mailing address is weird, but it works

Approved By: [Signature] 10-31-19

Date Paid: 10/31/19

Check Number: 1745

Completed By: Barben

Additional Notes: \_\_\_\_\_



United Rentals

LIGHT TOWERS

10/31/2019

330.61

Union Bank Checking INV #175446395-001

330.61

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



FE1384 SLKDK03 04/03/2019 09:05 -47-

CSD COPY

BELL CANYON  
COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

Date: 10/29/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$2,818.15

Deposit  Full Amount  Balance

Service Being Provided: Staffing - Day of event

Make Check Payable To:

Name: Bell Canyon Association

Address: 30 Hackamore Ln #8

City/State/Zip Code: Bell Canyon, CA 91307

BCA GL Code (If Applicable): n/a-Lulu

Invoice Number: \_\_\_\_\_

Check Requested By: Bri

**Please Return Check To Requestee ☺**

Additional Notes: For 10/26 maint i admin staffing  
(see invoice for specifics)

Approved By: [Signature] 10/30/19

Date Paid: 10/31/19

Check Number: 1744

Completed By: Barbara

Additional Notes: \_\_\_\_\_

**BELL CANYON COMMUNITY SERVICES DISTRICT**

Bell Canyon Association

10/31/2019  
HALLOWEEN STAFFING-78.5 HOURS @35.90/HR

1744

2,818.15

Union Bank Checking HALLOWEEN STAFFING

2,818.15

PRODUCT SSLT104

USE WITH 91683 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)

FE1384/ SLKDK03 04/03/2019 09:05 -46-





BELL CANYON

COMMUNITY  
SERVICES  
DISTRICT

CSD COPY  
**CHECK REQUEST FORM**

Date: 10/21/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$101.78

Deposit

Full Amount

Balance

Service Being Provided: Black plastic sheeting

Make Check Payable To:

Name: Uline ATTN: Accounts Receivable

Address: PO Box 88741

City/State/Zip Code: Chicago, IL 60680-1741

BCA GL Code (If Applicable): n/a

Invoice Number: 113082606

Check Requested By: Bri

**Please Return Check To Requestee**

Additional Notes: For Haunted House wall repair

Approved By: 

Date Paid: 10/21/19

Check Number: 1741

Completed By: Bailey

Additional Notes: \_\_\_\_\_



ULINE

10/21/2019

SHEETING FOR WALL REPAIR HAUNTED HOUSE

101.78

Union Bank Checking CUST ID:9882019, INV #113082606

101.78

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100

FE1384 SLKDK03 04/03/2019 09:05 -43-

BELL CANYON

COMMUNITY SERVICES DISTRICT

# CHECK REQUEST FORM

CSP COPY

Date: 10/7/19

Event Name: Halloween Bash

Dollar Amount Of Check: \$281.02

Deposit  Full Amount  Balance

Service Being Provided: Reimburse for props

Make Check Payable To:

Name: Brianna Walker

Address: 12350 Lithuania Dr.

City/State/Zip Code: Granada Hills, CA 91307

BCA GL Code (If Applicable): n/a

Invoice Number: n/a

Check Requested By: Bri

**Please Return Check To Requestee** ☺

Additional Notes: 4 receipts attached w/notes ☺ - decor purchases, some prop repair.

Approved By: \_\_\_\_\_

Date Paid: 10/16/19

Check Number: 1738

Completed By: Barbara

Additional Notes: \_\_\_\_\_

Approved By: [Signature] 10/8/19  
Check #: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Date Paid: \_\_\_\_\_

**BELL CANYON COMMUNITY SERVICES DISTRICT**

**1738**

BRIANNA WALKER

10/16/2019

10/7 SALLY BEAUTY- PROP SUPPLIES	5.79
10/5 SHERMAN WAY FABRIC&RUG-DECOR	108.40
10/5 NO HO SUPER THRIFT-DECOR	137.89
10/5 SUPER THRIFT-DECOR	28.94

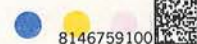
Union Bank Checking REIMB HALLOWEEN PROPS

281.02

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100  
FE1384 SLKDK03 04/03/2019 09:05 -40-

PIP

10/16/2019

MEDIAN SIGNS

431.16

Union Bank Checking INV #88995

431.16

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100  
FE1384 SLKDK03 04/03/2019 09:05 -39-



CSD COPY

BELL CANYON  
COMMUNITY  
SERVICES  
DISTRICT

# CHECK REQUEST FORM

Date: 10/16/17

Event Name: Halloween Bash

Dollar Amount Of Check: \$134.57

Deposit  Full Amount  Balance

Service Being Provided: Reimburse BCA for event purchase

Make Check Payable To:

Name: Bell Canyon Association

Address: 30 Hackamore Ln, #8

City/State/Zip Code: Bell Canyon, CA 91307

BCA GL Code (If Applicable): LSD Expenses

Invoice Number: 82760 ; 4217

Check Requested By: Bri

**Please Return Check To Requestee**

Additional Notes: For Haunted House tape; general tape;  
cable ties heavy duty

Approved By: [Signature] 10/17/19

Date Paid: 10/16/19

Check Number: 1736

Completed By: Barbara

Additional Notes: \_\_\_\_\_

**BELL CANYON COMMUNITY SERVICES DISTRICT**

1736

Bell Canyon Association

10/16/2019

FOR HAUNTED HOUSE  
FOR HAUNTED HOUSE

49.34  
85.23

Union Bank Checking REIMB HOME DEPOT-HALLOWEEN

134.57

PRODUCT SSLT104 USE WITH 91693 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)



8146759100  
FE1384 SLKDK03 04/03/2019 09:05 -38-

**ATTACHMENT 2b**

October 5, 2021

To the members of LAFCo:

My name is Brianna Walker and I am an administrative assistant and Activities Administrator for Bell Canyon Association (“BCA”). One of my primary duties in the last three years has been to reach out to community groups, local businesses, and local agencies and coordinate events for our Bell Canyon residents. If the event partner did not have an event planner or similar resource available, I would act as that planner in order to facilitate a smooth event. My coworker, BCA staff member Jenni Mandelblatt, also held a similar function, although she handled private party rentals as well. Some of the groups we worked with include the Bell Canyon Kids Committee, our local Nothing Bundt Cakes franchisee, Round Meadow Elementary School, and the Bell Canyon Community Services District (“CSD”). While working with non-CSD event partners was a fairly simple process, all BCA staff observed extra regulations and additional supervision requirements for CSD-partnered events, as our General Manager (“GM”), Diane Rossiter, prioritized clear boundaries between the BCA and the CSD. If community groups were involved in the events, we asked the members of those groups to also observe these extra regulations.



This is the process that Bell Canyon community members, Jenni, and I had to go through in order to help with the CSD's events:

1. During the CSD budget planning for an upcoming fiscal year, Jenni and I would compile a rough schedule and budget outline for events that the CSD could potentially hold. The budget and plan were presented to the CSD Board at the April, May, and/or June CSD meeting, depending on whether or not the Board asked for revisions. The CSD Board had complete veto power over any event or budget item they did not feel were appropriate.
  - a. If there were revisions, Board members Bill Speer and Judy Lantz would work with Jenni and I on redirecting the budgets or event concepts.
  - b. Only events that fell under the CSD's purview were presented; Association events such as the New Owner Welcome Party and the Annual Meeting were not presented.
2. When it was time to begin planning an event, Jenni or I would present a complete line-item budget and event plan to the CSD for review and approval. These budgets and plans were drawn up based on the wishes of either a community group, like the mom of the Kids Committee, or the input of CSD Board members Bill Speer or Judy Lantz.
3. Once an event was approved, Jenni and I would purchase the line-items that the CSD Board had signed off on. The purchases were either made by credit card (CSD Board President Richard Levy's card) or through a check request sent to CSD General Manager (“CSD GM”) Dennis Zine and CSD employee Barbara Holowaty. Dennis and Barbara both had the ability to send back questions or ask for clarification on a purchase before cutting any checks.





- a. For the event days, an invoice for the BCA staff that worked overtime would be made out to the CSD. Duties for CSD event days went beyond the regular purview of Association staff and were done outside of Association hours.
- b. No BCA staff planning time was charged to the CSD - it was understood that Jenni and I were assisting the CSD in a spirit of cooperation and to help get the CSD's name into the minds of BC residents and owners.
4. At an event, a banner declaring the CSD as the event sponsor would be prominently displayed, and the CSD had a table with a banner so that CSD members could be prominently identified.
  - a. Again, it was the understanding of the BCA staff that these were CSD events that included express chances for the CSD Board members to mingle with the community better.
  - b. If the BCA Board decided to participate in an event, it was always separate from the main event and usually involved a BCA-sponsored beer and wine bar, since the CSD had restrictions on selling or serving alcohol.
5. After an event, Jenni or I would prepare a total reconciliation and event report for the CSD's records, including any community feedback, major incidents, and how closely the event stuck to the budget. These reports were formally presented at CSD Board meetings and sent to the CSD GM for inclusion in the CSD's budgeting and meeting minutes.

At all times, both Jenni and I were of the understanding that these were CSD-partnered events, not BCA events paid for by a "grant" or "financial aid" from the CSD. We took on the planning and coordination because the CSD did not have sufficient full-time staff to do so. All of the budgets, reports, and emails with the CSD part-time staff are available for review by anyone who wishes to see them, and Jenni and I would be happy to answer any further questions a LAFCo member or member of the public might have.

Sincerely,

Brianna Walker  
Activities Administrator  
Bell Canyon Association

BELL CANYON ASSOCIATION

30 Hackamore Lane, Suite 8  
Bell Canyon, CA 91307-1001

October 15, 2021

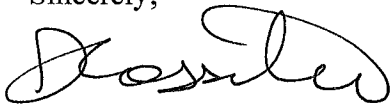
Re: CSD Events and HOA Participation

To Whom It May Concern:

When I first started at Bell Canyon Association (BCA) as General Manager, in May of 2014, I was instructed that any services provided to the CSD by the BCA were to be carefully tracked and billed to the CSD in arm's length transactions.

I have been informed that statements have been made that the CSD has bestowed or does bestow on the Bell Canyon Association lump sum "grants" of funds for, "recreational events". This is not true. In most cases and for most expenses, the CSD paid vendors contracted for these events directly. For BCA labor provided during the events, the CSD paid the BCA for staffing at the actual event based on the hours worked.

Sincerely,



Diane Rossiter  
General Manager



**ATTACHMENT 3a**

---

**From:** Bell Canyon Co-President, Lisa Riccomini <copresident@bellcanyon.com>  
**Sent:** Monday, September 20, 2021 4:44 PM  
**To:** Michael Glassman <michaelglassman1948@gmail.com>  
**Cc:** Dennis Roy <droy@abramroylaw.com>  
**Subject:** Re: CSD Meetings--Gate Access and Posting of Notices Outside the Gates

Dear Michael,

1. Yes, this has and will continue to be the case. The HOA understands that the CSD meetings are public meetings. The HOA general manager also went over these protocols today with staff during their weekly staff meeting. Yes, we will make sure this is in writing.
2. Of course.



Please let us know if we can be of any further assistance.

Best,

Lisa Riccomini

Co-President, Bell Canyon Board of Directors

Get [Outlook for iOS](#)

---

**From:** Michael Glassman <[michaelglassman1948@gmail.com](mailto:michaelglassman1948@gmail.com)>

**Sent:** Saturday, September 18, 2021 4:21:36 PM

**To:** Bell Canyon Co-President, Lisa Riccomini <[copresident@bellcanyon.com](mailto:copresident@bellcanyon.com)>

**Cc:** Dennis Roy <[droy@abramroylaw.com](mailto:droy@abramroylaw.com)>

**Subject:** CSD Meetings--Gate Access and Posting of Notices Outside the Gates

Good afternoon Lisa:

Thanks for taking my call. Kindly confirm the following two matters which we discussed:

1. The HOA's practice of allowing entry inside the gates/into Bell Canyon to persons desiring to attend the Bell Canyon CSD (the "CSD") meetings and this will continue to be the case. If this practice is not already a written HOA rule, you will seek to have it done, possibly as early as the next HOA Board meeting.
2. The CSD can build at its expense an enclosed bulletin board with a glass or plexiglass door to be located at or about the area where the CSD sign already is situated, just inside of the Ventura County boundary where it meets the boundary of Los Angeles County. The purpose of this bulletin board is for posting CSD materials, including meeting notices and agendas at a place outside of the gates of Bell Canyon which is readily accessible to the general public.

The CSD will continue to inform HOA staff of the date(s) and location of our meetings and to post CSD its notices and agendas inside Bell Canyon as well so residents of Bell Canyon need not leave the HOA property to find our information. Of course, the public inside and outside of Bell Canyon has access to the CSD website which contains all of these and other materials and our meetings are being held in person and via Zoom.

Thank you for your cooperation and assistance in this matter.

Regards,

Michael Glassman, Bell Canyon CSD—Vice President

**ATTACHMENT 3b**

UPDATES

[\(/UPDATES\)](#)

[AGENDAS, MINUTES, FINANCIALS \(/GOVERNANCE\)](#)

[BOARD MEETINGS \(/BOARD-MEETINGS\)](#)

[BOARD MEMBERS \(/BOARD-MEMBERS\)](#)

[STAFF \(/STAFF\)](#)

[\(/DENNIS-ZINE\)](#)

[TRANSPARENCY \(/DISTRICT-TRANSPARENCY\)](#)

[NOTICES \(/NOTICES\)](#)

## Board Meetings

Our Bell Canyon CSD Board of Directors meets on the fourth Monday of each month at 7:00pm in the Bell Canyon Community Center Hall at 30 Hackamore Lane Bell Canyon, CA 91307. The board may also schedule special meetings at other times when needed, and will post notice according to the Brown Act. During the Covi-19 pandemic meetings may be held remotely via Zoom. Notice of date and location will be posted on this website and outside the CSD office at Suite 2B in the Community Center.

[2021 \(/board-meetings?year=2021\)](#)

[2020 \(/board-meetings?year=2020\)](#)

[2019 \(/board-meetings?year=2019\)](#)

---

SEP

20  
2021

### Board Meeting

[\(/2021-09-20-board-meeting\)](#)

- [Agenda \(/files/ddob84ef5/9-20-21++Agenda+final++.docx\)](#)

[READ MORE > \(/2021-09-20-BOARD-MEETING\)](#)

---

SEP

14  
2021

### Board Meeting

[\(/2021-09-14-board-meeting\)](#)

- [Agenda \(/files/gd237e0d0/9-14-21+Agenda+final.pdf\)](#)

[READ MORE > \(/2021-09-14-BOARD-MEETING\)](#)

---

AUG  
23  
2021

## Board Meeting

(/2021-08-23-board-meeting)

- Agenda (/files/gdd5bde7d/8-23-21++CSD+agenda+with+link+.docx)
- link to 8-23-21 zoom meeting.docx (/files/2010f0d77/+link+to+8-23-21+zoom+meeting.docx)

READ MORE » (/2021-08-23-BOARD-MEETING)

---

JUL  
19  
2021

## Board Meeting

(/2021-07-19-board-meeting)

- Agenda (/files/a16560f22/BCCSD+Agenda+7-19-21.pdf)
- Minutes (/files/1c2f7eb8e/7-19-21++BCCSD+MInutes.pdf)

READ MORE » (/2021-07-19-BOARD-MEETING)

---

JUN  
28  
2021

## Board Meeting

(/2021-06-28-board-meeting)

- Agenda (/files/1f55e367a/BELL+CANYON+CSD+Agenda+6-28-21docx.docx)
- Minutes (/files/736f206c5/BCCSD+6-28-21+Approved+Minutes+.pdf)

READ MORE » (/2021-06-28-BOARD-MEETING)

---

MAY  
24  
2021

## Board Meeting

(/2021-05-24-board-meeting)

- Agenda (/files/g60cdac45/Agenda+5-24-21.docx)
- Minutes (/files/degg6c363/BCCSD+5-24-21+Approved+Minutes+.pdf)
- Notice of May 24 2021 CSD Zoom meeting 2.pdf  
(/files/aeg19119d/Notice+of+May+24+2021+CSD+Zoom+meeting+2.pdf)

READ MORE » (/2021-05-24-BOARD-MEETING)

---

APR  
19  
2021

## Board Meeting

(/2021-04-19-board-meeting)

- Agenda (/files/8d41a0993/Bell+Canyon+CSD+Mtg+Agenda+4-19-21.docx)
- Minutes (/files/5f8642a29/4-19-21+CSD+minutes+approved.docx)

READ MORE » (/2021-04-19-BOARD-MEETING)

---

MAR  
1

## Board Meeting



15  
2021

## Board Meeting

(/2021-03-15-board-meeting)

- Agenda (/files/ecdaa7198/Agenda+3-15-21+mtg+BC+CSD.docx)
- Minutes (/files/3d38b5fcd/3-15-21+CSD+Minutes+.docx)

[READ MORE » \(/2021-03-15-BOARD-MEETING\)](#)

---

FEB  
22  
2021

## Board Meeting

(/2021-02-22-board-meeting)

- Agenda (/files/06b247022/2-22-21+CSD+Agenda+.docx)
- Minutes (/files/3488ga98d/2-22-21+CSD+minutes.docx)

[READ MORE » \(/2021-02-22-BOARD-MEETING\)](#)

---

JAN  
11  
2021

## Board Meeting

(/2021-01-11-board-meeting)

- Agenda (/files/1ebe0077f/1-11-21+CSD+Agenda+Final.pdf)
- Minutes (/files/257975058/BCCSD+1-11-21+approved+minutes.pdf)

[READ MORE » \(/2021-01-11-BOARD-MEETING\)](#)

COPYRIGHT © 2021 BELL CANYON COMMUNITY SERVICES DISTRICT  
30 HACKAMORE LANE, SUITE #2B, BELL CANYON SUITE CA 91307

[PRIVACY POLICY \(/PRIVACY-POLICY\)](#)

POWERED BY STREAMLINE (HTTP://WWW.GETSTREAMLINE.COM/) | SIGN IN (HTTPS://BELLCANYONCSD.SPECIALDISTRICT.ORG/USERS/SIGN\_IN?DESTINATION=%2FBOARD-MEETINGS)

**ATTACHMENT 4**



## FAIR POLITICAL PRACTICES COMMISSION

P.O. Box 807 • 428 J Street • Sacramento, CA 95812-0807  
(916) 322-5660 • Fax (916) 322-0886

September 16, 1998

Gale Guthrie  
Guthrie & Guthrie  
3461 Robin Lane, Suite 2  
Cameron Park, California 95682

**Re: Your Request for Advice  
Our File No. I-98-209**

Dear Mr. Guthrie:

This letter is in response to your request for informal assistance regarding the provisions of the Political Reform Act (the "Act").<sup>1</sup> (Regulation 18329(c)(1), copy enclosed.)<sup>2</sup>

### QUESTION

Does a conflict of interest exist for an individual serving as a director of a homeowners' association and on a board of directors of a community services district?

### CONCLUSION

The Act does not prohibit an individual from serving as a member of the board of directors of a community services district and as a director of a homeowners' association. However, if the homeowners' association is a source of income or other economic interest to the individual, he or she may not participate in any district decision if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from the effect on the public generally, on the homeowners' association.

---

<sup>1</sup> Government Code sections 81000 - 91014. Commission regulations appear at title 2, sections 18109 - 18995, of the California Code of Regulations.

<sup>2</sup> Informal assistance does not provide the requestor with the immunity provided by an opinion or formal written advice. (Section 83114; Regulation 18329(c)(3).)

## FACTS

You are writing on behalf of your client, Greenstone Country, a community services district ("district"). The district and a homeowners' association have an ongoing contractual relationship where the district pays the association money for performing certain services. The homeowners' association is a California nonprofit mutual benefit corporation. On September 14, 1998, in a telephone conversation with your secretary, I obtained the name of the district you represent.

## ANALYSIS

### *Holding Offices*

The Act does not prohibit a public official from holding any public position. Thus, the Act does not prohibit an individual from serving on the board of directors of a community services district. Moreover, the Act does not regulate an individual's conduct as a director of a private entity, such as a homeowners' association.<sup>3</sup>

However, the conflict-of-interest provisions of the Act (Section 87100 et seq., discussed below) do prohibit a public official from participating in a decision that will have a financial effect on his or her economic interests. This prohibition is applied on a decision-by-decision basis.

### *Conflicts of Interest*

Section 87100 prohibits any public official from making, participating in making, or otherwise using his or her official position to influence a governmental decision in which the official has a financial interest.

Section 87103 specifies that a public official has a financial interest if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from the effect on the public generally, on the official or a member of his or her immediate family, or on among other things:

---

<sup>3</sup> The Commission has no jurisdiction over any provisions outside the Political Reform Act. There may be other laws that would apply to your fact pattern that are outside our jurisdiction.



“(a) Any business entity in which the public official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.

\* \* \*

(c) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made.”

Section 87103(a), (c), (d) and (e).

Accordingly, if an individual is employed with a business entity, the business entity would be a potentially disqualifying economic interest for purposes of Section 87103(a) and (d). Section 82005 defines "business entity" as an organization or enterprise operated for profit, including but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association. As a nonprofit entity, the homeowners' association is not a "business entity" as defined by the Act.

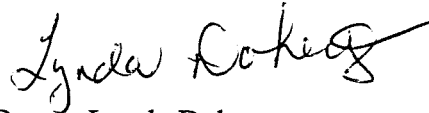
Entities also become economic interests of an official if they are *sources of income* to the official or sources of gifts. Thus, if an individual receives income or gifts from the homeowners' association, it would be a potentially disqualifying economic interest to the individual. (Section 87103(c) and (d).)

You have not provided any facts pertaining to a specific decision. However, we have enclosed some general materials pertaining to conflicts of interest for your information.

If you have any other questions regarding this matter, please contact me at  
(916) 322-5660.

Sincerely,

Steven G. Churchwell  
General Counsel

A handwritten signature in black ink, appearing to read "Lynda Doherty". The signature is written in a cursive style with a long horizontal stroke at the end.

By: Lynda Doherty  
Political Reform Consultant, Legal Division

SGC:LD:jlw

Enclosure

# ATTACHMENT 5

**carol henderson**

---

**From:** Carol Henderson [Carol@bellcanyon.com]  
**Sent:** Friday, May 29, 2009 12:56 PM  
**To:** 'Kim Uhlich'  
**Subject:** RE: General Powers of a CSD versus Authorized Services & Facilities

Thank you Kim for a clear and thorough response.

Carol R. Dean Henderson  
BELL CANYON ASSOCIATION  
30 HACKAMORE LANE, SUITE #8  
BELL CANYON CA 91307  
PHONE 818-346-9879  
FAX 818-883-8490  
[carol@bellcanyon.com](mailto:carol@bellcanyon.com)

-----Original Message-----

**From:** Kim Uhlich [mailto:Kim.Uhlich@ventura.org]  
**Sent:** Friday, May 29, 2009 12:18 PM  
**To:** carol@bellcanyon.com  
**Subject:** General Powers of a CSD versus Authorized Services & Facilities

Carol,

Thank you again for calling to discuss plans by the Bell Canyon CSD to adopt an ordinance providing for the maintenance of foreclosed properties and to potentially enter into a land lease agreement with the Bell Canyon Association to expedite permitting of a maintenance facility.

As you are aware, the exercise of a latent power by a community services district must first be reviewed and approved by LAFCo. In the CSD governing act, the definition of latent powers specifically references those services and facilities set forth in Govt. Code Section 61100. Aside from the services and facilities referenced in Section 61100, CSD's may exercise a number of general powers as set forth in Sections 61060 - 61070. It is in these sections that at power to adopt ordinances and enter into real estate transactions can be found (among other powers). Based on my reading of the act, the exercise of only those powers set forth in Section 61100 is subject to LAFCo review. Therefore, adopting an ordinance or entering into a real estate transaction would not be subject to LAFCo purview.

In case it might be helpful for future reference, I have copied the relevant code sections on the attached document. Thank you again for your call; it's always a pleasure to work with you. Please let me know if I can be of help in any other way.

Regards,  
Kim

Kim Uhlich, Executive Officer  
Ventura Local Agency Formation Commission 800 S. Victoria Avenue Mail Stop 1850 Ventura, CA 93009-1850  
Voice: (805) 654-2866  
Fax: (805) 477-7101  
[kim.uhlich@ventura.org](mailto:kim.uhlich@ventura.org)  
[www.ventura.lafco.ca.gov](http://www.ventura.lafco.ca.gov)



# ATTACHMENT 6

## GROUNDS LEASE

### (Bell Canyon CSD—Park and Trail Lease)

This GROUNDS LEASE ("Lease") dated the 20 day of October, 2020 ("Effective Date"), is entered into by and between the Bell Canyon Homeowner's Association, a California corporation (hereinafter referred to as "Landlord") and the Bell Canyon Community Services District, a California governmental entity (hereinafter referred to as "Tenant").

#### 1. PREMISES.

1.1 Landlord, in consideration of the rental reserved and agreed to be paid by Tenant and the performance by Tenant of its other obligations specified herein, hereby leases to Tenant, and Tenant hereby leases from Landlord, those parcels of unimproved land and all associated easement rights (collectively, the "Premises") situated within Bell Canyon, an unincorporated area in the County of Ventura, State of California, as further described in Exhibit A attached hereto. The Premises described in Exhibit A consist of the "Park Area" and the "HOA Trails". The Park Area consists of approximately three (3) acres and is commonly referred to as Bell Creek Park. The HOA Trails and their approximate location are shown on Exhibit B attached hereto, which trails are commonly known as the Ridge Trail and the Waterfall Trail.

#### 2. TERM.

2.1 This lease shall commence as of the Effective Date and will have a term ("Term") of ten (10) years beginning as of the Effective Date and ending on 10/30, 2030. Landlord shall deliver the Premises to Tenant on the Effective Date and Tenant shall have exclusive possession, control and use of the Premises during the Term, as it may be extended from time to time pursuant to the options and option periods set forth below, subject only to the terms and conditions of this Lease and to all matters of then of record. For purposes of clarity, Landlord and Tenant acknowledge and agree that the existing matters of record include the Association CC&Rs and that all rights of Tenant are subject to the rights and easements set forth therein, including the rights of residents to access the Park Area and Trails for purposes of enjoyment and use.

2.2 The term "Lease Year" as used in this Lease shall mean each twelve (12) months beginning with the Effective Date and each anniversary thereof. If the Effective Date occurs on a day other than the first day of a calendar month then the first Lease Year shall consist of the first twelve (12) full calendar months and shall also include any partial month at the beginning of the Term.

2.3 Tenant shall have ten (4) options of five (5) years (each an "Option Period") to extend the Term of this Lease ("Option"). Tenant shall be required to give Landlord written notice of its intention to exercise its Option not less than thirty (30) days prior to the expiration of the initial Term or the preceding Option Period, whichever is applicable ("Exercise Date"). If Tenant is in material uncured default and Landlord has delivered notice to Tenant of such default at the time Tenant delivers notice of its exercise of an Option to Landlord, then such notice of exercise shall be ineffective to exercise such Option, and this Lease shall expire at the end of the initial Term or the applicable Option Period. Except as otherwise specifically provided herein, the Option Period shall be considered part of the Term. If Tenant shall exercise the Option, then this Lease shall be extended for the Option Period upon all of the terms; covenants, and conditions contained in this Lease.

#### 3. MINIMUM RENT.

3.1 Tenant covenants to pay Landlord, commencing on the Effective Date, without previous demand therefor and without any setoff whatsoever, a minimum rent ("Minimum Rent") of One Hundred (\$100) per Lease Year.

3.2 The payments of Minimum Rent as set forth above shall be due and payable in one annual installment on the first day of each Lease Year during the Term hereof.

3.3 Should the Lease terminate on a day other than the last day of a Lease Year, then the Minimum Rent for such fractional Lease Year shall be prorated for that Lease Year based upon the portion of such year which falls within the Term. If Tenant fails to pay the Minimum Rent when the same is due and payable such unpaid amount shall bear interest at the maximum lawful rate existing from time to time from the date due to the date of payment and computed on the basis of monthly compounding with actual days elapsed as compared to a three hundred sixty (360) day year. In addition to such interest, Tenant acknowledges that the late payment by Tenant of any Minimum Rent will cause Landlord to incur certain costs and expenses not contemplated under this Lease, the exact amount of which costs are extremely difficult or impracticable to fix. Such costs and expense will include, without limitation, administrative and collection costs, and processing and accounting expenses. Therefore, if any such Minimum Rent is not received by Landlord from Tenant when due, Tenant shall immediately pay to Landlord a late charge of ten percent (10%) of the amount due. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its loss caused by Tenant's nonpayment. Should Tenant pay said late charge but fail to pay contemporaneously therewith all unpaid amounts of Minimum Rent, Landlord's acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to Tenant's nonpayment or prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease or under law. Such late charge shall not apply unless Tenant has failed to pay said Minimum Rent within five (5) days of receipt of Landlord's written notice of such delinquency.

4. **SECURITY DEPOSIT.** No security deposit is required.

5. **TAXES.**

5.1 Notwithstanding anything herein to the contrary, Landlord shall pay the Taxes (defined below) levied against the tax parcel comprising the Premises (the "Tax Parcel") during the Term of this Lease. Landlord shall pay, or cause the payment of, all Taxes thirty (30) days before any fine, penalty, interest or cost may be added thereto, become due or be imposed by operation of law for the nonpayment or late payment thereof. Tenant shall have no liability or obligation to pay for any Taxes or for any discount forfeited or penalty incurred as a result of late payment by Landlord.

5.2 As used in this Lease, the term "Taxes" levied on the Premises shall mean any form of tax, assessment, lien, bond obligation, license fee, license tax, tax or excise on rental, or any other levy, charge or expense, together with any statutory interest thereon, imposed or required at any time by any federal, state, county or city authority having jurisdiction, or any political subdivision thereof; or any school, agricultural, lighting; drainage or other improvement or special assessment district thereof (hereinafter individually and collectively referred to as "Governmental Agencies"), on any interest of Landlord or Tenant or both (including any legal or equitable interest of Landlord or its mortgagee, if any) in the Premises including without limitation: (i) any impositions upon this Lease or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises; and (ii) any and all costs (including; without limitation, the fees of experts, tax consultants and attorneys) incurred by Landlord should Landlord elect to negotiate or contest the amount of said Taxes in formal or informal proceedings before the taxing governmental agency.

6. **CONSTRUCTION OF IMPROVEMENTS.** Any construction of improvements which Tenant elects to undertake on the Premises during the Term of the Lease ("Improvements") shall be at the sole discretion, cost and expense of Tenant, so long as said improvements are undertaken in compliance with the terms of this Lease.

7. **USE AND OPERATION.**

7.1 Tenant may use the Premises solely for the operation, maintenance, construction and improvement of a recreational park and hiking trail areas, including such park, hiking trail, recreation facilities, open space, parking, transportation, and other related services that improve the community's recreational quality of life, subject further to the terms of this Section 7.

7.2 During the Term, Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations and requirements of all governmental and quasi-governmental authorities (including the Americans With Disabilities Act; and any amendments thereto) having jurisdiction over the Premises ("Applicable Laws") with respect to any improvements constructed on the Premises by Tenant, and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior or mechanical, electrical or plumbing systems of the Improvements, then Tenant shall so inform Landlord prior to undertaking any required alterations and shall make such alterations in accordance with the terms of Section 10.

7.3 The Premises shall not be used for any purposes which would knowingly violate Applicable Laws, including zoning restrictions, violate any terms and conditions of this Lease, require alterations which would materially diminish the value of the Premises, or constitute a materially inferior use than the authorized uses. Examples of inferior uses include, without limitation (i) drilling, refining, smelting, agricultural, mining or other industrial operation; (ii) any trailer court, labor camp, junkyard, or stockyard; (iii) any dumping, disposing, incineration, or reduction of garbage; (iv) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation; (v) any central laundry, dry cleaning plant or laundromat; (vi) any dance hall; nightclub or discotheque; (vii) any mortuary or funeral home; (viii) any establishment selling or exhibiting pornographic materials or drug-related paraphernalia (including any so called "headshop") or which exhibits live or by other means to any degree, nude or partially clothed dancers or wait staff and/or any massage parlors or similar establishments; (ix) any pool or billiard hall; (x) any gambling facility or operation, including but not limited to off-track or sports betting parlor; (xi) any boat or boat trailer rentals, leases or displays except as incidental to other permitted retail activities; (xii) any massage parlor; and (xiii) any use which would permit the use, storage, release, spill, leak, emptying, discharge, dump or abandonment of Hazardous Substances (defined below) on, about, under the Premises in violation of applicable law, except in the ordinary course of its usual business operations.

#### **8. UTILITY SERVICES.**

Tenant agrees, at its own expense, to pay for all water, gas, power and electric current and all other utilities provided to the Premises from and after the Effective Date and during the Term of this Lease which are measured by a separate meter serving all or a portion of the Premises and no other property or improvements. For any utilities which are subject to a master meter or which service any property or Improvements other than the Premises, Landlord alone shall be responsible for all charges for such utility unless and until the Premises (or the applicable portion thereof) have been separately metered from any other property or improvements. Landlord shall not be liable for, and Tenant shall not be entitled to any damages, abatement or reduction in rent by reason of, any interruption or failure in the supply of utilities beyond Landlord's control. No failure, stoppage or interruption of any utility or service beyond Landlord's control shall be construed as an eviction of Tenant nor shall it relieve Tenant from any obligation to perform any covenant or agreement under the Lease.

#### **9. INDEMNITY-INSURANCE-WAIVER OF-SUBROGATION.**

9.1 Landlord shall indemnify, defend and hold Tenant harmless from any and all costs, losses, claims, damages, causes of action, expense or liability, including, without limitation, any legal fees or costs incurred by Tenant with respect to counsel of its choice, (collectively, "Claims") arising from or related directly or indirectly to: (i) any use of the Premises; (ii) any personal injury or property damage occurring on or in connection with the operation or condition of the Premises or any entry thereon; (iii) any breach or default in the performance of Landlord's obligations under this Lease; (iv) any misrepresentation or breach of warranty by Landlord under this Lease; or (v) other acts or omissions of Landlord; provided, that such indemnification shall not extend to any Claims caused by Tenant's intentionally wrongful



conduct or Tenant's gross negligence, or any Claims for which Tenant is responsible under Section 13.6, or to the extent any such Claims are in fact fully covered under and paid by Tenant's insurance on the Premises or are in fact fully covered under any applicable governmental immunity to which Tenant may be entitled. In connection with the foregoing, Tenant agrees to assert all governmental immunities available to it in order to mitigate or minimize any liability exposure to Tenant and Landlord. Landlord shall defend Tenant against any such cost Claims at Landlord's sole cost and expense with counsel reasonably acceptable to Tenant, or, at Tenant's election, Landlord shall reimburse Tenant for any legal fees or costs incurred by Tenant in connection with any such Claims. As used in this Section, the term "Tenant" shall include Tenant's employees, agents, contractors, advisors, board members, officers and invitees.

9.2 Landlord will continue to carry and maintain, at its sole cost and expense, throughout the Term of this Agreement, all liability policies currently in place with respect to the Premises, including Commercial General Liability Coverage, automobile coverage, and worker's compensation and employer's liability coverages. Concurrent herewith Landlord has provided copies of the existing policies providing that coverage to Tenant. In the event of any material change to those coverages, Landlord shall promptly notify Tenant of such change. All liability policies carried by Landlord shall name Tenant as an additional insured at all times during the Term of this Lease, in a form approved by Tenant. During the Term of this Lease, Tenant shall continue to maintain CGL insurance on the Premises in accordance with Tenant's existing practices. Tenant has provided a copy of its current insurance coverages to Landlord and shall promptly notify Landlord of any change therein. All liability policies maintained by Tenant shall name Landlord as an additional insured. Notwithstanding anything herein to the contrary, to the extent available, Tenant shall exercise its best efforts to cause any third party claims brought during the Term of this Lease to be covered by Tenant's insurance as the primary carrier before requesting coverage under any Landlord insurance or indemnity, which shall be secondary.

9.2.1 Policy Form: All policies of insurance provided for herein to be maintained by Landlord shall be Issued by insurance companies, with general policy holder ratings of not less than A- and a financial rating of at least VII as rated in the most current available "Best's Insurance Reports" and shall be qualified to do business in the State of California., The Landlord's commercial general liability policy shall name Landlord as the insured (and Tenant as additional insureds), which policy shall be for the mutual and joint benefit and protection of Landlord and Tenant, and executed copies of such policies of insurance (and any replacement or successor policies) shall be delivered to Tenant prior to the Effective Date and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All commercial general liability and property damage policies shall contain a provision that Tenant, although named as an additional insured, shall nevertheless be entitled to recover under such policies for any loss occasioned to it or its servants, agents, board members, staff and employees by reason of the negligence of the Landlord. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Landlord in like manner and to like extent. All policies of insurance delivered to Tenant must contain a provision that the company writing said policy will give to Tenant thirty (30) days' notice in writing in advance of any cancellation or lapse, or the effective date of any reduction in the amounts of insurance..

9.3 Notwithstanding anything to the contrary contained within this Section 9, Landlord's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Landlord, provided, however, that Tenant shall be named as additional insured thereunder as their interests may appear and that the coverage afforded Tenant will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied. Landlord agrees to permit Tenant at all reasonable times to inspect the policies of insurance of Landlord covering risks upon the Premises.

9.4 Each party hereto ("Releasing Party") hereby releases the other ("Released Party") from any liability which the Released Party would, but for this Section, have had to the Releasing Party arising out of or in connection with any accident or occurrence or casualty on the Premises but only to the extent of any recovery by the Releasing Party under any casualty or property damage insurance being carried by the Releasing Party at the time of such accident or occurrence or casualty, which accident or occurrence or casualty may have resulted in whole or in part

from any act or neglect of the Released Party, its officers, agents or employees; provided, however, the release hereinabove set forth shall become inoperative and null and void if the Releasing Party contract for the insurance required to be carried under the terms of this Lease with any insurance company which (1) takes the position that the existence of such release violates or would adversely affect any policy so insuring the Releasing Party in a substantial manner and notice thereof is given to the Released Party, or (2) requires the payment of a higher premium by reason of the existence of such release, unless in the latter case the Released Party, within ten (10) days after notice thereof from the Releasing Party, pays such increase in premium. In the event the release of one party becomes null and void due to such circumstances, the release of the other shall also become null and void at the same time.

**10. TENANT'S RIGHT TO MAKE ALTERATIONS.** Landlord agrees that Tenant may, at its own expense and after giving Landlord notice in writing of its intention to do so, from time to time during the Term of this Lease, make alterations, additions and changes in and to the Premises as it may find necessary or convenient for the purpose of providing recreational use of and access to the Premises. All alterations, additions or changes which Tenant elects to make to the Premises shall be made in accordance with plans and specifications with respect thereto. All work with respect to any alterations, additions, and changes must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be complete except during the period of work. Upon completion of such work, Tenant shall file for record in the office of the County Recorder where the Premises is located a Notice of Completion as permitted by law. Upon termination of Tenant's leasehold estate, such alterations, additions or changes shall be considered as improvements and shall not be removed by Tenant but shall become a part of the Premises. Any such changes, alterations and improvements shall be performed in accordance with all applicable laws and ordinances relating thereto. Subject to further modification of the scope or nature of the improvements as Tenant determines necessary or appropriate in furtherance of the recreational purpose described herein, the initial improvements to the Premises contemplated by the Tenant may include some or all of the "Conceptual Improvement Summary" provided to Landlord concurrent with the execution of this Lease.

**11. MECHANIC'S LIEN.**

11.1 Tenant agrees that it will pay or cause to be paid all costs for Work done by it or caused to be done by it on the Premises and Tenant will keep the Premises free and clear of all mechanic's liens and other liens on account of work done for Tenant. Tenant agrees to and shall indemnify, defend and save Landlord free and harmless against liability, loss, damage, cost, attorneys' fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for Tenant.

11.2 If Tenant shall desire to contest any claim of lien, upon Landlord's request following commencement of an action for foreclosure of that lien, Tenant shall furnish Landlord adequate security in the amount of the claim, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of such a lien for any amount is entered, Tenant shall pay and satisfy the same at once.

11.3 If Tenant shall be in default in paying any charge for which a mechanic's lien claim and suit to foreclose the lien have been filed, and shall not have given Landlord security to protect the Premises and Landlord against such claim of lien, then, within thirty (30) days after Landlord's request therefor following commencement of such suit to foreclose the lien, Landlord may (but shall not be so required to) pay the said claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Tenant to Landlord and Tenant shall pay the same to Landlord with interest at the maximum lawful rate from the date of Landlord's payments on behalf of Tenant until the date repaid.

11.4 Should any claims of lien be filed against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

11.5 Landlord or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility, or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any such lien, give to Landlord at least fifteen (15) days prior written notice of its intention to do so in order to enable the posting of such notice.

**12. FIXTURES AND PERSONAL PROPERTY.** Notwithstanding anything elsewhere in this Lease to the contrary, it is acknowledged and agreed as follows:

12.1 All movable equipment, supplies, furniture, furnishings and other items of any nature whatsoever at any time during the Term hereof brought into, kept in, placed in or installed upon the Premises by Tenant, except affixed or attached or connected, whether or not denominated or characterized for any purpose, as fixtures or trade fixtures, shall, for all purposes and as to all persons, be, remain and constitute PERSONAL property, and are not intended to be and shall not constitute real property or fixtures or trade fixtures, all of said property being hereafter called "Tenant's Personalty." Tenant's Personalty shall be and remain the property of Tenant and Tenant shall have the right to remove all or any part thereof at any time or times (whether or not Tenant is then in default under this Lease) prior to or within ten (10) business days after the expiration or other termination of this Lease, Tenant hereby agreeing, at its sole cost and expense, to repair any damage of the Premises resulting from any such removal.

12.2 Tenant shall pay before delinquency all taxes (including sales and use taxes), assessments, license fees and public charges levied, assessed or imposed upon its business operations as well as upon its merchandise, fixtures or other personal property. In the event such items of property are assessed with property of Landlord, then and in such event, such assessment shall be divided between Landlord and Tenant so that Tenant shall pay only its equitable portion of such assessment. Landlord shall determine the basis of pro rating any such assessment and such determination shall be binding upon both Landlord and Tenant absent demonstrated error. No taxes, assessments, fees or charges referred to in this Section 12.2 shall be considered as Taxes under the provisions of Section 4 above.

12.3 Except as specifically set forth above; nothing contained in this Section 12 shall reduce or modify the rights and obligations of the parties hereto with respect to each other, or in any way modify the remedies upon a breach of this Lease.

**13. HAZARDOUS SUBSTANCES.** The term "Hazardous Substances," as used in this Lease, shall include, without limitation, all substances classified under the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. § 6901 et seq., flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

13.1 Tenant shall not cause any of the following to occur:

13.1.1 Any violation of any federal, state, or local law, ordinance or regulation now or hereafter enacted, governing environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

13.1.2 The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises in violation of applicable law, or the transportation to or from the Premises of any Hazardous Substance in violation of applicable law.

13.2 Tenant shall, at Tenant's own expense, comply with all Applicable Laws regulating the use, generation, storage; transportation, or disposal of Hazardous Substances by Tenant on the Premises.

13.3 Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Applicable Laws with respect to any use of Hazardous Substances by Tenant on the Premises.

13.4 Should any Authority or any third party demand that a cleanup plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances by Tenant on the Premises during the Term of this Lease, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all such cleanup plans,

13.5 Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances by Tenant on the Premises that is reasonably requested by Landlord. No attempt made by Landlord to mitigate damages under any Applicable Law with respect to any conduct of Tenant on the Premises shall constitute a waiver of any of Tenant's obligations under this Section 13.

13.6 Tenant shall indemnify, defend, and hold harmless Landlord and its respective officers, directors, beneficiaries, members, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of the presence, deposit, spill, discharge, or other release of Hazardous Substances by Tenant on the Premises during the Term of this Lease.

13.7 Tenant's and Landlord's obligations and liabilities under this Section 13 shall survive the expiration of this Lease with respect to any obligations that have accrued prior thereto.

#### **14. ASSIGNING, MORTGAGING, SUBLETTING, CHANGE IN CORPORATE OWNERSHIP.**

14.1 Tenant shall not voluntarily or involuntarily, by operation of law or otherwise, assign or otherwise transfer this Lease or any interest therein (an "assignment") or sublet or suffer any other person to occupy or use the Premises, or any part thereof, or any right or privilege appurtenant thereto (collectively, a "sublease"; all assignments and subleases are sometimes collectively referred to hereinafter as a "Transfer") without the consent of Landlord in its sole discretion. Any Transfer other than as permitted in this Section shall be null and void.

14.2 Should Tenant make a Transfer as permitted in this Section, Tenant shall nevertheless remain primarily liable to Landlord for full payment of the Rent and other charges and full performance of Tenant's other obligations under this Lease. No consent by Landlord to any modification, amendment or termination of this Lease, or extension, waiver or modification of payment or of the performance of any obligation under this Lease, shall affect the continuing liability of Tenant for its obligations and liabilities hereunder, and Tenant waives any defense arising out of or based thereon. With respect to any Transfer permitted in this Section, such Transfer shall not be valid or effective unless and until Tenant delivers to Landlord a copy of a written agreement in form and substance reasonably satisfactory to Landlord pursuant to which, in the case of an assignment, the assignee assumes all of the obligations and liabilities of the Tenant under this Lease and, in the case of any other Transfer, the transferee agrees that such Transfer shall be subject to all of the covenants, terms and conditions of this Lease;

14.3 Any guaranty of Tenant's performance executed as consideration for this Lease shall remain in full force and effect before and after any Transfer; provided, however, that Landlord may, at its option, require each guarantor under any outstanding guaranty of this Lease to reaffirm such guaranty as a condition to giving its consent to any Transfer.

#### **15. REPAIRS AND MAINTENANCE; END OF TERM**



15.1 Tenant, at Tenant's sole cost and expense, shall maintain in good condition and repair and in a clean and attractive condition all portions of the Premises during the Term of this Lease.

15.2 Tenant agrees to permit Landlord and its authorized representatives to enter the Premises at all reasonable times and in a reasonable manner during usual business hours for the purpose of inspecting the same. Tenant further covenants and agrees that Landlord, at its sole cost and expense and as its sole remedy for such matter, may go upon the Premises and make any necessary repairs to the Premises and perform any work therein which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority or of the Insurance Services Office or of any similar body or that Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed or cause such work to be performed promptly after receipt of written notice thereof from Landlord. No exercise by Landlord of any rights herein reserved, shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of Rental.

15.3 Upon the expiration or termination of this Lease, Tenant shall surrender the Premises, including the Improvements, to Landlord in good and broom clean condition, with all of Tenant's Personalty removed, excepting ordinary wear and tear.

15.4 If Tenant, with Landlord's consent, remains in possession of the Premises after the expiration or sooner termination of the Term, such possession by Tenant shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days prior written notice given at any time by either party. All provisions of this Lease shall apply to the month-to-month tenancy, except those specifying the Lease Term, options to extend and Minimum Rent, which shall be equal to one hundred twenty-five percent (125%) of the Minimum Rent paid in the month immediately preceding the month-to-month tenancy. Neither any provision hereof nor acceptance by Landlord of Rent (or partial payment of rent) after such expiration or earlier termination without Landlord's written consent shall be deemed a consent to a holdover hereunder or result in a renewal of this Lease or an extension the Term or a waiver of any of Landlord's right or remedies with respect to such holdover. Notwithstanding any provision to the contrary contained herein, Landlord expressly reserves the right to require Tenant to surrender possession of the Premises upon the expiration of the Term of this Lease or upon the earlier termination hereof. Landlord shall have no duty whatsoever to notify or remind Tenant of any pending expiration of this Lease.

16. **DAMAGE AND DESTRUCTION.** If the Improvements to the Premises constructed by Tenant are damaged or destroyed, Tenant shall promptly repair or rebuild, whichever is applicable, such improvements in accordance with the terms of this Lease but only to the extent of any available insurance proceeds received by Tenant. Tenant hereby waives all statutory or common-law rights of termination in respect to any partial destruction or casualty, including without limitation, the provisions of California Civil Code Sections 1932(2) and 1933(4) and any present or future laws or case decisions to the same effect.

17. **EMINENT DOMAIN.**

17.1 For purposes of this Section, the following terms shall have the meaning indicated:

17.1.1 "Condemnation"; means (i) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor and (ii) a voluntary sale or transfer by Landlord to any condemnor; either under threat of condemnation or while legal proceedings are pending.

17.1.2 "Date of taking" means the date the condemnor has the right to possession of the property being condemned.

17.1.3 "Award" means all compensation, sums, or anything of value awarded, paid, or received on a total or partial condemnation.

17.1.4 "Condemnor" means any public or quasi-public authority, or private corporation or individual having the power of condemnation.

17.2 If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking.

17.3 If less than ten percent (10%) of the Premises is taken by condemnation, this Lease shall remain in effect and Tenant shall repair and restore the Premises to the extent of any available insurance or condemnation proceeds, except that Tenant shall have the right to terminate this Lease if the remaining portion of the Premises as determined by Tenant is not usable for the operation of Tenant's purposes.

17.4 If more than ten percent (10%) of the Premises is taken by condemnation, then either Landlord or Tenant shall unilaterally have the right to terminate this Lease.

17.5 If Tenant elects to terminate this Lease, Tenant must exercise its rights to terminate pursuant to this Section by giving written notice to Landlord within ninety (90) days after the nature and the extent of the taking have been finally determined. If Tenant elects to terminate this Lease as provided in this Section, Tenant also shall notify Landlord of the date of termination, which date shall not be earlier than thirty (30) days, nor later than one hundred eighty (180) days after Tenant has notified Landlord of its election to termination, except that this Lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination as designated by Tenant. If Landlord elects to terminate this Lease, Landlord shall exercise its rights to terminate pursuant to this Section by giving written notice to Tenant within sixty (60) days after Landlord is notified of the taking.

17.6 If any portion of the Premises themselves are taken by condemnation and this Lease remains in full force and effect, then on the date of taking, the Minimum Rent shall be reduced by an amount that is in the same ratio to the Minimum Rent as the Square Footage of the Premises taken bears to the Square Footage of the Premises immediately before the date of taking.

17.7 Each party waives the provisions of Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

17.8 Following application of the condemnation proceeds to the restoration of the Premises, the remaining balance of the Award shall belong to and be paid to Landlord, except that Tenant may seek a separate award for the value of Tenant's trade fixtures, improvements, and alterations placed in and made to the Premises by Tenant in accordance with this Lease (whether or not Tenant has the right to remove same pursuant to this Lease).

## 18. DEFAULTS BY TENANT.

18.1 The occurrence of any of the following shall constitute a default by Tenant hereunder:

18.1.1 Failure to pay any Rental due to Landlord hereunder, if the failure continues for five (5) days after written notice has been given to Tenant;

18.1.2 The failure to perform any other provisions of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant, provided however, that if the failure referred to in Tenant's notice cannot reasonably be cured within such thirty (30) day period, then Tenant shall commence to cure such failure within such thirty (30) day period, and thereafter, shall expeditiously complete such cure as soon as reasonably possible.

18.1.3 The default of any guarantor, if applicable, with respect to Tenant's obligations hereunder or under the provisions of any such guaranty of this Lease.

Notices given under this Section shall specify the alleged default and the applicable Lease provisions which have been breached, and shall demand Tenant to perform the provisions of the Lease or pay the Rental or other charges that are in arrears, as the case may be, within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in the notice. In addition, unless otherwise specified in the notice, the delivery of such notice shall not be deemed a waiver by Landlord of Landlord's right to receive Rental or other charges specified herein during such time periods as are set forth in this Section. Any notice given by Landlord pursuant to subsections 18.1.1 or 18.1.2 of this Section shall be in lieu of and not in addition to any notice required under the California Code of Civil Procedure under Section 1161 or any similar, superseding statute. When this Lease requires service of a notice, including any notices required by California Code of Civil Procedure section 1161 or any similar or successor statute, service of that notice in the manner required by this Lease shall replace and satisfy the statutory service-of-notice procedures, including those required by California Code of Civil Procedure Section 1162 or any similar or successor statute.

18.2 Landlord shall have the following remedies if Tenant commits a default as set forth above. These remedies are not exclusive; they are cumulative in addition to any other remedies now or later allowed by law. Such remedies may be exercised without further notice or demand of any kind to Tenant or any other person and include:

18.2.1 The right of Landlord to declare the Term hereof ended and to re-enter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon hereunder; or

18.2.2 The right of Landlord without declaring this Lease ended to collect said Rental that may thereafter become payable, as described in California Civil Code Section 1951.4.

18.2.3 The right of Landlord, even though Landlord may have elected its California Civil Code Section 1951.4 remedy, to thereafter elect to terminate this Lease and all of the rights to Tenant in or to the Premises.

18.3 In the event Landlord elects to operate the Premises itself, Landlord shall do so in a commercially reasonable manner and Landlord shall, subject to the rights of any Permitted Mortgagees (as defined in Section 25), take possession of, and have the right to use, any or all of Tenant's personal property located on the Premises as Landlord shall determine necessary or appropriate, excluding however the trademarks or trade address of Tenant. Should Landlord have re-entered the Premises under the provisions of Subsection 18.2.2 above, Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay Rental thereafter to accrue, or its liability for damages under any of the provisions hereof, by any such re-entry or by any action in unlawful detainer, or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that Landlord has so elected to terminate this Lease, and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of California and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notices) be deemed to be a termination of this Lease. In the event of any entry or taking possession of the Premises as aforesaid, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and to place the same in storage at a public warehouse at the expense and risk of the owner or owners hereof.

18.4 For all purposes of this Section 18, the term "Rental" shall be deemed to be the Minimum Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease, including interest and late charges.

18.5 The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rental hereunder by Landlord shall not be deemed to be a waiver of any preceding breach of Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular Rental so accepted regardless of Landlord's knowledge of such

preceding breach at the time of acceptance. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing by Landlord.

#### **19. DEFAULT BY LANDLORD.**

19.1 In the event Landlord shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Lease on its part to be performed or observe within thirty (30) days after written notice of default (or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after notice delivered to Landlord), then in that event, Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach. In the event Landlord has failed to cure the default referred to above within the thirty (30) day period, then Tenant shall have the right, but not the obligation, to undertake the repairs or other actions necessary to cure such default and to recover the cost of such cure, along with interest at the rate of ten percent (10%) per annum, from Landlord.

19.2 In consideration of the benefits accruing hereunder, the parties, on behalf of themselves and their successors and assigns, covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by such party: (a) no officer or member of that party shall be individually sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction of such party); (b) no service of process shall be made against any such officer or member of such party (except as may be necessary to secure jurisdiction of such party); (c) no officer or member of such party shall be required to answer or otherwise plead to any service of process; (d) no judgement will be taken against any such officer or member of such party; (e) no writ of execution will be levied against the assets of any such officer or member of such party; (f) the obligations under this Lease do not constitute personal obligations of the members, directors, officers, employees or staff of either party, and neither party shall seek recourse against members, directors, officers, employees, or staff of either party or any of their personal assets for satisfaction of any liability to another party; and g) these covenants and agreements are enforceable both by either party and also by any officer or member of any party.

#### **20. ATTORNEYS' FEES**

20.1 In the event that at any time during the Term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, in that event, the unsuccessful party in such action or proceeding shall pay the successful party for the reasonable expenses of attorneys' fees, paralegal fees and disbursements incurred therein by the successful party.

20.2 In addition the successful party in the action or proceeding referred to above shall recover from the losing party all reasonable attorneys' fees and costs incurred by the successful party in enforcing any judgement awarded by the court, tribunal or arbitrator. This provision shall survive any judgement and shall not be deemed merged into a judgement.

#### **21. SUBORDINATION, ATTORNMENT, NONDISTURBANCE.**

21.1 This Lease and all of Tenant's rights and interest in the leasehold estate hereunder, shall be subject and subordinate to any mortgages or deeds of trust that now encumber the Premises and to the rights of the mortgagees or beneficiaries thereunder, any and all advances made or to be made thereunder, the interest thereon and all modifications, renewals, replacements and extensions thereof. Landlord reserves the right, from time to time, to grant such new or additional mortgages or deeds of trust as Landlord deems necessary or desirable. At Landlord's request, Tenant shall join in the execution of any of the aforementioned documents, provided that such documents also provide commercially reasonable non-disturbance provisions recognizing Tenant's right of quiet possession. If any such mortgagee or beneficiary so elects in writing, then this Lease shall be superior to the lien of the mortgage or deed of trust held by such mortgagee or beneficiary, whether this Lease is dated or recorded before or after such mortgage or trust deed. Any such mortgagee or beneficiary may make such election by executing and



recording in the appropriate office of the county where the Premises are situated, a notice reciting that this Lease shall be superior to the lien of the mortgage or deed of trust of such mortgagee or beneficiary. From and after the recordation of such notice, this Lease shall be superior to the lien of said mortgage or deed of trust and shall not be extinguished by a foreclosure thereof or any sale thereunder. Upon request, Tenant shall promptly execute and deliver to Landlord, or any such mortgagee or beneficiary, any documents or instruments required by any of them to evidence subordination of this Lease hereunder upon the terms set forth above, or to make this Lease prior to the lien of any mortgage or deed of trust as herein specified. If Tenant fails or refuses to do so within ten (10) days after written request therefor by Landlord or such mortgagee or beneficiary, such failure or refusal shall constitute an event of default hereunder by Tenant, but shall in no way affect the validity or enforceability of the subordination to or by the mortgage or deed of trust held by such mortgagee or beneficiary.

21.2 Upon enforcement of any rights or remedies under any mortgage or deed of trust to which this Lease is subordinated, Tenant shall, at the election of the purchaser or transferee under such right or remedy, attorn to and recognize such purchaser or transferee as Tenant's landlord under this Lease without any deduction or setoff whatsoever. Tenant shall execute and deliver any document or instrument required by such purchaser or transferee confirming the attornment hereunder.

22. **QUIET POSSESSION.** Landlord agrees that Tenant upon paying the Rental and performing the covenants and conditions of this Lease may quietly have, hold and enjoy the Premises during the Term hereof.

23. **CAPTIONS AND TERMS.**

23.1 The captions of sections of this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

23.2 If more than one person or corporation is named as Landlord or Tenant in this Lease and executes the same as such, then and in such event, the words "Landlord" or "Tenant" wherever used in this Lease are intended to refer to all such persons or corporations, and liability of such persons or corporations for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter at the case may be, and the use of the singular shall include the plural.

24. **NOTICES.**

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. In lieu of mailing, either party may cause delivery of such notices, demands and requests to be made by personal service, telegram, email, air freight, or a nationally recognized overnight delivery service, provided that written proof of delivery is given to the sender. Such notices shall be delivered as follows:

**Landlord:** Bell Canyon Association, Inc,  
Attention:  
General Manager

---

**with copies to:** Wolf, Rifkin, Shapiro, Schulman and Rabkin, LLP  
11400 West Olympic Boulevard  
Ninth Floor  
Los Angeles, CA 90064

To Tenant: Bell Canyon Community Services District,  
a California governmental entity  
c/o Richard Levy; President and Dennis Roy, Director

---

---

---

with copies to: Musick Peeler  
624 S. Grand Ave.  
Suite 2000  
Los Angeles, CA 90017  
Attn: Jane Usher

Any notice required to be served in person on Tenant pursuant to the laws of the State of California may be served on Tenant at the Premises, provided that a copy of such notice is sent by mail as provided above to the address above for Tenant. All notices shall be effective upon delivery or on the date delivery is refused by the receiving party. Either party may change its notice address upon written notice to the other party.

**25. MISCELLANEOUS;**

25.1 It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant, or any other party.

25.2 It is agreed that if any provision of this Lease shall be determined to be void by any court competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall the meaning which renders it valid.

25.3 In the event Tenant is a corporation or other entity, the parties executing this Lease on behalf of Tenant hereby covenant and warrant that Tenant is a duly qualified corporation or such other entity, and all steps have been taken prior to the date hereof to qualify Tenant to do business in California; all franchise and corporate taxes, if applicable, have been paid to date; and all future forms, reports, fees and other documents necessary to comply with Applicable Laws will be filed when due.

25.4 It is understood that there are no oral agreements hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements and understandings if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Lease.

25.5 The laws of the State of California shall govern the validity, performance and enforcement of this Lease. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Ventura County, California. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

25.6 A waiver of any breach or default shall not be a waiver of any other breach or default. Landlord's consent to, or approval of, any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

25.7 Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or any other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to Rental and other charges to be paid by Tenant pursuant to this Lease.

25.8 Notwithstanding anything herein to the contrary, Tenant shall have the right, at any time in its sole discretion, to terminate this Lease upon written notice to Landlord, and, upon such termination, all further obligations of Tenant hereunder shall terminate and Tenant shall have no further obligations hereunder. Any such termination shall not limit or waive any obligations of Tenant that have accrued hereunder prior to the date of such termination.

**26. CERTIFICATE.**

26.1 Tenant and Landlord shall, without charge at any time and from time to time, within fifteen (15) days after receipt of a request by the other, certify by written instrument, duly executed acknowledged and delivered, to any mortgagee, beneficiary, assignee of any mortgagee, beneficiary, or purchaser of any proposed mortgagee, beneficiary, proposed assignee of any mortgagee, or proposed purchaser specified by the requesting party of the matters set forth below:

26.2 That this Lease is unmodified and in full force and effect (of, if there has been a modification, that the same is in full force and effect as modified and stating the modifications);

26.3 Whether or not, within the knowledge of the certifying party, there are then existing any set-offs or defenses against the enforcement of any of the agreements, terms, covenants, or conditions hereof upon the part of the certifying party to be performed or complied with (and if so, specifying the same); and

26.4 The dates, if any, to which the Rental(s) and other charges hereunder have been paid in advance;

26.5 Such other information as is reasonably requested.,

27. **BROKER.** Landlord and Tenant each represent and warrant to the other that it has had no dealings with any real estate broker, agent or finder in connection with the negotiation of this Agreement. Each party represents that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Agreement. Landlord shall pay all commissions or fees that are payable, if any, in accordance with the schedule approved by Landlord.

28. **SUCCESSORS AND ASSIGNS.** Except as otherwise provided in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns.

29. **TIME OF ESSENCE.** Time is of the essence with respect to the performance of every provision of this Lease in which time for performance is specified. If Tenant elects to dispute any billing or reconciliation from Landlord, Tenant must do so within one hundred eighty (180) days after Tenant's receipt of such billing or reconciliation or Tenant shall be deemed to have waived all rights to so dispute the same.

In witness whereof, the parties hereby agree and accept the terms and conditions of the Lease on this 22  
day of October, 2020.

**LANDLORD:**

**Bell Canyon Association, Inc.**  
a California corporation

By: 

Name: Lisa Riccomini

Its: Co-President

**TENANT:**

**Community Services District**  
a California governmental entity

By: 

Richard Levy

Its: President

1203470.1

**ATTACHMENT 7**





**BOARD OF SUPERVISORS  
COUNTY OF VENTURA**

625 WEST HILLCREST DRIVE, THOUSAND OAKS, CA 91360

MEMBERS OF THE BOARD  
JOHN C. ZARAGOZA  
Chair  
STEVE BENNETT  
LINDA PARKS  
KATHY I. LONG  
PETER C. FOY

LINDA PARKS  
SUPERVISOR, SECOND DISTRICT  
(805) 214-2510  
FAX: (805) 480-0585  
E-mail: [Linda.Parks@ventura.org](mailto:Linda.Parks@ventura.org)

June 20, 2012

Board of Directors  
Triunfo Sanitation District  
1001 Partridge Drive, Suite 150  
Ventura, California 93003-0704

Re: Conveyance of property to the Bell Canyon Community Services District

Dear Members of the Board:

I am writing in support of your Board conveying at no cost excess Bell Canyon property the Triunfo Sanitation District owns to the Bell Canyon Community Services District. My understanding is the land is not needed by TSD and has been leased at \$1 per year to the Bell Canyon CSD for access to playgrounds, parking, and a maintenance facility. As you probably know, transferring excess public property at no cost to other public entities is common practice.

For example, in 2008, the Ventura County Fire District conveyed its excess County-owned property in Bell Canyon to the Bell Canyon CSD at no cost. We provided it on the condition that the property be used for the benefit of the public within the Bell Canyon community for a period of not less than twenty-five years.

I encourage TSD to similarly transfer to the Bell Canyon CSD at no cost the excess Bell Canyon land it received for free and continue the TSD's good government practice of putting the public good before profit. This government to government transfer of excess land should be conditioned to be cost neutral to TSD. This transfer will be a welcomed and appreciated amenity to the Bell Canyon community.

Sincerely,

Linda Parks  
Supervisor, 2<sup>nd</sup> District

**ATTACHMENT 8**

--- On Tue, 8/27/13, [lanatickner@att.net](mailto:lanatickner@att.net) <[lanatickner@att.net](mailto:lanatickner@att.net)> wrote:

From: [lanatickner@att.net](mailto:lanatickner@att.net) <[lanatickner@att.net](mailto:lanatickner@att.net)>

Subject: Re: Bell Canyon CSD

To: "Kim Uhlich" <[Kim.Uhlich@ventura.org](mailto:Kim.Uhlich@ventura.org)>

Date: Tuesday, August 27, 2013, 3:38 PM

Kim, I have done some additional research and here are my findings. First, you may be assured that the Bell Canyon CSD Board intends to comply with ALL rules, procedures and statutes. Your email and attachments were forwarded to our counsel, and will be placed on the Agenda of our next Board meeting with his comments/recommendations. My husband was President of the CSD in January, 2008, and after a thorough search of his files, emails, Board agenda, etc., he is unable to locate your letter of January 29, 2008. So, I think it is safe to say that the CSD was not ignoring your concerns - they may never have been received. My research indicates that there are some facts contained in your letter that may not be entirely accurate. According to Carol Henderson, the BCA leased the (bus stop) property until 2008 from the County of Ventura. None of the improvements to the property were paid for by the CSD. The

BCA paid for paving, striping, etc., and Boeing paid for the bus shelter. The only reason that the CSD took title to the property is that "excess property" cannot be donated - without significant red tape - except to another Government entity (the CSD). Since the CSD is merely the "title holder" to the bus stop property - and assuming they spend no District funds on the bus stop - do you still feel it may require LAFCO approval. If so, what if the CSD leased the property to the BCA, and required them to honor the terms of the deed - ie. must be maintained as a bus stop for at least 15 years. Naturally, we will forward these questions to counsel, but your input would be invaluable to the resolution of - what appears to be - a long standing open issue. Regards,  
LanaP.S.  
Sorry to be so "wordy".

From: Kim

Uhlich <[Kim.Uhlich@ventura.org](mailto:Kim.Uhlich@ventura.org)>

To: Lana

Tickner <[lanatickner@att.net](mailto:lanatickner@att.net)>

Sent: Friday, August 23, 2013

3:11 PM

Subject: Re:

Bell Canyon CSD

Lana,

Thought it might be helpful for you and your fellow board members to receive a copy of the section of state law that lists the 31 facilities and services that a CSD may potentially provide (first attachment). I suppose that a porta potty could be considered to be a "community facility" under subdivision (s) but I agree that it seems excessive to seek LAFCo approval for what is technically a temporary facility.

Perhaps the bigger question is raised by the bus "stop"

(shelter?). See second attachment for previous LAFCo staff correspondence to C. Henderson regarding the bus stop.

You may recall that LAFCo is not granted with enforcement powers over such matters so the letter and these comments are being provided to the CSD for informational purposes only. While it is possible that the matters raised in our letters may be noted in future municipal service review reports and these reports are public documents, it is ultimately up to your board to determine how you wish to interpret and respond to the various laws that may apply to your agency. If you or the Board has further questions as to the interpretation of the law, I recommend that you confer with your legal counsel.

Regards,

Kim



Kim Uhlich, Executive Officer  
Ventura Local Agency Formation Commission  
800 S. Victoria Avenue  
Mail Stop 1850  
Ventura, CA 93009-1850  
Voice: (805) 654-2866  
Fax: (805) 477-7101  
[kim.uhlich@ventura.org](mailto:kim.uhlich@ventura.org)  
<http://www.ventura.lafco.ca.gov/>

||| "Lana Tickner"  
<[lanatickner@att.net](mailto:lanatickner@att.net)> 8/22/2013 6:03 PM >>>

Kim, we are faced with  
– yet another – issue.

When Bell Canyon was  
created, the County reserved several lots for various  
purposes. One lot was reserved for a fire station in  
the Canyon. About 15 years ago it was determined that  
this fire station was unneeded; and, the County – and  
Ventura County Fire – deeded the property to the Bell  
Canyon CSD, exclusively for the purpose of a bus stop.

The bus stop was

constructed with a grant from Boeing, and has served the  
community quite well. Many of the children's parents  
complained that when waiting a long time for buses, they  
needed a "facility". So, the CSD is in the process  
of putting a "porta-potty" at the bus stop, and one of  
our contractor residents is donating his time to construct a

"screening" wall around it.

The question that is now before us is – did we need LAFCO approval to contract for a "porta-potty"?? Quite honestly, this seems so far out that I am only asking because of the brewing controversy. Do we need your approval to put a porta-potty on land we own? Does this have anything to do with exercise of latent, or other powers?

Please get back to me as soon as you can.

Regards,

Lana A. Tickner  
Member of the Board

Bell Canyon Community  
Service District

**ATTACHMENT 9a**

# California Climate Investments

Department of Forestry and Fire Protection

## Fire Prevention Grants Program Procedural Guide 2019-2020

September 25<sup>th</sup>, 2019



# Table of Contents

<b>Introduction.....</b>	<b>2</b>
Fire Prevention Program Summary .....	2
Qualifying Project Types and Activities .....	2
Hazardous Fuel Reduction.....	3
Fire Prevention Education.....	3
Fire Prevention Planning.....	3
<b>Eligibility, Conditions, and Important points .....</b>	<b>4</b>
Eligibility .....	4
Conditions .....	5
Important Points .....	7
Green House Gas Emissions Requirements .....	9
<b>Review and Evaluation Factors.....</b>	<b>10</b>
Review Process.....	10
Evaluation Factors (Ranking Criteria).....	10
Application Process and Project Administration .....	12
Stage 1 – Project Application .....	13
Stage 2 – Grant Selection .....	15
Stage 3 – Completed Grant Agreements .....	15
Stage 4 – Grants Awarded.....	16
Project Amendments and Termination.....	16
Changes to Approved Project.....	16
Accounting Requirements .....	17
Loss of Funding .....	17
Eligible Costs .....	17
Ineligible Costs.....	20
Payment of Grant Funds.....	20
Advance Payments .....	21
State Audit .....	21
Explanation of Terms .....	22
<b>Appendices .....</b>	<b>25</b>
Appendix A – CEQA Compliance .....	26
Appendix B – Sample Resolution .....	29
Appendix C – Invoice .....	30
Appendix D – Check Lists .....	32
Appendix E – Project Application .....	33
Appendix F – Project Scope of Work.....	41
Appendix G – Project Budget Sheet.....	46
Appendix H – Project Map.....	49
Appendix I – Forms .....	50
Appendix J – CalMAPPER .....	51
Appendix K – Low Income and Disadvantaged Communities .....	53
Appendix L – Fire Prevention Grant Project/Treatment Area Mapping Program.....	56



## **Introduction**

This procedural guide includes information about the California Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grants Program. The Program is funded with Cap-and-Trade auction proceeds appropriated by the California Legislature to agencies that administer California Climate Investments (CCI).

Up to \$46.7 million is being allocated to CAL FIRE's Fire Prevention Grants Program. This program improves the resiliency of forested and forest adjacent communities and upper watershed forests while achieving climate goals. For more information about CAL FIRE's other CCI programs, please visit our website

<http://www.fire.ca.gov/grants/>.

## **Fire Prevention Grants Program Summary**

CAL FIRE's Fire Prevention Grants Program provides funding for local projects and activities that address the risk of wildfire and reduce wildfire potential to forested and forest adjacent communities. Funded activities include hazardous fuel reduction, fire prevention planning, and fire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

California's Strategic Fire Plan should serve as a roadmap for project development. The criteria that will be used to select projects include; wildfire threat; carbon storage potential; and landscapes where projects will have the greatest benefits, such as areas with elevated levels of tree mortality and opportunities for biomass use within reasonable proximity.

Projects will be ranked based on the overall benefit to reduce the threat of wildfires to the greatest number of habitable structures, State Responsibility Area, and people. Projects should be designed to reduce greenhouse gas emissions during project activities and over time through wildfire reduction. In order to be most effective, multiple funding sources should be leveraged from each of the partners involved in projects, and priority will be given to projects that contain matching funds and leverage other financial resources. Projects that benefit or focus on assisting those with special needs (i.e. low income, disabled, or elderly) will receive additional priority, as will projects that demonstrate a carbon benefit by reducing the carbon emissions during the implementation of the project. Disadvantaged communities and low-income communities as defined by Assembly Bill 1550 (Gomez) (Stats. 2016, Ch. 369) will also be given preference. Designation can be determined using the process in Appendix K.

CAL FIRE will provide technical expertise and management oversight of grants but may not be the primary agency or applicant in projects.

## **Qualifying Project Types and Activities**

The Fire Prevention Grants Program funds three types of activities: hazardous fuel reduction, fire prevention planning, and fire prevention education. Examples of qualifying projects and activities are listed below.

## **Hazardous Fuel Reduction**

- Vegetation clearance in critical locations to reduce wildfire intensity and rate of spread.
- Creation or maintenance of fuel breaks in strategic locations, as identified in CAL FIRE Unit Fire Plans, a Community Wildfire Protection Plan, or similar strategic planning document.
- Removal of ladder fuels to reduce the risk of crown fires.
- Creation of community-level fire prevention programs, such as community chipping days, roadside chipping, and green waste bin programs.
- Selective tree removal (thinning) to improve forest health to withstand wildfire.
- Modification of vegetation adjacent to roads to provide for safer ingress and egress of evacuating residents and responding emergency personnel.
- Reduction of fuel loading around critical firefighting infrastructure, including, but not limited to, fire hydrants, water drafting locations, and staging areas.
- Purchase of fuel modification equipment not to exceed \$250,000 (excluding vehicles).
- Removal of dead and dying trees that pose a threat to public health and safety and meet the following characteristics:
  - Dead and dying trees must be greater than 10” in diameter and 20 feet in height;
  - Dead and dying trees reasonably accessible by equipment/machinery;
  - Dead and dying trees within 300 feet of permanent structures that pose a structural threat to the residence. (This does not include movable or temporary sheds, outbuildings, or carports).
  - Dead and dying trees within 300 feet of serviceable roadways that pose a structural threat to roadways; or public or private infrastructure.
  - Removal of dead or dying trees from existing fuel breaks; or from Tier 2 high hazard zones.

## **Fire Prevention Education**

- Workshops, meetings, materials creation, and other educational activities with the purpose of increasing knowledge and awareness of information that could be used to reduce the total number of wildland fire and acres burned.

## **Fire Prevention Planning**

- Wildfire risk or related mapping.
- Creation of Community Wildfire Protection Plans (CWPP).
- Development of evacuation plans.
- Creation or updates to wildfire mitigation plans.

## **Eligibility, Conditions and Important Points**

### **Applicant Eligibility Criteria:**

Eligible applicants include, but are not limited to, the following:

- State Agencies
- Native American Tribes
- Local government within or adjacent to State Responsibility Area (SRA), including:
  - Incorporated Cities and Counties
  - Fire Districts
  - Community Services Districts
  - Water Districts
  - Resource Conservation Districts
  - Special districts
- Fire Safe Councils with a 501(c)(3) designation
- Other non-profit organizations with a 501(c)(3) designation such as Certified Local Conservation Corps

In situations where a local government has contracted with CAL FIRE for fire protection services, CAL FIRE is considered a local government for purposes of this grant program.

Applicants may not be one of the following:

- A privately held for-profit company or corporation.
- Individual landowners requesting a grant specifically for a project to be completed on only his/her own land.
- Homeowners associations or other associations unless they have 501(c)(3) non-profit status. These groups should consider applying through a fiscal sponsor such as a county or a 501(c)(3).

### **Examples of eligible costs include:**

- Evaluation and identification of dead or dying trees posing an imminent threat to the public rights-of-way and public or private infrastructure, or Tier 2 high hazard zones by a certified arborist or Registered Professional Forester (RPF).
- Removal of dead, dying or diseased trees posing an imminent threat to public rights-of-way and public infrastructure, which may include trees on private property.
- Contracted tree removal, transportation, holding site fees, and disposal.
- Costs that are necessary and prudent to the accomplishment of the project.

### **Examples of non-eligible costs include:**

- Removal of trees from private property that do not pose an imminent threat to public health and safety.
- Costs associated with improvement of landscaping, including planting.

- Costs that are not directly associated with the project and/or in excess of 12% indirect costs.
- Costs already funded or budgeted through another source (i.e. supplanting).
- Income, fees, revenues, or wages lost or voluntarily waived by a local agency.
- Activities or costs associated with permanent work such the construction of a biomass facility.

**Examples of non-qualifying project types and activities:**

- Purchase of capital equipment greater than \$250,000.
- Purchase of capital equipment without demonstrating how the equipment will be utilized.
- Installation, creation, upgrade, or maintenance of fire protection features, such as roads, bridges, structures or water storage facilities.
- Any project submitted by a for-profit company or corporation.
- Projects or activities utilizing CAL FIRE staff without corresponding reimbursements or requests seeking funding for services already provided by CAL FIRE.
- Removal of dead and dying trees that do not pose a threat to public health and safety, and, are not located in Tier 2 high hazard zones.

**\*\*Grant activities must be completed by March 15, 2024. \*\***

**Conditions**

1. Grants can be made only to “eligible” applicants.
2. Projects must provide benefits to habitable structures in the State Responsibility Area (SRA). Non-SRA lands may be included within project boundaries, but project activities must provide a benefit to SRA.
3. Projects utilizing partners must provide a letter of support/commitment from the entity as proof that they have contacted the entity and that the entity has the required resources (if needed) toward the project.
4. Fire Prevention qualifying projects and activities are limited to those where the proposed project or activity addresses the risk or potential impact of wildfire to communities and forested landscapes.
5. Applicants must consider greenhouse gas emissions of project activities and plan to reduce emissions as much as possible during project activities.
6. Grantees must have the ability to satisfactorily plan, administer, and complete a grant project.
7. For some projects, the grantee may be required to prepare a California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) document. Those projects requiring CEQA/NEPA review are required to provide

documented compliance within 12 months from the grant execution.  
CEQA/NEPA compliance must begin immediately after grant execution.  
**Documented CEQA/NEPA compliance is required prior to commencing any on-the-ground activity.**

8. Fire Prevention grant projects are eligible to qualify for CEQA suspension pursuant to the Governor's 10-30-2015 Emergency Proclamation if the applicant certifies the following:
  - a. The project is located within a High Hazard Zone; and
  - b. The project is removing dead and dying trees that pose a threat to public health, safety, or located in Tier 2 high hazard zones, and
  - c. The removal of dead and dying trees will comply with the Tree Mortality Task Force (TMTF) Guidelines for removal of dead and dying trees dated March 1, 2016, see Appendix A – CEQA Compliance.

CAL FIRE, in its sole discretion, must concur with the certification of the above conditions.

9. Projects proposed on a "forested landscape," as defined in Public Resources Code (PRC) §754, will require an RPF to design and oversee any fuel hazard reduction vegetation removal, as defined in PRC §753, copied below. The RPF will conduct at least one site visit during active project operations to ensure vegetation removal is being conducted according to the prescription. An RPF is not required to provide the general project information required in the Scope of Work during the grant application phase, but the applicant must demonstrate how CEQA/NEPA compliance will be met, including RPF involvement, in Item E4 of the Project Scope of Work and include this cost in the budget if applicable.

*PRC §753 - "Forestry," as used in this article, refers to the science and practice of managing forested landscapes and the treatment of the forest cover in general, and includes, among other things, the application of scientific knowledge and forestry principles in the fields of fuels management and forest protection, timber growing and utilization, forest inventories, forest economics, forest valuation and finance, and the evaluation and mitigation of impacts from forestry activities on watershed and scenic values, to achieve the purposes of this article. The practice of forestry applies only to those activities undertaken on forested landscapes. The professions specified in Section 772 are not practicing forestry when mitigating or recommending mitigation of impacts from previous forestry activities on related watershed or ecological values within their area of professional expertise or when recommending those mitigations for proposed timber operations. However, public and private foresters are required to be licensed pursuant to this article when making evaluations and determinations of the appropriate overall combination of mitigations of impacts from forestry activities necessary to protect all forest resources.*

*PRC §754 - "Forested landscapes" means those tree dominated landscapes and their associated vegetation types on which there is growing a significant stand of tree species, or which are naturally capable of growing a significant*



*stand of native trees in perpetuity, and is not otherwise devoted to nonforestry commercial, urban, or farming uses.*

10. Projects outside of a “forested landscape” should consider the use of a professional ecologist, biologist, certified rangeland manager, arborist, RPF, or other professional with knowledge of local ecosystem processes to develop an appropriate fuel hazard reduction removal project.
11. Fuel reduction vegetation treatment prescriptions shall focus on reducing fire hazard, improving tree growth, and increasing forest resilience. Treatments shall eliminate the vertical and horizontal continuity of vegetative fuels for the purpose of reducing the rate of fire spread, duration and intensity, fuel ignitability, or ignition of tree crowns.
12. Required project deliverables for all hazardous fuel reduction projects to be included in Item E3 of the Project Scope of Work:
  - a. Pre-and post-treatment description of site conditions and project results relative to hazardous tree or vegetative conditions, wildfire hazard reduction goal accomplishments, and pre-and post-dead and dying tree counts or measurable metric for evaluation of the project (such as number of acres treated).
  - b. GIS data files supporting the project map to allow CAL FIRE to accurately document the spatial extent of the project.
  - c. Documented CEQA/NEPA compliance within 12 months of grant execution. This includes CEQA or demonstration of exemption.
13. Grant applications must describe the method used to determine the grant amount requested. This methodology must include the grant costs less any income from forest products or other revenues received from the grant implementation.
14. All project and activity work related to grants must be completed by March 15, 2024.
15. Final invoices for grant-related work must be submitted to CAL FIRE no later than April 15, 2024.
16. Projects must demonstrate all efforts to reduce greenhouse gas emissions. Projects most likely to have significant emissions reductions will be favored.

## **Important Points**

1. Each application should focus on one or more of the following major activities:
  - Fire Prevention Education
  - Fire Prevention Planning
  - Hazardous Fuels Reduction/Removal of Dead and Dying Trees

2. **Submission of Application is due [by December 4, 2019 at 3:00 PM PST.](#)**
3. No reimbursable work on the proposed Fire Prevention Grant projects may commence until there is a fully executed agreement between CAL FIRE and the Applicant.
4. All work on the proposed Fire Prevention grant project must be completed by March 15, 2024 if awarded.
5. No ground disturbing work may commence until the requirements of CEQA/NEPA have been satisfied or the applicant has certified the tree mortality project per Appendix A.
6. Agreements must be executed under this grant opportunity by August 31, 2020.
7. For hazardous fuel reduction and tree removal grants, the CAL FIRE Unit, Contract County (when grantee is an entity [like a city, etc.] within the Contract County) or designee must be contacted to conduct an inspection of the modification efforts prior to invoicing CAL FIRE for completed work. CAL FIRE, Contract County or designee will conduct an inspection to verify that work to be invoiced has been satisfactorily completed according to the deliverable items described in the grant documentation. The grantee will submit the invoice to the CAL FIRE Unit, Contract County or designee and subsequently forwarded to Region Headquarters for the second review. The region will then forward to Sacramento Headquarters for subsequent approval of payment. Reimbursement payments are expected to be issued 45 calendar days from the time an acceptable invoice is submitted.
8. When a Contract County is the grantee of a hazardous fuel reduction and/or tree removal grant, the Contract County must contact the CAL FIRE Administrative Unit to conduct an inspection of the modification efforts prior to invoicing the CAL FIRE Administrative Unit for completed work. The CAL FIRE Administrative Unit or designee will conduct an inspection to verify that work to be invoiced has been satisfactorily completed according to the deliverable items described in the grant documentation. The invoice will be forwarded to the CAL FIRE Administrative Unit and subsequently forwarded to Region Headquarters for the second review.
9. A resolution or attesting document is required for all Fire Prevention grants that involve nonprofit organizations and local government entities such as Fire Protection Districts and Resource Conservation Districts. The attestee cannot be the same individual as designated by the board to sign the agreement. Please refer to the sample resolution (Appendix B).

Note: Where the line indicates 'whereas, the Board designates (designee's title)', list the title rather than an individual's name. In the event the individual retires or leaves the organization, a new resolution designating a replacement will be required if a name is listed rather than the working title. The resolution should name the designee for not only entering into agreements on behalf of the board but also the authorized signatory for invoices.

10. The Fire Prevention grants are not designed nor intended to create or substantially support ongoing administrative positions.
11. A Quarterly Progress Report is required and will be due to the CAL FIRE Unit Project Manager within 30 days at the end of every calendar quarter, i.e. report covering January through March is due no later than April 30<sup>th</sup> (even if no fiscal activity has occurred):
  - The Progress Report Template.docx form found online at <http://www.fire.ca.gov/grants/fire-prevention-grants/>
12. A Final Report is required and will be due to the CAL FIRE Unit Project Manager within 30 days of the grant expiration or along with the grant final invoice:
  - The Final Report Template.docx found online at <http://www.fire.ca.gov/grants/fire-prevention-grants/>
13. The inclusion of an indirect or administrative charge is acceptable for these grant programs, but must not exceed 12% of the total amount of grant funds provided to the grantee. Documentation related to the determination of the grantee's indirect cost rate must be retained by the grantee for audit purposes.

## **Prevailing Wage Requirements**

CAL FIRE provides no opinion as to whether projects may be subject to prevailing wages. For determination for prevailing wages, please contact the [Department of Industrial Relations](#). It is the applicants responsibility to budget for prevailing wages in their project cost when applicable.

## **Greenhouse Gas Emissions Requirements**

California Climate Investments administered by CAL FIRE through the Forest Health, Fire Prevention, and Urban and Community Forestry Programs contribute to California's climate goals by reducing emissions from wildfires, stabilizing long-term storage of carbon in biomass, and improving carbon sequestration in California's natural and working forests.

In terms of direct emissions benefits, the objectives of the Fire Prevention Grants Program are to:

- Reduce fire hazard in and near communities and infrastructure that provides a direct benefit to SRA.
- Improved health and resilience of treated areas for increased carbon sequestration.
- Support community wildfire planning and facilitate plan implementation.
- Improve public awareness and reduce human ignitions.

Because the intent of the program is to reduce the likelihood of wildfire from places where fire is not tolerable on the landscape – communities, homes, infrastructure, and other highly valued resources, these objectives are achieved most directly through avoided wildfire emissions. Eliminating wildfire starts, catching wildfires before they

propel into wildland areas, and facilitating firefighting efforts and safety all contribute to reduced wildfire emissions over time. The Fire Prevention Grants Program also includes support for planning, such as development of Community Wildfire Protection Plans, and education programs that promote fire-safe communities to capture the benefits and synergy of collective, community-wide efforts.

However, fuel reduction activities also release greenhouse gas emissions at the time of treatment, and CAL FIRE must balance emissions costs and benefits of the Fire Prevention and Forest Health Programs to comply with the law. Minimizing emissions of fuel treatment activities, using disposal methods other than open burning, and optimizing vegetation health options in the development of treatment prescriptions are important steps in project development to achieve balanced emissions costs and benefits.

Awardees will be required to submit information about project size, vegetation type, location, and prescription so that CAL FIRE staff may complete emissions calculations for the project. Calculations will be completed using an existing methodology produced by CAL FIRE and the California Air Resources Board for the Forest Health Program. Emissions effects of activities that do not fit the existing methodology will be described in detail.

The review process will include consideration of project activities for emissions benefits.

## **Review and Evaluation Factors**

### **Review Process**

Applications will be reviewed by CAL FIRE. The application review involves three levels:

- **Local** – CAL FIRE Units & Contract Counties
- **Regional** – CAL FIRE Northern and Southern Regional Offices
- **Statewide** – Statewide review team. The statewide review team will prepare a list of recommended projects and activities for consideration by the Director of CAL FIRE. The Director will make decisions on approved projects and activities taking into consideration the recommendations of the statewide review team.

Emphasis at each level will be placed on projects and activities that address risk and potential impact of wildfire to communities and forested landscapes.

Additionally, to the extent possible, a project or activity will not be selected if it conflicts or competes with another proposed or approved project.

### **Evaluation Factors (Ranking Criteria)**

In evaluating applications, CAL FIRE is seeking information that allows it to consider the following factors:

1. The grant application clearly identifies the focus of the grant as Fire Prevention Education, Fire Prevention Planning, Hazardous Fuels Reduction and Removal of Dead or Dying Trees.
2. The project/activity addresses risk and potential impact of wildfire.
  - The project/activity is fully defined with metrics to measure progress and completion.
  - The project/activity includes Fire Hazard Severity Rankings and indicates areas and their relative proportion of Very High, High and Moderate Fire Hazard Severity Zones as adopted by the Director and identified in the CAL FIRE map located at <https://egis.fire.ca.gov/FHSZ/>
  - The proposed project/activity is located near or substantially includes communities and forests at risk to damage from wildland fire in the wildland-urban interface and adequately describes how it will address the risk and/or potential impact of wildfire.
  - The project protects other assets related to communities in wildland-urban interface at risk of impact from wildfire. This includes community infrastructure such as, buildings, domestic and community water supplies, power lines, and communications facilities. If the project/activity does involve community infrastructure, it must explain how it will address the risk and/or impact of wildfire to these assets.
3. The project/activity is related to or part of one or more strategic plans or tree removal plans:
  - The project/activity is included in or consistent with one or more of the following plans:
    - CAL FIRE Unit, Contract County Fire Plan, Local Fire Plan, a Community Wildfire Protection Plan (CWPP), tree removal plan, Fire Safe Council Action Plan, FIREWISE Community Assessment, or other local plan (identified in Scope of Work) that addresses the risk and possible impact of wildfire.
  - The project/activity proposes to create, or update, a long-term fire hazard reduction planning document affecting or involving communities in the wildland-urban interface, such as a CWPP, Community Evacuation Plan, or other strategic planning document.
  - The Fire Prevention project removes hazardous trees in collaboration with other entities, other funding sources, or as part of a larger tree mortality project.
  - The project/activity takes into account other high priority projects in the last five years in the Unit/Contract County (approved – but not started, in progress, or completed) and adds to those efforts.
  - The project/activity will lead to the completion of a high priority project in one or more of these plans which will tie to other projects.
  - The project/activity strategically advances the protection of *Wildland Urban Interface* across a Region and/or the State.
4. The applicant has taken steps to reduce emissions as much as possible, such as chipping or mulching removed vegetation rather than burning it, or disposing of



material through biomass markets. The applicant is willing and able to work with CAL FIRE staff during implementation to calculate project emissions.

5. Community support exists.
  - The project/activity includes plans for external communications, such as planned press releases, project signage, community meetings or field tours that all, or in part, reach owners and residents in the wildland-urban interface.
  - Written public support has been expressed or obtained.
  - Written Letters of Commitment from partnering entities are submitted with application.
  - Please note that although matching funds are not required, the existence of matching funds is a positive factor.
6. There is an implementation plan in place.
  - The project/activity includes a detailed timeline that addresses potential limitations and includes specific tasks and milestones to measure progress during project implementation.
  - The project/activity includes an accurate set of deliverables that are measurable and attainable.
  - The project/activity is fully defined with metrics to measure progress and completion.
7. The detailed budget is clear and reasonable.
  - The proposed budget shows how grant funds will be spent.
  - Administrative personnel costs are reasonable for the project/activity proposed and must be 12% or less of the total grant request.
  - Costs are reasonable for the size, scope, and anticipated benefit of the proposed project/activity.
8. There is demonstrated capacity to administer the grant.
  - The applicant shows an acceptable amount of experience in administering grants. This is largely based on successfully administering other grant-funded projects/activities over the past five years. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show capacity to successfully complete the proposed project. This may include partnering with a more experienced organization that can provide project support.
  - Discuss successes and administration of previously awarded CAL FIRE grants or grants administered by the applicant for other granting agencies.

## **Application Process and Project Administration**

The overall application process for the Fire Prevention Grant is a four-stage process.

Stage 1- Project Application: [Due no later than December 4, 2019 at 3:00 PM PST](#).

During the Project Application stage, applicants will submit a detailed application.

Stage 2- Grant Selection: March 2020

Applicants will be notified at this stage.

Stage 3- Grant Agreement: Due no later than August 31, 2020.

During the Grant Agreement stage, the project applicant will prepare and provide additional administrative detail for the complete agreement package.

Stage 4- Grant Award: September 2020.

In the Grant Award stage, official signatures are submitted and the grant is awarded.

**Stage 1 - Project Application - [Due December 4, 2019 at 3:00 PM PST](#)**

**Step 1 – Request Project Tracking Number:** Prior to applying, interested applicants will need to request a Project Tracking Number.

Applicants need to request a Project Tracking Number by emailing one of the following:

[CNRgrants@fire.ca.gov](mailto:CNRgrants@fire.ca.gov) (Northern Region Contact)

[SouthernRegionGrantsProgram@fire.ca.gov](mailto:SouthernRegionGrantsProgram@fire.ca.gov) (Southern Region Contact)

[CALFIRE.Grants@fire.ca.gov](mailto:CALFIRE.Grants@fire.ca.gov) (Sacramento)

Applicant **MUST** specify which grant application they are requesting the tracking number for.

The request shall include:

- The name of the grant program (Fire Prevention)
- The applicant organization name
- The name of the CAL FIRE Unit the project or activity will be located in
- The name of the project (if available).
- Email Address(es) of individuals that will need access to the box.com which is where the online application and supporting documentation will be uploaded.
- NIFC/Organizational account username (if available). If no NIFC/Organizational account username exists please provide:
  - First Name
  - Last Name
  - Email Address
  - Grant Location in either Southern California or Northern California (please see following chart).

Unit Name	Unit ID	Region	Unit Name	Unit ID	Region
Amador-El Dorado	AEU	Northern	Fresno-Kings	FKU	Southern
Butte	BTU	Northern	Kern County	KRN	Southern
Humboldt-Del Norte	HUU	Northern	Los Angeles County	LAC	Southern
Lassen-Modoc	LMU	Northern	Madera-Mariposa-Merced	MMU	Southern
Marin County	MRN	Northern	Orange County	ORC	Southern
Mendocino	MEU	Northern	Riverside	RRU	Southern
Nevada-Yuba-Placer	NEU	Northern	San Benito-Monterey	BEU	Southern
San Mateo-Santa Cruz	CZU	Northern	San Bernardino	BDU	Southern
Santa Clara	SCU	Northern	San Diego	MVU	Southern
Shasta-Trinity	SHU	Northern	San Luis Obispo	SLU	Southern
Siskiyou	SKU	Northern	Santa Barbara County	SBC	Southern
Sonoma-Lake-Napa	LNU	Northern	Tulare	TUU	Southern
Tehama-Glenn	TGU	Northern	Tuolumne-Calaveras	TCU	Southern

CAL FIRE Northern Region	CNR	Northern	Ventura County	VNC	Southern
Statewide			CAL FIRE Southern Region	CSR	Southern

**Applicants must request this information as early as possible during the grant application process. Requests that are made less than one week prior to the due date (after November 26, 2019) may not be considered. Requests that do not include a CAL FIRE assigned tracking number will not be considered.**

You will receive a tracking number for each application you are submitting as well as a link to a Box.com folder that has been set-up for each application. You will need to accept the invitation for each folder and follow account set-up and login instructions. You may share the Box.com folder with other users that need access to update or edit documents within the folder.

## **Step 2 – Electronic Application Submission:**

Upload all documents related to your application to the box.com folder no later than **3:00 PM PST on December 4, 2019.**

Please note:

- Late submissions will be rejected. No exceptions. Late is defined as: after 3:00 PM PST on the due date according to the file date stamp on Box.com. In order to avoid possible issues uploading documents (such as internet connectivity and internet speed), applicants are highly encouraged to upload their documents as early as possible.
- Please ensure you have retained a copy of all documents saved to Box.com for your own records. All user access to the Box.com folders may be revoked after 3:00PM PST on the due date.
- University of California and California State Universities are required to submit their application using the Model Agreement Template. The template can be found on the Department of General Services' website [here](#).

Applicants will submit a complete project application package. The project application package consists of several attachments. These attachments are described in more detail in Appendix D of this Procedural Guide. A completed Project Application Package must include the following:

1. Attachment 1 – Grant Application (Uploaded in a fillable PDF format as well as a scanned signed copy of the signature page. Do not modify the application form.)
2. Attachment 2 – Scope of Work (refer to Appendix F)
3. Attachment 3 – Proposed Project Budget in Excel format (refer to Appendix G)
4. Attachment 4 – Project map (refer to Appendix H)

5. Attachment 5 – Payee Data Record Standard Form 204
6. Attachment 6 – Articles of Incorporation including the Seal from the Secretary of State or Letter of determination or Affirmation from the Internal Revenue Service (for non-profit applicants only)
7. Attachment 7 – Board Resolution granting authority to sign
8. Attachment 8 – Fire Prevention Grant Project/Treatment Area Mapping Program (refer to Appendix L).
9. Attachment 9 – State of California Non-Discrimination Compliance (Std. 19) see Appendix I.
10. Attachment 10 – State of California Drug-Free Workplace Certification (Std. 21) see Appendix I.
11. Attachment 11 – Exhibit A and B of the University Model Agreement (only required for UCs, CSUs and their auxiliary entities that require the use of the University Model Agreement).

Attachments 1-4 become part of the Grant Agreement Package in Stage 2. Complete these attachments accurately to avoid delays due to corrections and revisions prior to final approval. If revisions are necessary during Stage 2, then the revised Attachments 1 - 4 will be used in final documents agreed upon by the State and the Applicant as part of the final Grant Agreement. (Exception: Attachment 11 will be used in lieu of Attachment 2 and 3 for UCs, CSUs and auxiliary entities. However, Attachment 2 and 3 shall contain the same SOW and Budget amounts and will be used for scoring purposes.)

### **Stage 2 - Grant Selection – [March 2020](#)**

Sacramento staff will review the project application packages for completeness and determine if the project/activity meets the objectives of the program. Applications found to meet these criteria will be sent to the appropriate locations to start the review process. Notification of grants selected for funding is anticipated to be sent to the applicant on March 2020. The notification package for successful grant applicants will include all required grant agreement forms and instructions.

### **Stage 3 - Completed Grant Agreements - [Due August 31, 2020](#)**

Upon receipt of the Grant Agreement package, all applicants shall print and sign the two original signature grant agreements and submit them with a copy of Attachments 1-4.

The complete Grant Agreement package shall include a complete set of the following:

- The Grant Agreement with Terms and Conditions - 2 copies with original signatures
- Attachment 1 - Final Grant Application
- Attachment 2 - Final Scope of Work
- Attachment 3 - Final Project Budget
- Attachment 4 - Project Map

Applicants shall return original signed agreements and any additional information required following the instructions provided in the Grant Agreement correspondence. Applicants are strongly encouraged to turn them in as soon as possible. Grant packages not completed and/or not received by this deadline may not be eligible for funding.

## **Stage 4 - Grants Awarded – By September 2020**

Once the grant agreement is received and signed by the appropriate officer at CAL FIRE, the approval process is complete. All Agreements must be signed and submitted per deadlines established by CAL FIRE.

A CAL FIRE designee will be named as the designated contact. The CAL FIRE designee will work through the Region Program Manager on issues as necessary regarding the grant project. The CAL FIRE designee will conduct periodic and final inspections to ensure compliance with the project plan and environmental rules and regulations.

CAL FIRE may perform an audit of completed projects and activities as described on page 20 under “State Audit.”

**Grant Termination Date:** - All project and activity work related to the grant must be completed by the Project Completion Date identified in the application or no later than **March 15, 2024.**

### **Project Amendments and Termination**

After Project commencement, an Agreement may be amended by written consent of both the State and Grantee. An agreement may be terminated by the State or Grantee upon providing written notice thirty (30) days in advance of termination to the other party.

### **Changes to Approved Project**

A grantee wishing to change the scope of an approved project at any stage shall submit the proposed change in writing to CAL FIRE for review and subsequent approval in writing. Any change must be consistent with the need cited in the original application and authorizing legislation. Any modification or alteration in the Project as set forth in the Grant Project Scope of Work on file with the State must be submitted to the State for prior approval.

- Budget category modification less than five percent (5%) of an item description should be addressed in quarterly progress reports.
- Budget category modification greater than five percent (5%) and up to ten percent (10%) of an item description in the Project Budget may be increased or decreased through reallocation of funds from another item description(s). Email notification to the Unit with an Approved Revised Project Budget is required prior to conducting modified activities. The Grantee shall notify the REGION in writing and a revised Project Budget identifying both the item(s) being increased and those being decreased.
- Budget category modification greater than ten percent (10%) of an item description in the Project Budget may be increased or decreased through



reallocation of funds from another item description(s). The Grantee shall notify CAL FIRE in writing and submit a revised Project Budget Spreadsheet identifying both the item description(s) being increased and those being decreased. A formal amendment agreement will be issued to the grantee upon CAL FIRE approval.

The Grantee shall notify the STATE in writing in project progress reports when any such change and/or reallocation is made.

## **Accounting Requirements**

The Grantee shall maintain an accounting system that follows Generally Accepted Accounting Principles. The accounting system must accurately reflect fiscal transactions, using the necessary controls and safeguards. This system shall provide an adequate audit trail, including original source documents such as receipts, progress payments, invoices, purchase orders, time cards, canceled checks, etc. The system shall also provide accounting data so the total cost of each individual project can be readily determined. These records shall be retained by the Grantee for a period of three years after final payment is made by the State or one year after final disposition of any disputed audit findings, whichever occurs later unless it is the grantee's policy to retain records for a longer duration. **Avoid audit exceptions – keep accurate records.**

## **Loss of Funding**

The following are examples of actions that may result in a Grantee's loss of funding: (Not a complete list)

- Grantee fails to obtain a Grant Agreement.
- Grantee fails to use all of its allocation.
- Grantee withdraws from the grant program.
- Grantee fails to complete the funded project (conform substantially to the Agreement).
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee fails to submit evidence of CEQA/NEPA compliance within 12 months of the execution of the agreement as specified by the Grant Agreement.
- Grantee changes the project scope without the approval of the State.
- Grantee or the State terminates the project by written notice 30 days in advance.
- Activities that would lead to the project not achieving a GHG Reduction

## **Eligible Costs**

Project costs must be consistent with the approved project and incurred during the performance period as specified in the Grant Agreement.

<b>Budget Item</b>	<b>Eligible Cost</b>	<b>Required Documentation</b>
Salaries and Wages	Salaries and wages of employees employed by the grantee who is DIRECTLY engaged in the execution of the grant project. Limited to actual time spent on the grant project. Examples of expenditures include time-related to site visits and project monitoring and completion of reporting related to the grant project. Staff time related to accounting, business services, etc. are allowed only if those functions are not included in the grantee's overhead cost.	Timesheets or similar documentation detailing days and hours worked on the project. Payroll documentation should show a nexus between time worked on the project and wages paid to the employee after the fact.
Benefits	Employer contribution share of fringe benefits associated with employees (paid from salaries and wages Budget Item) who are directly engaged in the execution of the grant project. This will include Social Security, Medicare, Health Insurance, Pension Plan costs, etc. as applicable for the specific employee.	Same documentation as Salaries and Wages.
Contractual	Direct consultant and contractual services necessary to achieve the objectives of the grant. Examples of contractual costs will be RPF supervision/certification, professional/consultant services (the costs of consultant services necessary for project planning and implementation), fire prevention contractor, etc. Procurement of contractual services should be documented to ensure selection on a competitive basis and documentation of price analysis.	Invoices from consultant/contractor identifying expenditure, services performed and period of services. Documents related to consultant/contractor selection analysis shall be kept by the Grantee but available for audit purposes.
Travel	Travel cost associated with travel to and from project sites, meetings, etc. directly related to the grant project and must be considered reasonable and necessary for the completion of the project. Reimbursement rates shall be consistent with the grantee's written travel policy. Absent a written policy, per diem shall not exceed the California	Receipts identifying travel cost (i.e. lodging, rental cars). Mileage must be documented by either employee travel claims that are signed by the employee or vehicle mileage logs for vehicles owned by the Grantee. Per Diem must be documented by employee travel claims.

	<p>Standard Per Diem Rate allowable by the <a href="#">U.S. General Services Administration</a>.</p> <p>Mileage rates shall not exceed the rates allowable by <a href="#">IRS</a>.</p>	
Supplies	<p>Supplies that are used in the direct support of the project are allowable. Supplies exceeding \$500 per unit cost shall be documented to ensure procurement of supplies on a competitive basis and documentation of price analysis.</p>	<p>Receipts identifying item purchased, cost, and date of purchase. Documentation related to price analysis of procurement of supplies exceeding \$500 shall be kept by the Grantee and made available for audit purposes.</p>
Equipment	<p>Equipment is an item exceeding \$5,000 or more per unit cost and has a tangible useful life of more than one year. The cost to lease equipment to use in the grant project may be charged to the grant. Use of equipment owned by the grantee may be charged to the grant at a rate set by the California Department of Transportation "Labor Surcharge and Equipment Rental Rate" guide ("<a href="#">Labor Surcharge and Equipment Rental Rate</a>" <a href="#">guide</a>). Purchase of equipment using grant funds is allowable only with prior approval by CAL FIRE. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided. Procurement of equipment must be done on a competitive basis and include documentation of price analysis. The grantee must include in the application package the proposed use and maintenance plans for equipment after the performance period of the grant. Disposition of equipment beyond the project performance period is subject to CAL FIRE approval. If grantee fails to complete grant and/or dissolves during grant, equipment shall be returned to CAL FIRE. Equipment shall not be used as collateral or other means.</p>	<p>Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment leased, dates equipment was leased, lease rate and total cost. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost. Cost of equipment purchased shall be substantiated by purchase receipt. Documentation related to price analysis of procurement of equipment shall be kept by the Grantee and made available for audit purposes. Disposition of the equipment must be approved by CAL FIRE in writing at the end of the grant term.</p>
Other	<p>Other costs that do not fit in any of the above categories. The cost must be directly related to the grant project. A cost (such as rent, utilities, phones,</p>	<p>Invoices or receipts identifying the item and cost charged to the grant.</p>

	general office supplies, etc.) that must be apportioned to the grant is considered indirect cost unless written justification is submitted and approved by CAL FIRE.	
Indirect Costs	Indirect Costs are costs associated with doing business that are of a general nature and are incurred to benefit two or more functions within the grantee organization. These costs are not usually identified specifically in the grant agreement, project, or activity, but are necessary for the general operation of the organization. Examples of overhead costs include salaries and benefits of employees not directly assigned to a project; functions such as personnel, accounting, budgeting, audits, business services, information technology, janitorial, and salaries of supervisors and managers; and rent, utilities, supplies, etc. Functions included as direct versus indirect costs must be applied consistently for all activities within the grantee organization, regardless of fund source. The maximum allowable indirect charge for this grant program is 12%.	Applied on a percentage (%) basis on direct costs except for equipment. Documentation related to the determination of the grantee's indirect cost rate must be retained by the grantee for audit purposes.

**Ineligible Costs**

The following are costs ineligible for reimbursement under the grant:

- Costs incurred before or after the project performance period.
- Cost of preparing a grant and application.
- Late fees, penalties, and bank fees.

**Payment of Grant Funds**

Funds will be disbursed only once there is a fully executed Grant Agreement between the CAL FIRE and the Grantee. Except in those cases where CAL FIRE authorizes advanced payments, all payments will be made on a reimbursement basis (i.e., the Grantee is invoiced for services, products or supplies; invoices CAL FIRE for same; and is reimbursed by the State upon approval of the invoice). Grantees are instructed to use an invoice form consistent with the invoice guidance in Appendix C when requesting payment of any type. No work prior to or after the grant period will be reimbursable.

The grantee will submit to CAL FIRE an invoice form consistent with invoice guidance in Appendix C when requesting payment of any type and to include appropriate documentation to support the costs (e.g., paid vendor receipts, payroll documents, other back-up documentation of expenses). An invoice template is available here: <http://www.fire.ca.gov/grants/fire-prevention-grants/>

CAL FIRE may conduct a spot inspection to verify that work invoiced has been satisfactorily completed. If an invoice is incomplete or non-reimbursable, it will be returned to the grantee.

## **Advance Payments**

Advance payments may be considered for nonprofit organizations, local agencies, special districts (including RCDs), private forest landowners, and Native American Tribes. Advance payments are solely at CAL FIRE's discretion and eligibility expires January 1, 2024.

A written request must be submitted identifying how funds may be used over a six-month period. No single advance payment shall exceed 25% of the total grant award. Advances must be fully utilized within a six-month period unless additional time is approved by CAL FIRE. No additional advances may be requested until acceptable documentation is received by CAL FIRE that the previous advance has been fully exhausted on eligible expenses. In addition, an accountability report must be submitted to CAL FIRE to every four months upon receipt of funds.

CAL FIRE processes for approving and managing grant advances are subject to change.

## **State Audit**

Upon completion of the project, the State may audit the project records. A project is considered complete upon receipt of the final grant payment from the State. The purpose of the audit is to verify that project expenditures were properly documented. Any audit would be requested by the State after the final payment request has been received and all project transactions have been completed.

If your project is selected for audit, you will be contacted at least 30 days in advance. The audit should include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which state funds were granted. Projects may be subject to an audit at any time for up to three years after project completion. In an effort to expedite the audit, the Grantee shall have the project records readily available, including the source documents, and canceled warrants. The Grantee shall also provide an employee having knowledge of the project and the accounting procedure or system to assist the state auditor. The Grantee shall provide a copy of any document, paper, record, or the like as requested by the State Auditor.

All project records must be retained by the Grantee for a period of not less than one year after the state audit or after final disposition of any disputed audit findings.



Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one year following an audit unless the grantee has a longer retention policy.

## **EXPLANATION OF TERMS**

<b>TERM</b>	<b>EXPLANATION</b>
<b>Agreement</b>	A legally binding agreement between the State and another entity.
<b>Amendment</b>	A formal modification or a material change of the Agreement, such as term, cost, or scope of work.
<b>Applicant</b>	The entity who has submitted an Application requesting grant funds.
<b>Application</b>	The individual application form identified as Appendix E and its required supporting attachments for grants pursuant to the enabling legislation and/or program.
<b>Appropriation</b>	A Legislative budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.
<b>Authorized Representative</b>	The designated position identified in the Resolution as the agent to sign all required grant documents including, but not limited to, Grant Agreements, Application forms, and payment requests.
<b>CEQA</b>	The California Environmental Quality Act as stated in the PRC § 21000 et seq.; Title 14 California Code of Regulations (CCR) §15000 et seq. CEQA is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the agency's proposed Project. For more information refer to <a href="http://resources.ca.gov/ceqa/">http://resources.ca.gov/ceqa/</a> .
<b>Consultant Services</b>	Services which provide a recommended course of action or personal expertise, such as accounting or a Registered Professional Forester (RPF).
<b>Contractor</b>	An entity contracting with the grantee for services and generally receives a form 1099 for tax purposes.
<b>Direct Costs</b>	Expenses of doing business that are directly attributable to the Project. Examples of direct costs are salaries and benefits of employees directly associated with a Project or expenses of items used directly by the Project.

<b>Employee</b>	Individuals employed directly by the grantee and generally receives a W-2 for tax purposes.
<b>Encumbrance</b>	A commitment of funds guaranteeing a source of payment for a specific Agreement.
<b>Execution of an Agreement</b>	The act of signing an Agreement, which provides a legal basis for required performance by parties to the Agreement.
<b>Grantee</b>	The entity that has an executed Grant Agreement for the award of grant funds.
<b>Indirect Costs</b>	Expenses of doing business that are of a general nature and is incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, Grant Agreement, Project or activity, but are necessary for the general operation of the organization. Examples of Indirect Costs include salaries and benefits of employees not directly assigned to a Project; functions such as personnel, business services, information technology, janitorial; and salaries of supervisors and managers.
<b>Modification</b>	An Agreement modification is an informal agreement that moves dollars in the line item and task budgets not to exceed 10% of total grant amount; changes deliverable due dates, or makes a minor change in the work in accordance with the intent of the legislation. It does not require a formal amendment of the grant agreement. See page 16 for further requirements.
<b>Non-Profit Organization</b>	Any California corporation organized under Sections 501(c) (3) of the Federal Internal Revenue Code. A letter of determination certifying non-profit status will be required prior to Project approval.
<b>Operating Expenses (Direct Cost)</b>	Any cost that can be specifically identified as generated by and in accordance with the provisions or activity requirements of the Agreement.
<b>Payee Data Record (Std. 204)</b>	Form Std. 204, "Payee Data Record" is required for all grant recipients. The form must be submitted in order to establish a vendor number for payment and to have funds encumbered.
<b>Personnel Services</b>	This budgeted amount includes salaries and benefits for wage-earning personnel employed by the Grantee/Contractor (not a subcontractor) and working on the Project.
<b>Project Performance Period</b>	The period of time that the Project Scope of Work costs may be incurred and the work described in the Project Scope of Work must be completed, billed and paid by the State. Only eligible costs incurred during the Project Performance Period will be paid.

<b>Project</b>	The term “Project” means the activity or work to be accomplished utilizing grant funds and match (if applicable).
<b>Project Scope of Work</b>	The term “Project Scope of Work” defines the individual scope of work or activity describing in detail the proposed tasks identified as Attachment 2, as described in enabling legislation and in the Grant Agreement.
<b>Project Budget Detail</b>	The term “Project Budget Detail” defines the proposed detailed budget plan identified as Attachment 3.
<b>Resolution</b>	The purpose of a resolution by a Grantee’s governing body is to allow the entity to sign Agreements and amendments for a specific project; i.e., it allows the designated entity to enter into an agreement with the State of California, and it designates someone to sign on behalf of the Grantee’s governing board. A signed resolution must be submitted at the time the signed grant agreements are returned to CAL FIRE’s Grants Management Unit, Sacramento Headquarters.

## **APPENDICES**

Appendix A: CEQA Compliance

Appendix B: Sample Resolution

Appendix C: Invoice

Appendix D: Check Lists

Appendix E: Project Application

Appendix F: Project Scope of Work

Appendix G: Project Budget Sheet

Appendix H: Project Map

Appendix I: Forms

Appendix J: CalMAPPER

Appendix K: Low Income and Disadvantaged Communities

Appendix L – Fire Prevention Grant Project/Treatment Area Mapping Program

## Appendix A - CEQA Compliance

**NOTE:** Grantee must submit proof of California Environmental Quality Act and/or National Environmental Policy Act compliance within one year of the execution of the grant agreement. To ensure this occurs in a timely manner, the grantee should contact the Department of Forestry and Fire Protection (CAL FIRE) environmental compliance staff as soon as possible after receiving the executed agreement.

### California Environmental Quality Act (CEQA)

Within one year of the execution of the grant agreement and prior to commencing any on-the-ground work, CAL FIRE requires proof of adequate compliance with CEQA. This may be accomplished by one or more of the following methods:

1. Notice of exemption filed with the State Clearinghouse or the county clerk.
2. Initial study and negative declaration or mitigated negative declaration and all associated noticing documents filed with the State Clearinghouse or the county clerk.
3. Draft and final environmental impact report and all associated noticing documents filed with the State Clearinghouse or the county clerk.
4. Timber harvesting permit or notice in compliance with the California Forest Practice Act and Rules for projects that undertake timber operations per Public Resources Code § 4527.
5. Finding of no significant impact-decision notice, categorical exclusion-decision memo or environmental impact statement-record of decision prepared in compliance with the National Environmental Policy Act for projects that are exempt from CEQA pursuant to Public Resources Code § 4799.05(b).
6. Certification that the project qualifies for the limited suspension of requirements of CEQA pursuant to the Governor's October 30, 2015, *Proclamation of a State of Emergency*. Pursuant to paragraph 15 of the Governor's October 30, 2015, *Proclamation of a State of Emergency*, CAL FIRE, in its sole discretion, must concur with the certification by the Grantee.

For exempt projects where the grantee is a public agency, the grantee will be responsible for: (a) preparing the Environmental Review Report for an Exempt Project and notice of exemption; and (b) filing the notice of exemption. For exempt projects



where the grantee is not a public agency (e.g., fire safe council), a public agency will be responsible for (a) preparing the Environmental Review Report for an Exempt Project and notice of exemption; and (b) filing the notice of exemption.

For non-exempt projects where the grantee is a public agency, the grantee will assume the role of lead agency, and CAL FIRE shall assume the role of a Responsible Agency. For non-exempt projects where the grantee is not a public agency (e.g., fire safe council), a public agency will need to assume the role of lead agency. The lead agency is responsible for: (a) performing the necessary environmental effects analysis; (b) preparing environmental documents; and (c) filing associated notices.

The lead agency may require the grantee to prepare, or retain a consultant to prepare, the environmental documents required for demonstrating adequate compliance with CEQA. When CAL FIRE is the lead agency, the grantee must work closely with the department to ensure the environmental documents reflect its independent judgement.

Grantees should ensure they ask for adequate funds for environmental work when applying for grants. When preparing their budgets, grantees should consider the need to contract with appropriate resource professionals to do the necessary environmental effects assessment and document preparation work. This may include biologists, professional archaeologists, air quality experts, registered professional foresters, environmental planners, etc.

For all environmental documents where CAL FIRE is the lead agency, except timber harvesting permits or notices, cultural resources must be assessed per the procedures outlined in *Archaeological Review Procedures for CAL FIRE Projects*, which is available on the CAL FIRE Archaeology Program's [website](#). This will require the project proponent to consult with the appropriate CAL FIRE archaeologist to determine if impacts to cultural resources are possible and what, if any, assessment work will have to be done. This consultation should be done as early in the planning process as possible.

CAL FIRE will review all environmental documents and associated notices for adequate compliance with applicable procedures and CEQA.

## **Limited Suspension of Requirements of the California Environmental Quality Act**

Certain projects may qualify for the limited suspension of the requirements of CEQA pursuant to [Governor Edmund G. Brown Jr.'s October 30, 2015 Proclamation of a State of Emergency](#). The emergency proclamation suspends the requirements of CEQA for purposes of carrying out, among other things, Directive 2, where the state agency with primary responsibility for implementing the directive concurs that local

action is required. In order to qualify for the emergency proclamation's suspension of CEQA, the grantee must meet certain specific criteria.

Grantees wishing to proceed under the emergency proclamation's suspension must certify that all the applicable criteria are met. Pursuant to paragraph 15 of the emergency proclamation, CAL FIRE, in its sole discretion, must concur with the certification by the Grantee. CAL FIRE may assist applicants in determining their eligibility for the proclamation's suspension of CEQA prior to application submission.

# Appendix B - Sample Resolution

**RESOLUTION OF THE (TITLE OF GOVERNING BODY/CITY  
COUNCIL/BOARD OF SUPERVISOR/BOARD OF DIRECTORS) OF  
(CITY/COUNTY/DISTRICT), STATE OF CALIFORNIA**

**Resolution Number:** \_\_\_\_\_

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California **Climate Investment**, which provides funds to the State of California and its political subdivisions for **fire prevention programs**; and

WHEREAS, the State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program, and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out (PROJECT TITLE) project;

NOW, THEREFORE, BE IT RESOLVED that the (GOVERNING BODY):

1. Approved the filing of an application for “California Climate Investment Fire Prevention Grant Program”; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of (GOVERNING BODY) are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to (GRANT DEADLINE).
5. Appoints (POSITION TITLE) or a designee, to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing resolution was approved and adopted the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the following vote:

AYES:

NOES:

ABSENTS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**---CERTIFICATION OF RESOLUTION---**

Please note the person attesting cannot be the person(s) appointed in (5.)

**ATTEST:**

I \_\_\_\_\_, (POSITION TITLE) of the (GOVERNING BODY), witness my hand or the seal of the (GORVERNING BODY) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

OFFICAL SEAL OR  
NOTARY CERTIFICATION  
(If Applicable)

## Appendix C – Invoice

### Invoice Guidelines

While the grantee is not required to use the sample invoice included in the grant guidelines due to differences in accounting systems used by the grantee, the grantee must include the following elements when submitting a payment request, either on the grantee's invoice or as an attachment to the invoice. If a grantee chooses to use their invoice in lieu of the sample provided, the invoice must be put on grantee's official letterhead.

1. The word "Invoice" should appear at the top of the page.
2. Grantee Information – Includes the grantee name and address which shall match the Std. 204 - Payee Data Record submitted with the grant agreement. Payment will be submitted to this address after the invoice has been approved. Grantee shall notify CAL FIRE in writing regarding address changes and effective dates.
3. Invoice Date & Number – Date invoice was issued and unique invoice number to be determined by the grantee for reference.
4. CAL FIRE Contact Name and Address – Name, Program, and Address of the CAL FIRE designee as identified in the grant agreement.
5. Grant Identification – Grant Number, Grant Performance Period, and Project Name as identified in the grant agreement.
6. Invoice Period – Performance start and end dates for which grantee is invoicing CAL FIRE. Under no circumstances will an invoice period outside of the grant performance period be accepted.
7. Payment Type – Indicate whether the invoice is to request an advance payment, interim payment, or final payment.
8. Cost breakdown – Grantee costs must be broken down by the budget item consistent with the approved budget in the grant agreement. The grantee must identify the amount for which CAL FIRE is being billed in the invoice period and the total amount spent and match (if applicable) from the beginning of the grant performance period through the invoice period. Advance requests should still include a breakdown of the budget items for which the grantee is planning to expend the funds.
9. Offset to current cost – Include the balance of advance funds given to grantee as well as program income earned from the grant if applicable.
10. The total amount for which grantee is requesting reimbursement from CAL FIRE.

11. Grantee contact name, phone number, and email address for questions related to the invoice.

12. All backup documentation to support the invoice (see Payment of Grant Funds).

13. Certification and signature of authorized representative - Please see sample invoice for certification language.

<p><b>Grantee Name</b>                  Street Address                  Street Address2                  City, ST ZIP Code</p> <p><b>Submit invoice and supporting documentation to:</b>                  California Department of Forestry &amp; Fire Protection (CAL FIRE)                  ATTN: NAME, PROGRAM                  Street Address2                  City, ST ZIP Code</p> <p>Grant Number: XGXXXXXX                  Grant Period: MM/DD/YYYY to MM/DD/YYYY                  Project Name:</p> <p>Invoice Period: MM/DD/YYYY to MM/DD/YYYY                  Payment Type: <input type="checkbox"/> Advance Request <input type="checkbox"/> Interim Payment <input type="checkbox"/> Final Payment</p>	<h1 style="margin: 0;">INVOICE</h1> <p><b>DATE:</b> Month DD, YYYY  <b>INVOICE #:</b> 1</p>																																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">BUDGET ITEM</th> <th style="width: 15%;">BUDGETED AMOUNT</th> <th style="width: 15%;">CURRENT COST</th> <th style="width: 15%;">EXPENDED TO DATE</th> <th style="width: 25%;">MATCH TO DATE</th> </tr> </thead> <tbody> <tr> <td>Salaries and Wages</td> <td></td> <td></td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Employee Benefits</td> <td></td> <td></td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Contractual</td> <td></td> <td></td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Travel</td> <td></td> <td></td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Supplies</td> <td></td> <td></td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Equipment</td> <td></td> <td></td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Other</td> <td></td> <td></td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Indirect Cost (Exclude Equipment) 10%</td> <td></td> <td style="text-align: right;">-</td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;">-</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td><b>Less Outstanding Advance</b></td> <td></td> <td style="text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td><b>Less Program Income</b></td> <td></td> <td style="text-align: right;">\$ -</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;"><b>CURRENT DUE</b></td> <td></td> <td style="text-align: right;"><b>\$ -</b></td> <td></td> <td></td> </tr> </tbody> </table>					BUDGET ITEM	BUDGETED AMOUNT	CURRENT COST	EXPENDED TO DATE	MATCH TO DATE	Salaries and Wages				-	Employee Benefits				-	Contractual				-	Travel				-	Supplies				-	Equipment				-	Other				-	Indirect Cost (Exclude Equipment) 10%		-		-	<b>TOTAL</b>	-	\$ -	\$ -	\$ -	<b>Less Outstanding Advance</b>		\$ -			<b>Less Program Income</b>		\$ -			<b>CURRENT DUE</b>		<b>\$ -</b>		
BUDGET ITEM	BUDGETED AMOUNT	CURRENT COST	EXPENDED TO DATE	MATCH TO DATE																																																																	
Salaries and Wages				-																																																																	
Employee Benefits				-																																																																	
Contractual				-																																																																	
Travel				-																																																																	
Supplies				-																																																																	
Equipment				-																																																																	
Other				-																																																																	
Indirect Cost (Exclude Equipment) 10%		-		-																																																																	
<b>TOTAL</b>	-	\$ -	\$ -	\$ -																																																																	
<b>Less Outstanding Advance</b>		\$ -																																																																			
<b>Less Program Income</b>		\$ -																																																																			
<b>CURRENT DUE</b>		<b>\$ -</b>																																																																			
<p>Check all those that apply: <span style="float: right;">Direct questions to: Name</span></p> <p><input type="checkbox"/> Supporting documentation attached (required for Interim &amp; Final Payment) <span style="float: right;">XXX-XXX-XXXX Ext. XXXX</span></p> <p><input type="checkbox"/> Project Progress Report (Interim) or Project Completion Report (Final) <span style="float: right;">Email address</span></p> <p><b>CERTIFICATION:</b> I certify that I have the full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this request and accompanying documents for the above referenced grant is true and correct to the best of my knowledge, and represents actual allowable disbursements made for the work performed in accordance with the conditions of the grant.</p>																																																																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%; border-bottom: 1px solid black;">Signature of Authorized Official</td> <td style="width: 15%; border-bottom: 1px solid black;">Date</td> <td style="width: 30%; border-bottom: 1px solid black;">Printed Name</td> <td style="width: 20%; border-bottom: 1px solid black;">Title</td> </tr> </table>					Signature of Authorized Official	Date	Printed Name	Title																																																													
Signature of Authorized Official	Date	Printed Name	Title																																																																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5" style="text-align: left; padding: 2px;">CAL FIRE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="width: 45%; padding: 2px;">Payment approval signature (Unit/Field Staff)</td> <td style="width: 25%; padding: 2px;">Title</td> <td style="width: 10%; padding: 2px;">Date</td> <td colspan="2"></td> </tr> <tr> <td style="padding: 2px;">Payment approval signature (Program Manager)</td> <td style="padding: 2px;">Title</td> <td style="padding: 2px;">Date</td> <td colspan="2"></td> </tr> <tr> <td style="padding: 2px;">Payment approval signature (Grants Management Unit)</td> <td style="padding: 2px;">Title</td> <td style="padding: 2px;">Date</td> <td colspan="2"></td> </tr> <tr> <td style="padding: 2px;">CAL FIRE Coding:</td> <td style="padding: 2px;">FY</td> <td style="padding: 2px;">Reporting Structure</td> <td style="padding: 2px;">Account</td> <td style="padding: 2px;">Service Location</td> </tr> <tr> <td></td> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> <td style="padding: 2px;">Amount</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td style="padding: 2px;">Supplier ID</td> </tr> </tbody> </table>					CAL FIRE USE ONLY					Payment approval signature (Unit/Field Staff)	Title	Date			Payment approval signature (Program Manager)	Title	Date			Payment approval signature (Grants Management Unit)	Title	Date			CAL FIRE Coding:	FY	Reporting Structure	Account	Service Location					Amount					Supplier ID																														
CAL FIRE USE ONLY																																																																					
Payment approval signature (Unit/Field Staff)	Title	Date																																																																			
Payment approval signature (Program Manager)	Title	Date																																																																			
Payment approval signature (Grants Management Unit)	Title	Date																																																																			
CAL FIRE Coding:	FY	Reporting Structure	Account	Service Location																																																																	
				Amount																																																																	
				Supplier ID																																																																	



## **Appendix D - Check Lists**

### **Project Application Package Check List**

- Attachment 1 - Completed Project Grant Application Form
- Attachment 2 - Completed Project Scope of Work
- Attachment 3 - Completed Project Budget (Excel format)
- Attachment 4 - PDF Version of Project Map (formatted to 8 ½" x 11")
- Attachment 5 – State of California Payee Data Record form (Std. 204) – see Appendix I
- Attachment 6 - Articles of Incorporation, including document w/seal from Secretary of State (non-profit applicant)
- Attachment 7 – Board Resolution granting authority to sign (non-profits and Local Government)
- Attachment 8 - Fire Prevention Grant Project/Treatment Area Mapping Program (online submission only).
- Attachment 9 - State of California Non-Discrimination Compliance (Std. 19) – see Appendix I
- Attachment 10 - State of California Drug-Free Workplace Certification (Std. 21) – see Appendix I
- Attachment 11 - Exhibit A and B of the University Model Agreement (only required for UCs, CSUs and their auxiliary entities that require the use of the University Model Agreement)

### **Grant Agreement Package Check List**

- Three original signed Grant Agreements with attachments
- Attachment 1 – Completed Project Grant Application Form
- Attachment 2 – Completed Project Scope of Work
- Attachment 3 – Completed Project Budget
- Attachment 4 – PDF Version of Project Map

# Appendix E - Project Application

## Project Application Form

California Department of Forestry and Fire Protection (CALFIRE)  
California Climate Investments  
Fire Prevention Program Grant Application  
Fiscal Year 2019-20 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions for the 2019-20 CCI Grant Guidelines on the [Fire Prevention Grants Web Page](#). Submit the application and all supporting materials to the [www.box.com](#) folder assigned to your tracking number **no later than 3:00pm PST on December 4, 2019**. Please note: Items marked in red are required.

1. **Project Tracking #:** 19-FP-UUU-XXXX CalMapper ID: [redacted]  
Project Name/Title: [redacted]  
County: [redacted]  
CAL FIRE Unit/Contract County (Please use this 3-letter Unit Identifier for file naming. See Question 14): [redacted]

2. **Organization Type:** [redacted] If Other, please specify: [redacted]  
If Non-Profit, are you a registered 501(c)(3)?  Yes  No

3. **Sponsoring Organization:** [redacted]  
**Project Manager**  
Title: [redacted]  
First Name: [redacted] Last Name: [redacted]  
Address Line 1: [redacted]  
Address Line 2: [redacted]  
City: [redacted] State: [redacted] Zip Code: [redacted]  
Phone Number: [redacted] Secondary Phone Number: [redacted]  
Email Address: [redacted] Fax Number: [redacted]

Tracking #: 19-FP-UUU-XXXX Page 1 of 5  
Project Name: [redacted]

4. For which primary activity is funding being requested? [redacted]

5. **Grant Period:** Please provide the estimated start date and completion date for your project. Projects **MUST** be completed by March 15, 2024. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: [redacted]

Project Completion Date: [redacted]

6. **Limiting Factors:** Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

If checked, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

7. **Timber Harvest Plans:** For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number: [redacted]

8. **Community at Risk:** Is the project associated with a community that is listed as a Community at Risk? See the list of [Communities at Risk](#) on the Office of the State Fire Marshal web page.

Yes     No

Number of Communities in the project area: [redacted]

9. **Disadvantaged/Low Income Community:** Is the project associated with a low-income community that is listed as a Community at Risk? See the information on [Priority Population Investments](#) on the California Air Resources Board web page.

Yes     No

If Yes, select all that applies:

Disadvantaged

Low Income

Both

Buffer Zone

Tracking #: [redacted]

Page 2 of 5

Project Name: [redacted]

**10. Describe how your proposal would reduce the total amount of wildfire (and thereby reduce wildfire emissions) around communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (Limited to 700 characters.)**

**11. Federal Responsibility Area:** Does your project/activity include work on Federal Lands that might require NEPA, or use a framework similar to Good Neighbor Authority?

Non-Tribal Lands:     Yes     No    If yes, how many acres?

Tribal Lands:         Yes     No    If yes, how many acres?

**12. Project Area Statistics:** For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

**PIZ** - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

**TIZ** - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Treatment Influence Zone (TIZ)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Tracking #:

Page 3 of 5

Project Name:

13. **Project Budget:** What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Budget Item	Amount
Grant Funding Requested (\$)	

14. **Local Wildland Fire Risk Reduction Plans:** Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. **Select all that apply.**

- CAL FIRE Unit Strategic Fire Plan
- Homeowners' Association Plan
- Fire Safe Council Action Plan
- County Fire Department Strategic Fire Plan
- Local Fire Department Plan
- FIREWISE Community Assessment
- Other Local Plan (Identify in Scope of Work)
- Local Hazard Mitigation Plan
- Community Wildfire Protection Plan

15. **CEQA Compliance:** Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

Document Identification Number:

Tracking #: 19-FP-UUU-XXXX

Page 4 of 5

Project Name:



**16. Application Submission:**

**Note to Applicant:** If you modify the language contained in any part of this document, other than to fill in the blanks or to provide requested information, your application **will be rejected**.

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

Replace "XXXX" in the file name with the project's ID Number. Replace "UUU" in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

Attachments	File Name
<input type="checkbox"/> Application Form (.pdf)	19-FP-UUU-XXXX-Application.pdf
<input type="checkbox"/> Scope of Work (.doc)	19-FP-UUU-XXXX-SOW.doc
<input type="checkbox"/> Project Budget (.xls)	19-FP-UUU-XXXX-Budget.xls
<input type="checkbox"/> Project Map (.pdf)	19-FP-UUU-XXXX-MAP.pdf
<input type="checkbox"/> Articles of Incorporation (.pdf) - Applies to Non-Profits only	19-FP-UUU-XXXX-AOI.pdf
<input type="checkbox"/> NIFC/Mapping	<a href="#">Create a Geo Point &amp; Polygon</a> web link

I certify that the above and attached information is true and correct:

<input type="text"/>		<input type="text"/>
<b>Original Signature Required: Grantee's Authorized Representative</b>		<b>Date Signed</b>
<input type="text"/>		<input type="text"/>
<b>Printed Name</b>		<b>Title</b>
Executed on: <input type="text"/>	at <input type="text"/>	
<b>Date</b>	<b>City</b>	

Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the www.box.com folder assigned to your tracking number **no later than 3:00pm PST on December 4, 2019**. Please submit the documents as early as possible to avoid unanticipated issues. **Applications submitted or modified on the www.box.com folder after this date will be considered late.** Access to www.box.com after the due date may be revoked.

Tracking #:

Page 5 of 5

Project Name:



## Project Application Instructions

The project application will become Attachment 1 to the Grant Agreement. Most of the information asked for is self-explanatory. Several items warrant explanation and are discussed in order as they appear on the form:

**Item 1 Project Tracking Number:** Project tracking number is in the following format. YY-FP-UUU-XXXX

UUU is the Unit identifier – the first three letters from Item 1 CAL FIRE Unit/Contract County. (Ex: UUU = AEU for AEU-Amador El Dorado Unit.) XXXX is a number assigned by CAL FIRE.

Applicants will request a Project Tracking Number by emailing one of the following:

[CNRgrants@fire.ca.gov](mailto:CNRgrants@fire.ca.gov) (Northern Region Contact)

[SouthernRegionGrantsProgram@fire.ca.gov](mailto:SouthernRegionGrantsProgram@fire.ca.gov) (Southern Region Contact)

[CALFIRE.Grants@fire.ca.gov](mailto:CALFIRE.Grants@fire.ca.gov) (Sacramento)

Applicant **MUST** specify the grant application they are requesting tracking number. The request shall include:

- The applicant organization name
- The name of the CAL FIRE Unit the project or activity will be located in
- The name of the project (if available)
- Email address(es) of the individuals that will need access to the Box.com folder to submit the application

It is highly recommended that applicants request this information at least one week prior to the due date to allow for a timely response to your request.

**CalMAPPER ID:** If you have an existing CalMAPPER ID related to the project please supply it in the appropriate box. If you don't, it is not required.

**Project name:** Though a specific naming convention is not required, many project names include both geographical and activity information. (Ex: High Ridge Fuel Break)

**Item 2 Organization Type:** Select the organization type of the organization responsible for the project or activity. **Fire Protection Provider:** Select under which framework the local Fire Service is governed / organized. Do not include CAL FIRE Schedule B (SRA).

**Item 3 Sponsoring Organization:** Legal name of sponsoring organization responsible for the project or activity. If selected for award, this will be the name of the grantee used in the grant agreement.

**Item 4 Project Activity:** Select the primary activity for the project. Education projects are described in terms of Public Education - Public includes activities designed to directly inform the public of fire prevention measures that they can take to reduce risk Education.

**Item 5 Grant Period:** From the date of Execution (signed by CALFIRE representative) to no later than March 15, 2024. Instructions are included on the application form (pdf).

**Item 6 Limiting Factors:** Check the box if there are any limiting factors that may affect the successful completion of the project. Describe these factors in the Scope of Work (Attachment 2).

**Item 7 Timber Harvest Plans (THP):** For Fuels Treatment projects, check the box and provide the THP number if there are recent timber harvest plans in the treatment area for which a Notice of Completion has not been filed with CAL FIRE.

**Item 8 Community at Risk:** List the communities from the Community at Risk list that are included in the project area. Enter the number (count) of communities in the project area. Communities at Risk are listed on the Office of the State Fire Marshal website at [http://osfm.fire.ca.gov/fireplan/fireplanning\\_communities\\_at\\_risk](http://osfm.fire.ca.gov/fireplan/fireplanning_communities_at_risk).

**Item 9 Disadvantaged/Low Income Community:** Using the Disadvantaged and Low-Income Community maps located here: <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>, select the corresponding boxes that apply to the project.

**Item 10 Describe how your proposal would reduce the total amount of wildfire (and thereby reducing wildfire emissions) around communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits:** Describe in the space provided how your project or activity will reduce GHG emissions.

**Item 11 Federal Responsibility Area:** Select the corresponding boxes that apply to the project. If the Project does include project work on Federal Lands provide the total acres.

**Item 12 Project Area Statistics:** Determine the proportion of acres in the project area. For the Project Influence Zone the total acres should encompass all treatment areas or could include a buffer area around the planning/public target. For the Treatment Influence Zone the total acres should equal the total project acres.

**Item 13 Project Budget:** The project budget detail is provided in the Excel spreadsheet (attachment 3). There are four totals that need to be entered in the project application. Equipment Purchases total comes from the body of the Project Budget (Sub-Total Equipment for Grant).

<b>Total Direct Costs</b>	\$	-	\$	-	\$	-	\$	-
Indirect Costs	0%	\$	-		\$	-	\$	-
<b>Total Project Costs</b>	\$	-	\$	-	\$	-	\$	-
Less Program Income	\$	-		\$	-	\$	-	\$
<b>Total Grant Proposed Costs</b>	\$	-	\$	-	\$	-	\$	-
					A ↗		B ↗	C ↗

The sample above shows:

A. Grant Portion of project

- B. Partners
- C. Total Project Budget

**Item 14 Local Wildland Fire Risk Reduction Plans:** Check all that apply. Discuss the relationship in the Scope of Work.

**Item 15 Environmental Compliance:** Select the appropriate CEQA document type for the project. If the project does not require CEQA compliance, then select “not applicable” from the list. If a CEQA document has been previously completed then enter the identification number. If an exemption is being used in place of CEQA, list the type of exemption.

**Item 16 Application Submission:** Applications are to be submitted by uploading the documents to their assigned Box.com folder. The electronic application with the attachments will provide greater utility for CAL FIRE review as employees in various offices will be tasked with portions of the application review. A checklist is provided for each of the attachments that are included in the submission package. Enter the file name for each of the files attached that are being submitted. The application and all associated documents must be uploaded by December 4, 2019 at 3:00 PM PST.

Please use this file naming structure for the attachments:

- 19-FP-UUU-XXXX-Application.pdf
- 19-FP-UUU-XXXX-SOW.doc
- 19-FP-UUU-XXXX-Budget.xls
- 19-FP-UUU-XXXX-MAP.pdf
- 19-FP-UUU-XXXX-AOI.pdf

Where XXXX is the project number from Item 1 Tracking ID and UUU is the Unit identifier – the first three letters from Item 1 CAL FIRE Unit/Contract County.

- |                              |                          |
|------------------------------|--------------------------|
| • AEU-Amador-Eldorado        | • MVU-San Diego          |
| • BDU-San Bernardino         | • NEU-Nevada-Yuba-Placer |
| • BEU-San Benito-Monterey    | • ORC-Orange             |
| • BTU- Butte                 | • RRU-Riverside          |
| • CZU-San Mateo-Santa Cruz   | • SBC-Santa Barbara      |
| • FKU-Fresno-Kings           | • SCU-Santa Clara        |
| • HUU-Humboldt-Del Norte     | • SHU-Shasta-Trinity     |
| • KRN-Kern                   | • SKU-Siskiyou           |
| • LAC- Los Angeles           | • SLU-San Luis Obispo    |
| • LMU- Lassen-Modoc          | • TCU-Tuolumne-Calaveras |
| • LNU- Sonoma-Lake-Napa      | • TGU-Tehama-Glenn       |
| • MEU- Mendocino             | • TUU-Tulare             |
| • MMU-Madera-Mariposa-Merced | • VNC-Ventura            |
| • MRN-Marin                  | • CSR-Southern Region    |
| • CNR-Northern Region        | • Statewide              |



## Appendix F - Project Scope of Work

### Scope of Work Instructions

- Use the Scope of Work document from the grant program web site.
- The instructions in the Scope of Work document are provided to prompt the project applicant to fully describe the proposed project. Please be sure to address each item listed so that the full impact of your project can be considered during the project evaluation and selection phase of this grant process. The document contains boxes for your response. The boxes will expand as needed for a full response. Please provide responses that clearly describe your project while being concise and brief.
- For clarity to the reviewer, it is suggested that you utilize the headers and prompt numbers provided below in the narrative discussion of your proposed project.
- This Scope of Work document should clearly describe your proposed project.
- Further instructions for the Scope of Work are found in the Scope of Work document.
- Give your project Scope of Work a filename as described in item 17 of the Project Application. Attach this Scope of Work to the project application as a separate document with the file name *19- FP-UUU-XXXX-SOW.doc*.

# Project Scope of Work



California Department of Forestry and Fire Protection  
(CAL FIRE) California Climate Investments  
Fire Prevention Grants Program  
Project Scope of Work



**Project Name:** [Click or tap here to enter text.](#)

**Project Tracking Number:** 19-FP-UUU-XXXX

**Project Description Summary:** Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. (Please type in blank space below. Please note there is no space limitations).

## **A. Scope of Work**

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

### **Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects**

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
2. Describe the goals, objectives, and expected outcomes of the project.
3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.
4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.
5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?
6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

### **Section 2: Planning Projects**

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
5. Describe the pathways for community involvement that will be incorporated in the planning process.

### **Section 3: Education**

1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
2. Describe the target audience of the education program and how information will be distributed to this audience.
3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education. (Please type in blank space below. Please note there is no space limitations).

#### **B. Relationship to Strategic Plans**

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document? (Please type in blank space below. Please note there is no space limitations).

#### **C. Degree of Risk**

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: [http://www.fire.ca.gov/fire\\_prevention/fire\\_prevention\\_wildland\\_zones\\_maps.php](http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php)
2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI. (Please type in blank space below. Please note there is no space limitations).

#### **D. Community Support**

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?
2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project.

Project Tracking Number: 19-FP-UUU-XXXX

2

Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

3. Describe any plans to maintain the project after the grant period has ended.
4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?  
(Please type in blank space below. Please note there is no space limitations).

**E. Project Implementation**

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
2. Verify the expected timeframes to complete the project will fall under the March 15, 2024 deadline.
3. Describe the milestones that will be used to measure the progress of the project.
4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?  
(Please type in blank space below. Please note there is no space limitations).

**F. Administration**

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.  
(Please type in blank space below. Please note there is no space limitations).

Project Tracking Number: 19-FP-UUU-XXXX

**G. Budget**

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.
2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?
4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).
5. Explain each object category in detail and how that would support meeting the grant objectives.

(Please type in blank space below. Please note there is no space limitations).

**H. California Climate Investments**

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?
2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

(Please type in blank space below. Please note there is no space limitations).

Project Tracking Number: 19-FP-UUU-XXXX

4



# Appendix G - Project Budget Sheet

Project Budget											
Tracking #: 19-FP-UUU-XXXX											
Project Name:											
Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
<b>A. Salaries and Wages</b>											
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Salaries and Wages:								\$ -	\$ -	\$ -	\$ -
<b>B. Employee Benefits</b>											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Employee Benefits:								\$ -	\$ -	\$ -	\$ -
<b>C. Contractual</b>											
		0	Report	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Acres	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Miles	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Contractual:								\$ -	\$ -	\$ -	\$ -
<b>D. Travel &amp; Per Diem:</b>											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Travel & Per Diem:								\$ -	\$ -	\$ -	\$ -
<b>E. Supplies</b>											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Supplies:								\$ -	\$ -	\$ -	\$ -
<b>F. Equipment</b>											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Equipment:								\$ -	\$ -	\$ -	\$ -
<b>G. Other Costs</b>											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Other Costs								\$ -	\$ -	\$ -	\$ -
<b>Total Direct Costs</b>								\$ -	\$ -	\$ -	\$ -
<b>Indirect Costs (Exclude Equipment)</b>						0%	\$ -		\$ -	\$ -	
<b>Total Project Costs</b>								\$ -	\$ -	\$ -	\$ -
<b>Less Program Income</b>								\$ -		\$ -	\$ -
<b>Total Grant Proposed Costs</b>								\$ -	\$ -	\$ -	\$ -

Specific cell entries:

- Cell B1: **Tracking #** Cell B2: **Project Name** that was given to the project
- Rows 6 – 13 **Salaries and Wages:** Salaries for wage-earning personnel employed by the grantee/contractor (not a subcontractor) and working on the project.
- Rows 16 – 23 **Employee Benefits:** Benefits for personnel employed by the grantee/contractor (not a subcontractor) and working on the project.
- Rows 26 – 30 **Contractual:** List contracts used to achieve the objectives of the project. Equipment that is rented would be included in this section.
- Rows 33 – 36 **Travel and Per Diem:** Expenses for travel (mileage, motel, meals, and incidentals) to off-project locations.
- Rows 39 – 43 **Supplies:** Various identifiable supplies needed for the project. Purchase of equipment costing less than \$5,000 per unit is considered minor equipment and is included in this section of the budget.
- Rows 46 – 50 **Equipment:** Equipment costing more than \$5,000 and typically having a lifespan longer than the term of the grant.
- Rows 53 – 62 **Other Costs:** Other miscellaneous costs.
- Cell H65, **Indirect Costs:** Expenses of doing business that are of a general nature and is incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, Grant Agreement, Project or activity, but are necessary for the general operation of the organization. Examples of Indirect Costs include salaries and benefits of employees not directly assigned to a Project; functions such as personnel, business services, information technology, and janitorial; and salaries of supervisors and managers. Indirect costs are capped at 12% of the grant amount for this grant (excludes Equipment).

Certain values in your budget will be needed to complete the project application form. The following list of Cell IDs corresponds to the information requested in Item 13 of the Project Budget section of the Project Application form. If the worksheet is modified and additional columns or rows are added, then the Cell IDs may no longer correlate directly with Item 13.

- Cell I68 – Grant portion of the project
- Cell I51 – Equipment Purchases
- Cell K68 – Partners
- Cell L68 – Total Project Budget

When saving the project budget, give it a file name as described in item 17 of the Project Application. The format is: 19-FP-UUU-XXXX-Budget.xls

Where: XXXX is the project number

And: UUU is the 3-letter identifier (see item 1 on the Project Application form)

## Appendix H - Project Map

Include a map or maps of the project with the project application. The maps shall meet the following requirements:

- Electronic Format of PDF.
- Printed Format(s) should measure 8 ½ by 11 inches.
- The scale should be 1:24,000 scale or greater. The maps should show enough of the surrounding area so that the application review team can get a sense of the relationship of the project to the surrounding area.
- The map(s) should clearly show:
  - Project boundaries
  - treatment area(s) by type
  - roads
  - watercourses
  - Parcels
  - City/County/Unit
  - SRA/LRA/FRA
  - any other necessary information
- Legend: Include a map legend that identifies:
  - the features on the map
  - the project tracking number
  - project name
  - project proponent

## **Appendix I – Forms**

These standard forms are required prior to the signing of a Grant Agreement. Applicants are encouraged to submit these forms with the Project Application to expedite the process should the grant be awarded.

Payee Data Record form (STD. 204): CAL FIRE utilizes this form internally for all grantees. This form is required for all applicants, including local governments, despite the language on the form. <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

Nondiscrimination Compliance Statement form (STD. 19) – Required at time of Grant Agreement: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std019.pdf>

A Drug-Free Workplace Certification form (STD. 21) – Required at time of Grant Agreement: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf>



## **Appendix J – CalMAPPER**

All California Climate Investments (CCI) funded projects will be recorded in CAL FIRE's Management Activity Project Planning & Event Reporter (CalMAPPER). To achieve this, grantees will need to provide spatial information about where the project is occurring on the landscape, identify an appropriate treatment objective or category for their project, and identify what activities occurred under the category to their local CAL FIRE Unit.

### **Spatial data requirement**

The grantee will work with the local CAL FIRE Unit to provide spatial data that allows CAL FIRE to enter the project into CalMAPPER. Spatial data can include but is not limited to shapefiles, gpx files, KML/KMZ files, etc. The grantee will work with the local unit to identify the most appropriate format for their data to be submitted, based on the capabilities of the grantee and the needs of the local Unit.

### **Grant Categories**

CCI grants are divided into two categories for CalMAPPER entry:

1. Hazardous Fuels Reduction,
2. Fire Prevention Planning and Education.

### **Hazardous Fuels Reduction**

Hazardous Fuels Reduction projects funded under CCI should fall into one of the following treatment objectives:

- Fuels Reduction: Work conducted in an area where the primary objective is to reduce fuel loads.
- Fuel Break: Work conducted to modify flammable vegetation to create defensible space in an attempt to reduce fire spread to structures and/or natural resources, and to provide a safer location to fight the fire. Fuel breaks are strategically placed along a ridge, valley bottom, access road, or around a subdivision.
- Right of Way Clearance: Work conducted along the right of way of fire roads, county roads, or highways for purposes of improved ingress and egress. This includes the removal of dead trees resulting from insect or drought. Right of Way Clearance is not done with the intent of stopping a fire at the location of work but instead focuses on ingress and egress enhancement.
- Other: If the grantee's project does not fall into one of the previously identified treatment objectives, the grantee will need to work with the local unit to identify an appropriate objective for entry into CalMAPPER.

### **Fire Prevention Planning and Education**

Fire Prevention Planning and Education projects funded under CCI should fall into one of the following categories:

- CWPP,
- Education Outreach (includes Public Service Announcements),
- Public Meetings,
- Signage,
- WUI Pre-Planning,
- Wildfire Risk Mapping,

- Evacuation Plans,
- Other: If the grantees project does not fall into one of the previously identified categories, the grantee will need to work with the local unit to identify an appropriate category for entry into CalMAPPER.

### **Grant Activities**

Below is a list of appropriate activities based on the Hazardous Fuels Reduction Treatment Objectives identified above, if the grantee is completing an activity that is not listed below consult with the local CAL FIRE unit to identify an appropriate activity for entry into CalMAPPER.

#### **Fuels Reduction**

- Air Curtain Burner,
- Biomass Removal,
- Boundary Mapping,
- Chaining,
- Chipping
- Crushing,
- Erosion Control,
- Grazing,
- Herbicide,
- Lop and Scatter,
- Mastication,
- Milling,
- Pile Burning,
- Piling (Mechanical),
- Piling (Manual),
- Project Administration,
- Pruning,
- Planning Meeting,
- Public Contacts,
- Public Meetings,
- RPF Supervision,
- Site Assessment,
- Thinning,
- Trees Felled (>10" dbh>20' tall).

#### **Fuel Break**

- Biomass Removal,
- Boundary Mapping,
- Chaining,
- Chipping
- Crushing,
- Dozer Line,
- Erosion Control,
- Grazing,
- Hand Line,
- Herbicide,
- Lop and Scatter,

- Mastication,
- Pile Burning,
- Piling (Mechanical),
- Piling (Manual),
- Project Administration,
- Pruning
- Planning Meeting,
- Public Contacts,
- Public Meetings,
- RPF Supervision,
- Site Assessment,
- Thinning,
- Trees Felled (>10" dbh>20' tall).

#### **Right of Way Clearance**

- Biomass Removal,
- Boundary Mapping,
- Chaining,
- Chipping
- Crushing,
- Erosion Control,
- Grazing,
- Herbicide,
- Lop and Scatter,
- Mastication,
- Pile Burning,
- Piling (Mechanical),
- Piling (Manual),
- Project Administration,
- Pruning
- Planning Meeting,
- Public Contacts,
- Public Meetings,
- RPF Supervision,
- Site Assessment,
- Thinning,
- Trees Felled (>10" dbh>20' tall)

## Appendix K – Low Income and Disadvantaged Communities

California Climate Investments are required to meet minimum levels of investments to projects that benefit residents of disadvantaged communities, low-income communities, and low-income households collectively referred to as “priority populations” and defined by Assembly Bill 1550.

CAL FIRE’s Fire Prevention Grants Program and Forest Health Program will fund a combined \$64 million in projects that benefit Low-Income Communities or Households. This is not a requirement for eligibility, but preference will be given to projects that benefit a priority population.

Achieving “Low-Income Community or Household” designation requires 3 steps:

**Step 1: Identify the Priority Population(s).** Be located within a census tract identified as a disadvantaged community or low-income community, or directly benefit residents of a low-income household. California Air Resource Board’s community Investments webpage may be used for this:

<https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm> ;

**Step 2: Address a Need.** Meaningfully address an important community or household need for the disadvantaged community, low-income community, or low-income household; and

**Step 3: Provide a Benefit.** Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations.

The following tables will assist you in achieving the steps and can be found on the California Air Resources Board webpage:

<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>

<p><b>Table 1 LAND RESTORATION &amp; FOREST HEALTH:</b> Projects will increase carbon storage through restoration and management of natural lands.</p>
<p>Projects must satisfy the applicable criteria through <b>Step 3</b> to be considered to provide direct, meaningful, and assured benefits to priority populations and count toward CCI's statutory investment minimums. <i>Only those projects that satisfy all three Steps will be given full credit (10 points) for the Forest Health Grant Selection Criteria, "Disadvantaged and/or Low Income Community Benefit."</i></p>
<p><b>Step 1 – Identify the Priority Population(s).</b> Evaluate the project against each of the following criteria. Check all boxes that apply.</p>
<p><b>Note:</b> For this project type, the majority of the project must be located within a disadvantaged or low-income community census tract. An online mapping tool and a "look-up" tool list of "low-income" thresholds by county and household size are available at: <a href="https://www.arb.ca.gov/cci-communityinvestments">https://www.arb.ca.gov/cci-communityinvestments</a>.</p>
<p><input type="checkbox"/> A. Is the project located within the boundaries of a <b>disadvantaged community census tract</b>?</p> <p><input type="checkbox"/> B. Is the project located within the boundaries of a <b>low-income community census tract</b>?</p> <p><input type="checkbox"/> C. Is the project located outside of a disadvantaged community, but <b>within ½-mile of a disadvantaged community and within a low-income community census tract</b>?</p> <p><input type="checkbox"/> D. Is the project located within the boundaries of a <b>low-income household</b>?</p>
<p><i>If a project does not meet at least one of the qualifying criteria in <b>Step 1</b>, the project does not meet the "Disadvantaged and/or Low Income Community Benefit," and no further evaluation is needed. If the project meets at least one <b>Step 1</b> criterion, continue the evaluation in <b>Step 2</b>.</i></p>
<p><b>Step 2 – Address a Need.</b> Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need.</p>
<p>To identify a need that the project will address, agencies and/or applicants can use a variety of approaches:</p> <p><input type="checkbox"/> A. <b>Recommended Approach:</b> Host community meetings, workshops, outreach efforts, or public meetings as part of the planning process to engage local residents and community groups for input on community or household needs, and document how the received input was considered in the design and/or selection of projects to address those needs;</p> <p><input type="checkbox"/> B. <b>Recommended Approach:</b> Receive documentation of support from local community-based organizations and/or residents (e.g., letters, emails) identifying a need that the project addresses and demonstrating that the project has broad community support;</p>

**Evaluation Criteria for Providing Benefits To Priority Populations**

<b>Table 1 Cont'd: LAND RESTORATION &amp; FOREST HEALTH</b>
<p><b>Step 2 – Address a Need (continued).</b> Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need.</p>
<p><input type="checkbox"/> C. <b>Alternative Approach:</b> Where direct engagement is infeasible, look at the individual factors in <a href="#">CalEnviroScreen 3.0</a> that are most impacting an identified disadvantaged or low-income community (i.e., factors that score above the 75<sup>th</sup> percentile), and confirm that the project will reduce the impacts of at least one of those factors; or</p> <p><input type="checkbox"/> D. <b>Alternative Approach:</b> Where direct engagement is infeasible, refer to the list of needs for priority populations in <a href="#">CARB's Funding Guidelines</a> Table 5 (see attached) and confirm that the project addresses at least one listed need.</p>
<p><b>Describe identified community or household need(s):</b></p>
<p><i>If the project addresses a community or household need as described in <b>Step 2</b>, proceed to <b>Step 3</b>. If the project does not address a community or household need, it will not meet the "Disadvantaged and/or Low Income Community Benefit," and no further evaluation is needed.</i></p>
<p><b>Step 3 – Provide a Benefit.</b> Evaluate the project against each of the following criteria to determine if it provides direct, meaningful, and assured benefits to priority populations. The benefit provided must directly address the identified need.</p>
<p>Project must meet at least one of the following benefit criteria:</p> <p><input type="checkbox"/> A. Project restores a site that allows public access;</p> <p><input type="checkbox"/> B. Project significantly reduces flood risk to households within one or more disadvantaged or low-income communities;</p> <p><input type="checkbox"/> C. Project significantly reduces fire risk to households within one or more disadvantaged or low-income communities;</p> <p><input type="checkbox"/> D. Project provides regular and ongoing educational opportunities through partnerships with schools or non-profit organizations located in disadvantaged or low-income communities and site access to residents of these communities.</p>
<p><i>If the project meets the criteria in <b>Steps 1, 2, and 3</b>, it will be considered as providing direct, meaningful, and assured benefits to priority populations and will be given full credit (10 points) for the Forest Health Grant Selection Criteria, "Disadvantaged and/or Low Income Community Benefit."</i></p>




## Appendix L – Fire Prevention Grant Project/Treatment Area Mapping Program

### Instructions to accept the invitation

If you have applied for the grants last year, you should have a NIFC account. If you need a password reset, please click on “Forgot Password” when you log in to [www.arcgis.com](http://www.arcgis.com) to sign in. Please follow the below instructions after NIFC account is created or reset. (Instructions are the same for your Organizational account).



Sign In 

Username

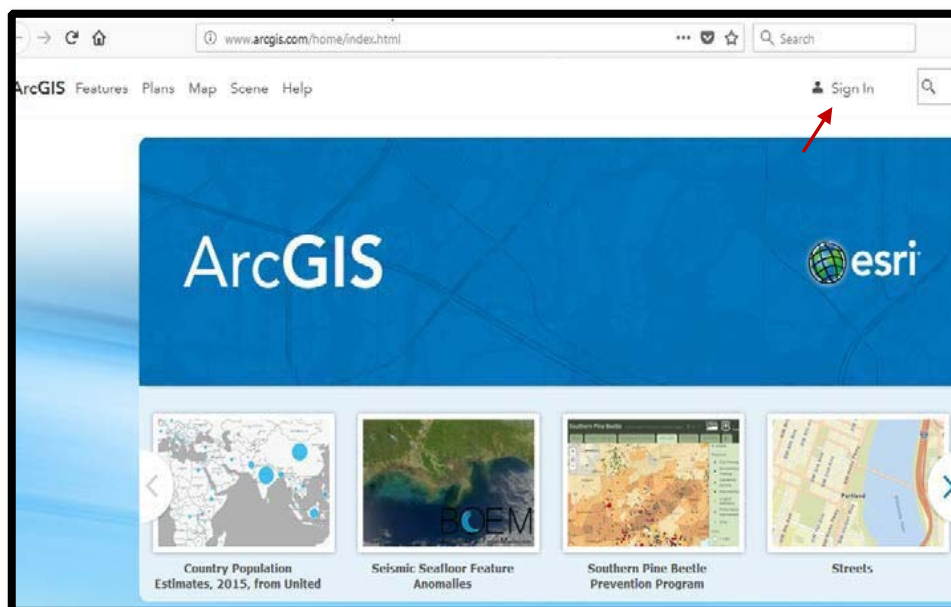
Password

Keep me signed in

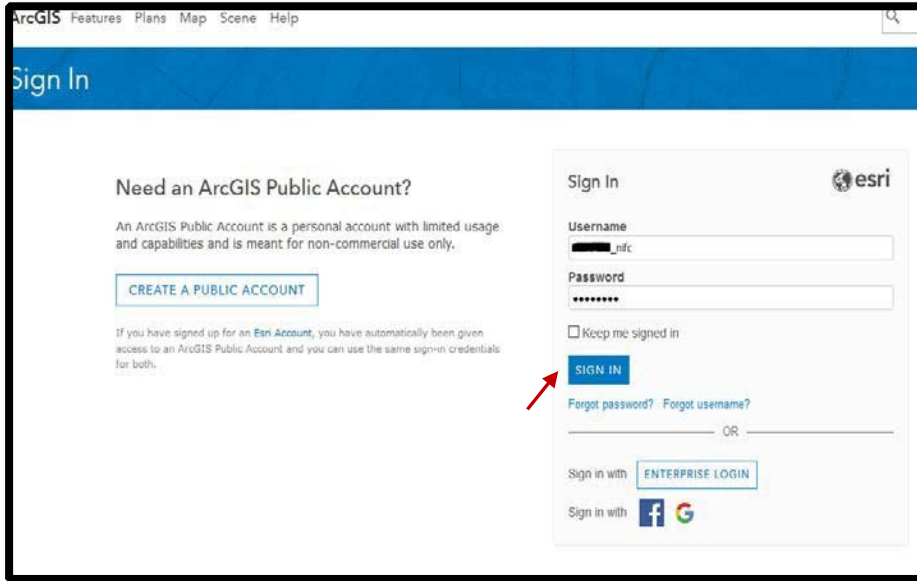
**SIGN IN**

**Forgot password?** [Forgot username?](#)

- Follow the instructions and then sign in to your NIFC account using the below link.
  - <http://www.arcgis.com/home/index.html>



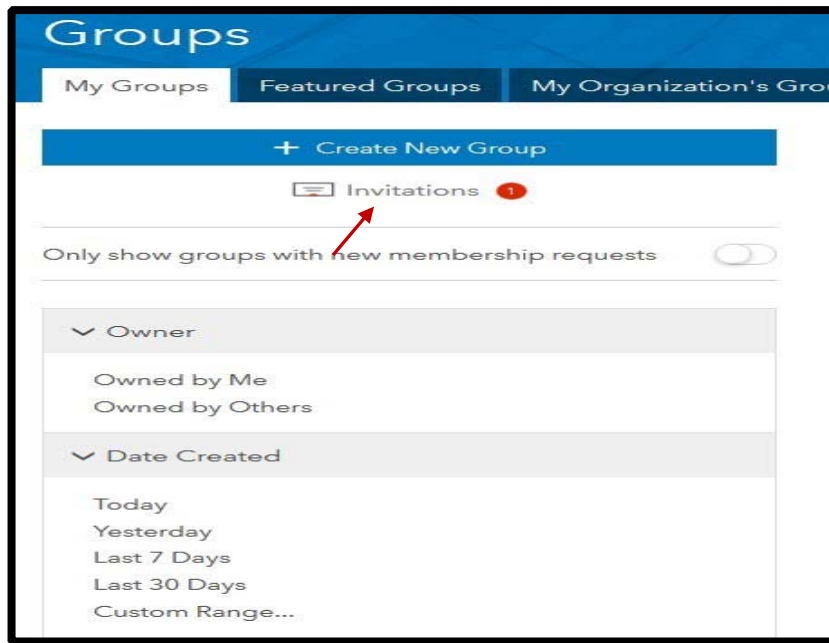
- Enter your NIFC account using your username and password



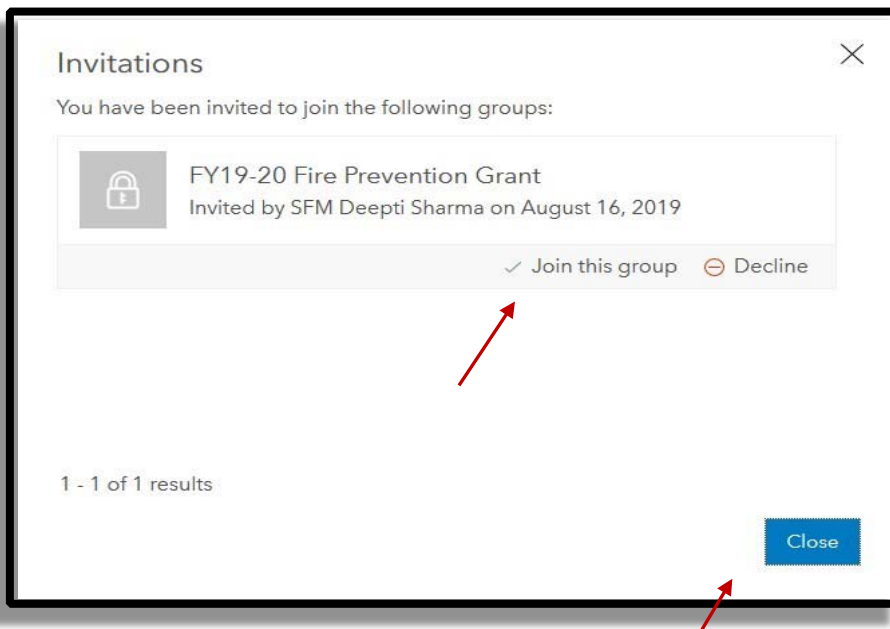
- Click "Groups" as shown below



- Click "Invitations"



- Click on “Join the group” called “*FY19 20 Fire Prevention Grant*” and then “Close”. After been added to the group please refer to the “Instructions to draw a polygon shape” on <https://www.fire.ca.gov/grants/fire-prevention-grants>



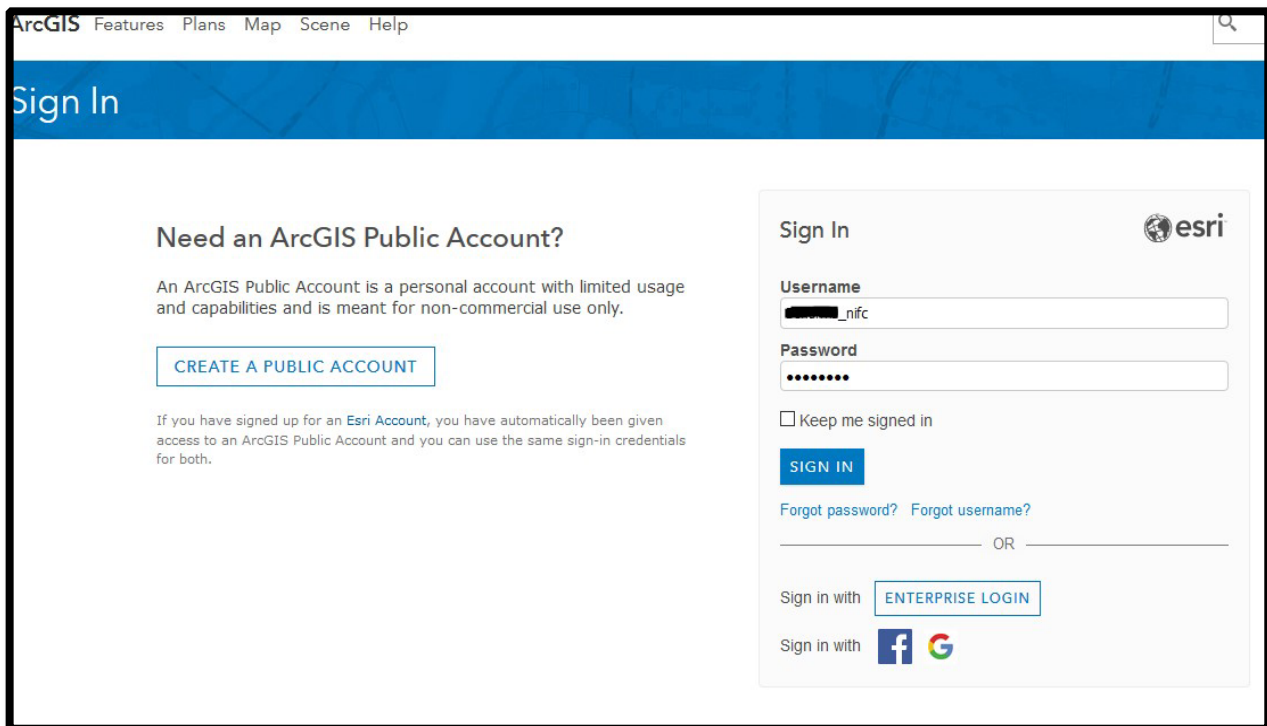
Please email at [FPGrants@fire.ca.gov](mailto:FPGrants@fire.ca.gov) for any further questions.

## Instructions to complete Geo Point and a polygon shape

Please email at [FPGrants@fire.ca.gov](mailto:FPGrants@fire.ca.gov) for any further questions.

### How to log in

- Click the link below to draw a polygon shape (also added to the above survey application)  
<https://www.arcgis.com/apps/webappviewer/index.html?id=28e78ee7ddc546738bbb9f17dce28f2f>
- Please Log in with your NIFC/Organizational AGOL credentials.



ArcGIS Features Plans Map Scene Help


# Sign In

Need an ArcGIS Public Account?

An ArcGIS Public Account is a personal account with limited usage and capabilities and is meant for non-commercial use only.

[CREATE A PUBLIC ACCOUNT](#)

If you have signed up for an [Esri Account](#), you have automatically been given access to an ArcGIS Public Account and you can use the same sign-in credentials for both.

Sign In 

Username

Password



Keep me signed in

[SIGN IN](#)

[Forgot password?](#) [Forgot username?](#)

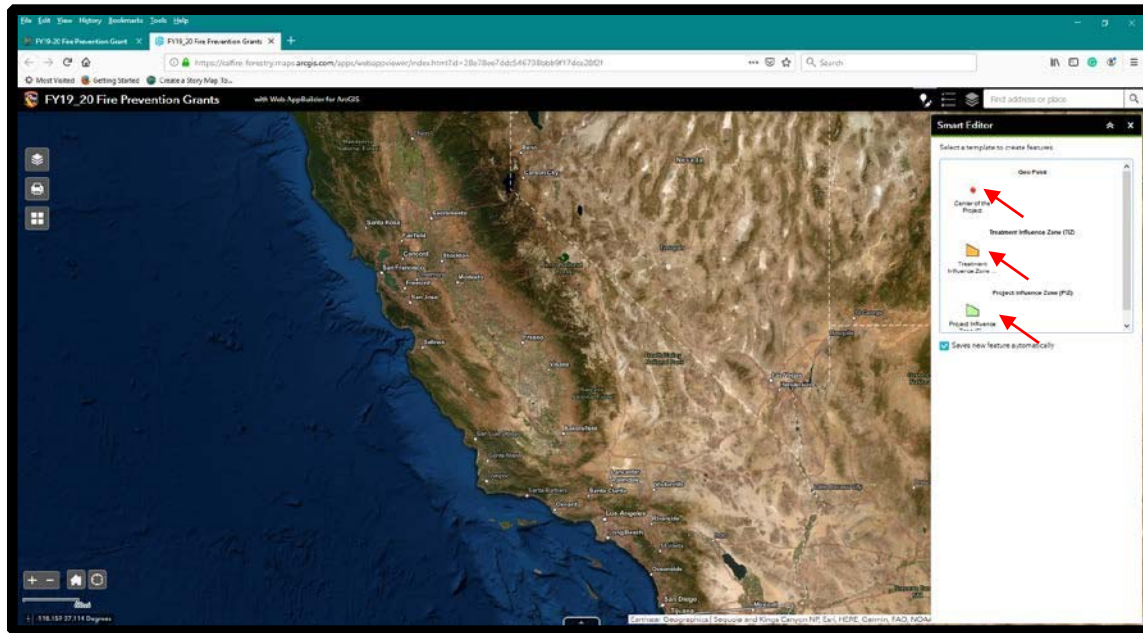
OR

Sign in with [ENTERPRISE LOGIN](#)

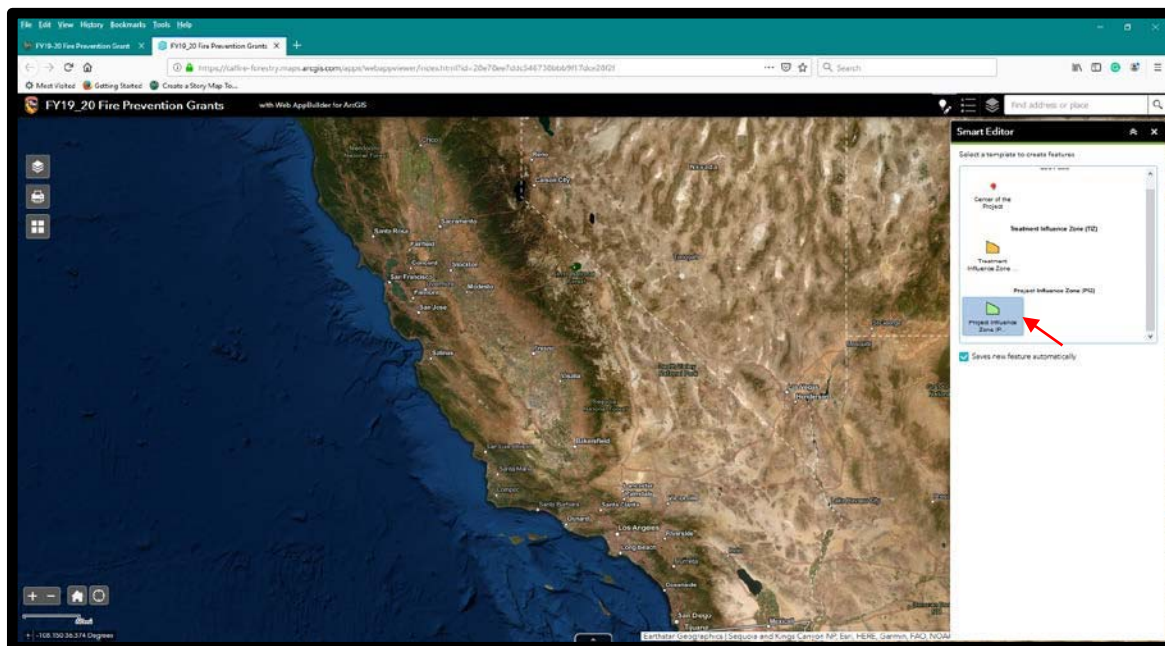
Sign in with  

- There are three portions for the mapping. (all required)
  - **Geo Point**- Center of the project
  - **Treatment Influence Zone- (TIZ)** Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g., Planning & Public Education) may NOT have treatment areas.
  - **Project Influence Zone- (PIZ)** is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning / public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

## How to create a Geo point and polygon



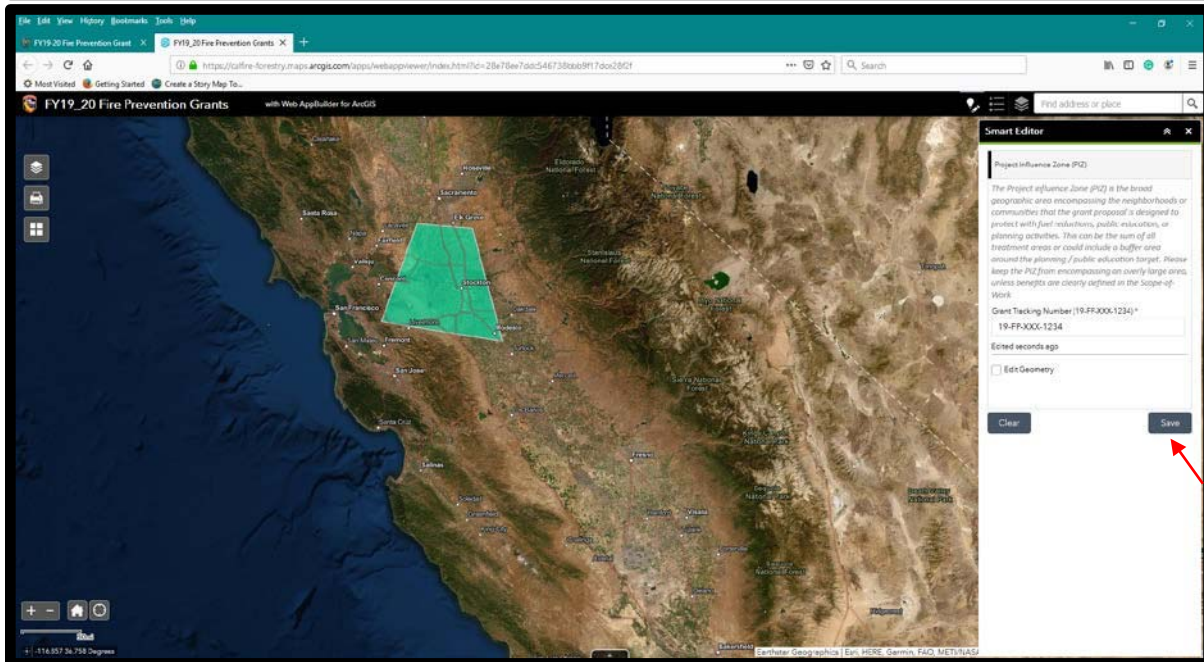
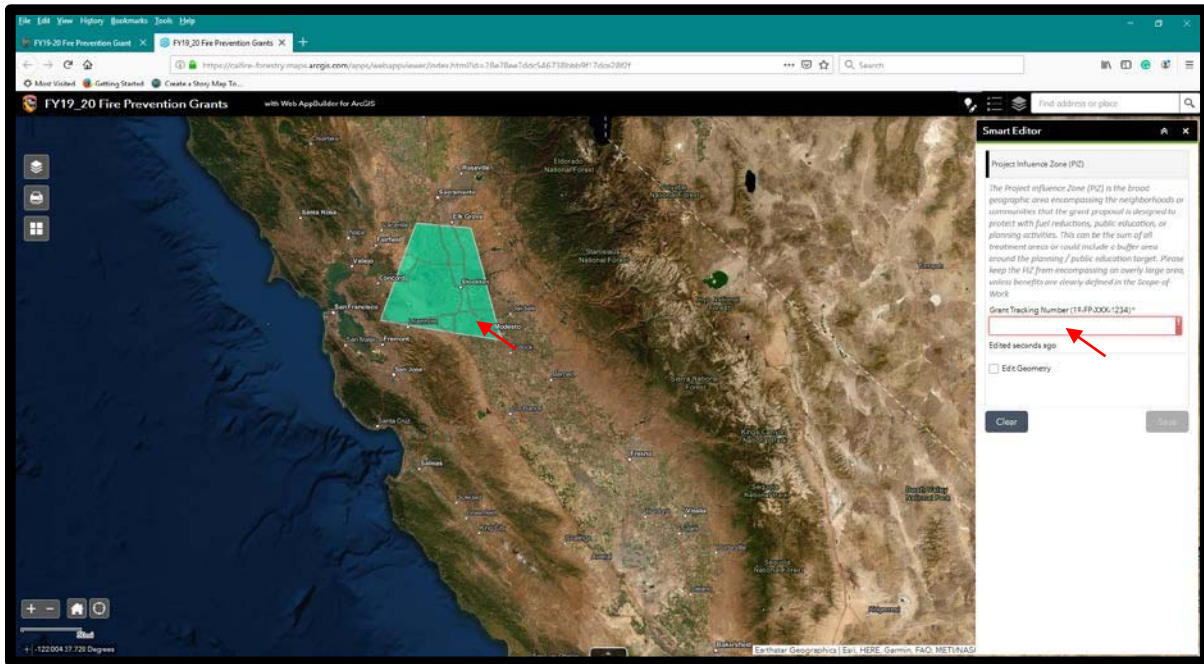
- Select the PIZ (Green) polygon to create a project boundary.



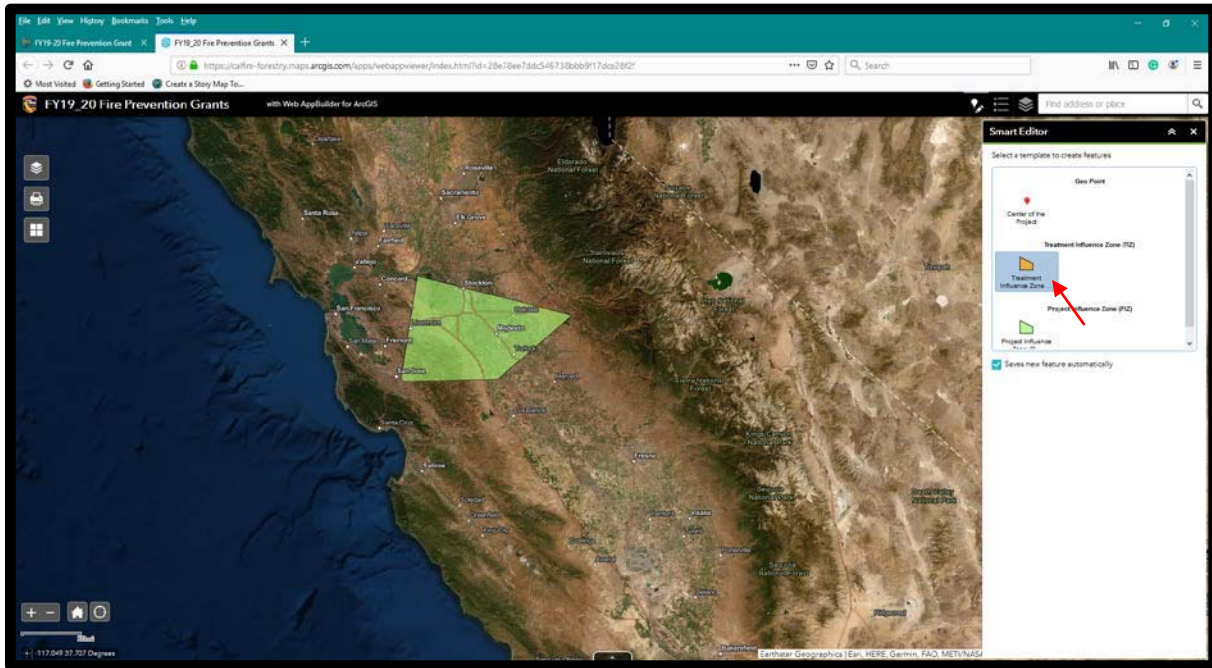
- “Double click” to finish the polygon in the projected area.
  - Enter the **required** field shown below- Grant Tracking number (19-FP-XXX-1234). Please use the format as shown as an example. Incorrect grant tracking is not acceptable.



- Click out the box after adding the Grant tracking number
- Click “Save”

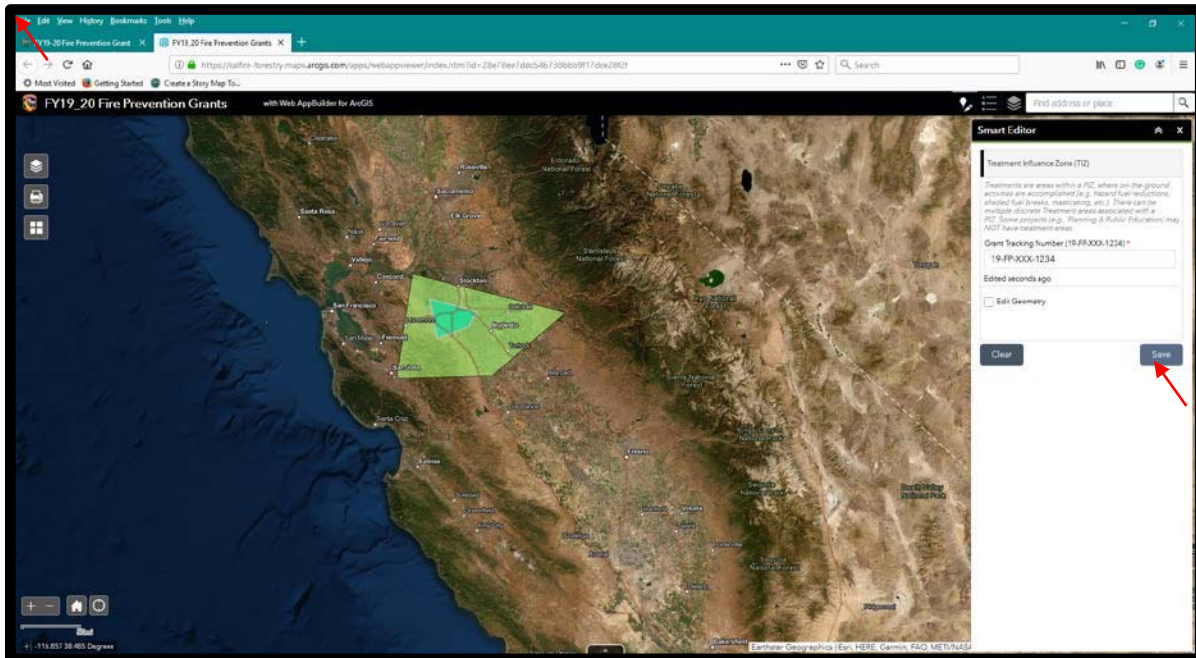
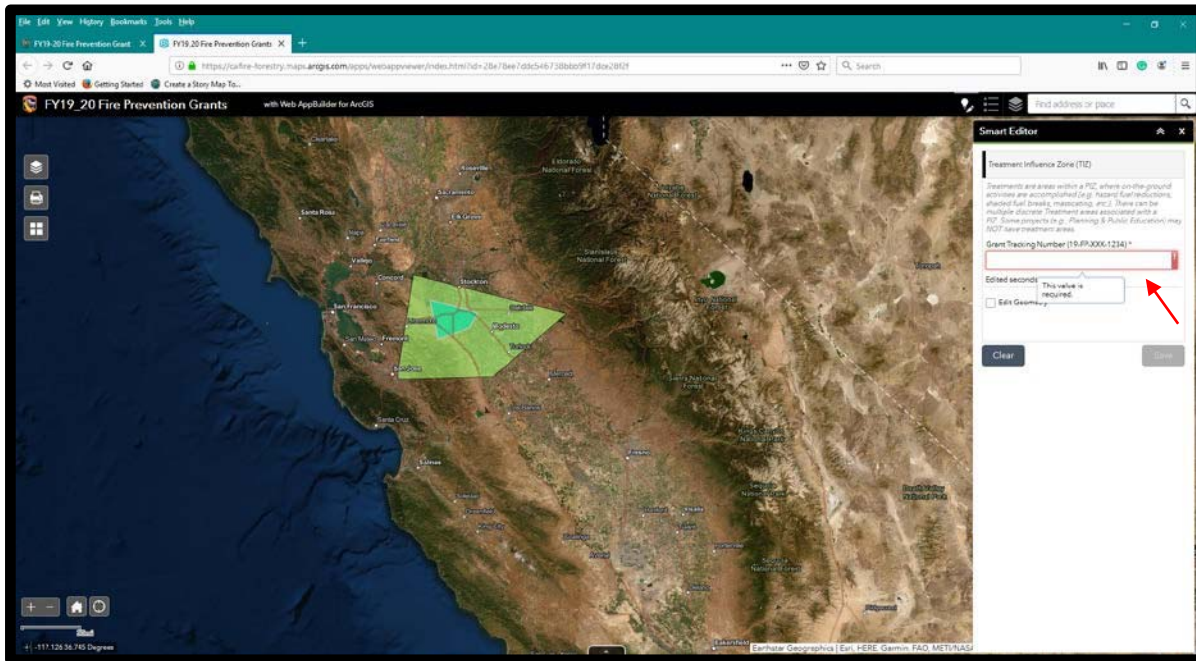


- Select the PIZ (Yellow) polygon to create a treatment boundary.

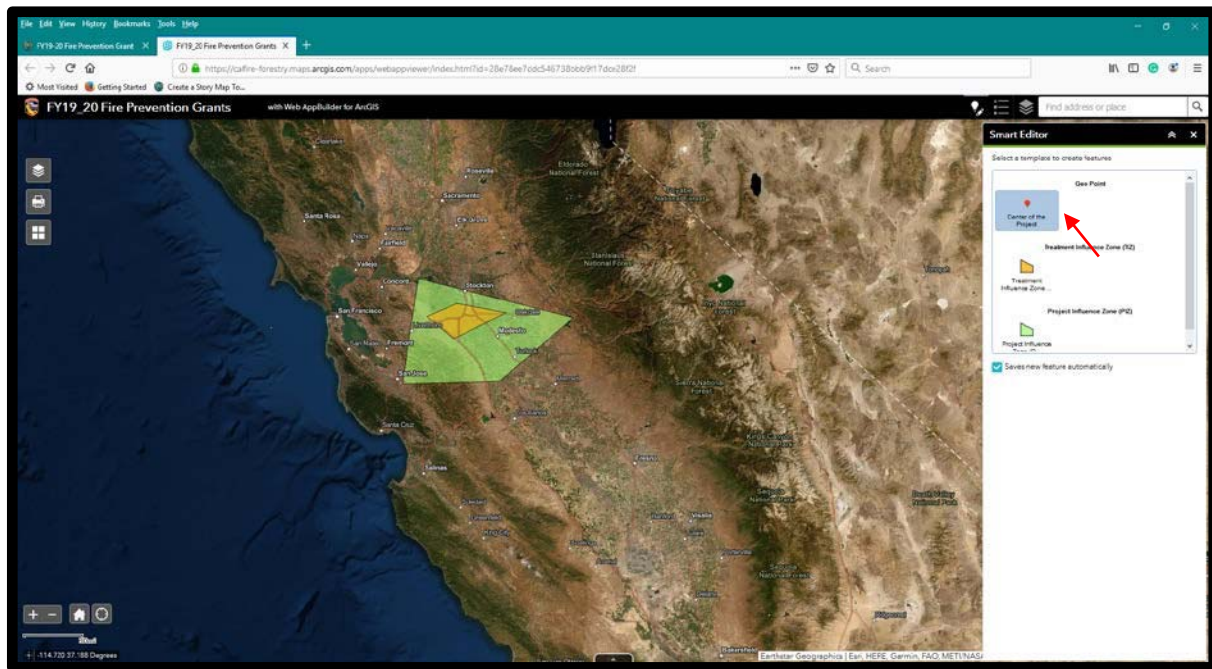


- “Double click” to finish the polygon in the projected area.
  - Enter the **required** field shown below- Grant Tracking number (19-FP-XXX-1234). Please use the format as shown as an example. Incorrect grant tracking is not acceptable.
  - Click out the box after adding the Grant tracking number
  - Click “Save”





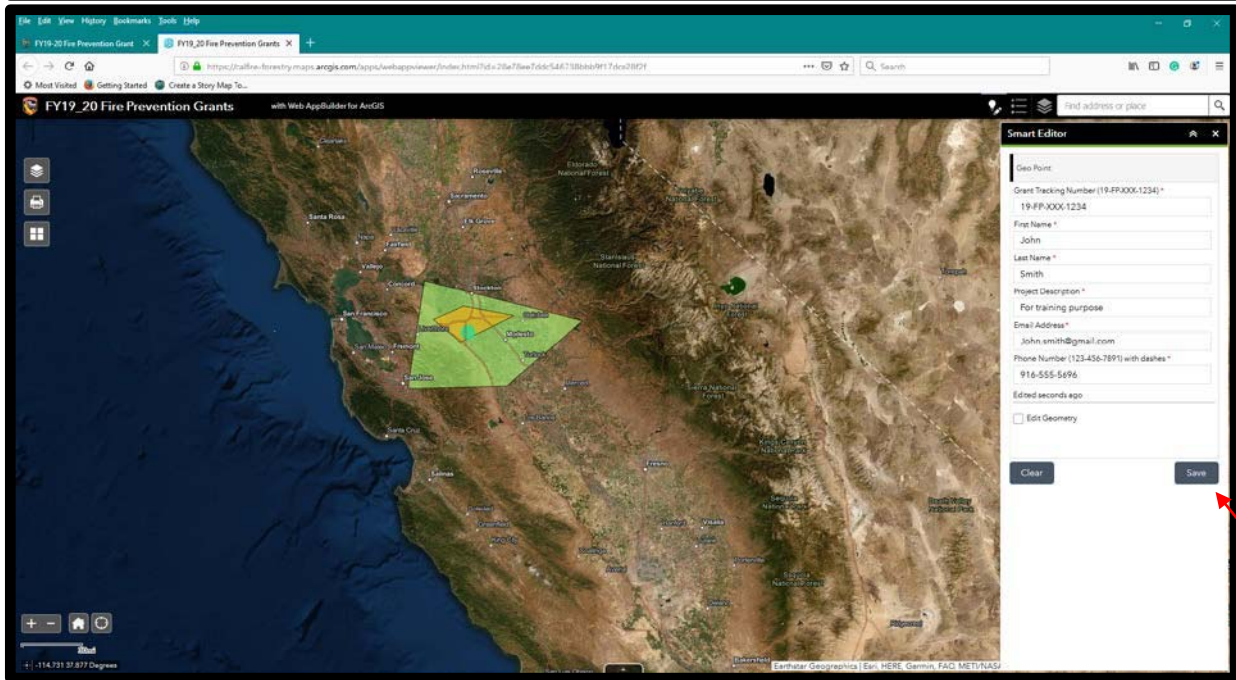
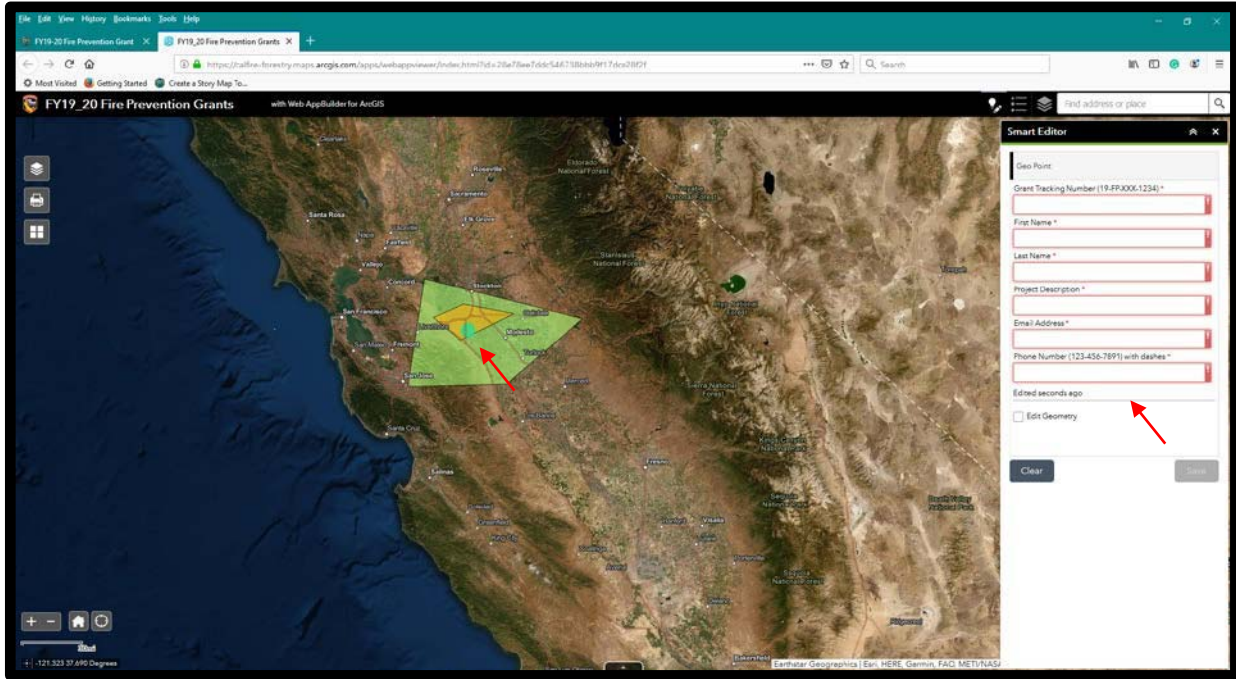
- Select the Geo Point to create “Center of the project”



- “Click” to create a center of the project in the projected area.
  - Enter the **required** fields shown below-
    - Grant Tracking number (19-FP-XXX-1234). Please use the format as shown as an example. Incorrect grant tracking is not acceptable.
    - First Name
    - Last Name
    - Project Description
    - Email address (Please check for spelling errors)
    - Phone Number (916-222-2454). Please use the format as shown in the example.
  - Click out the box



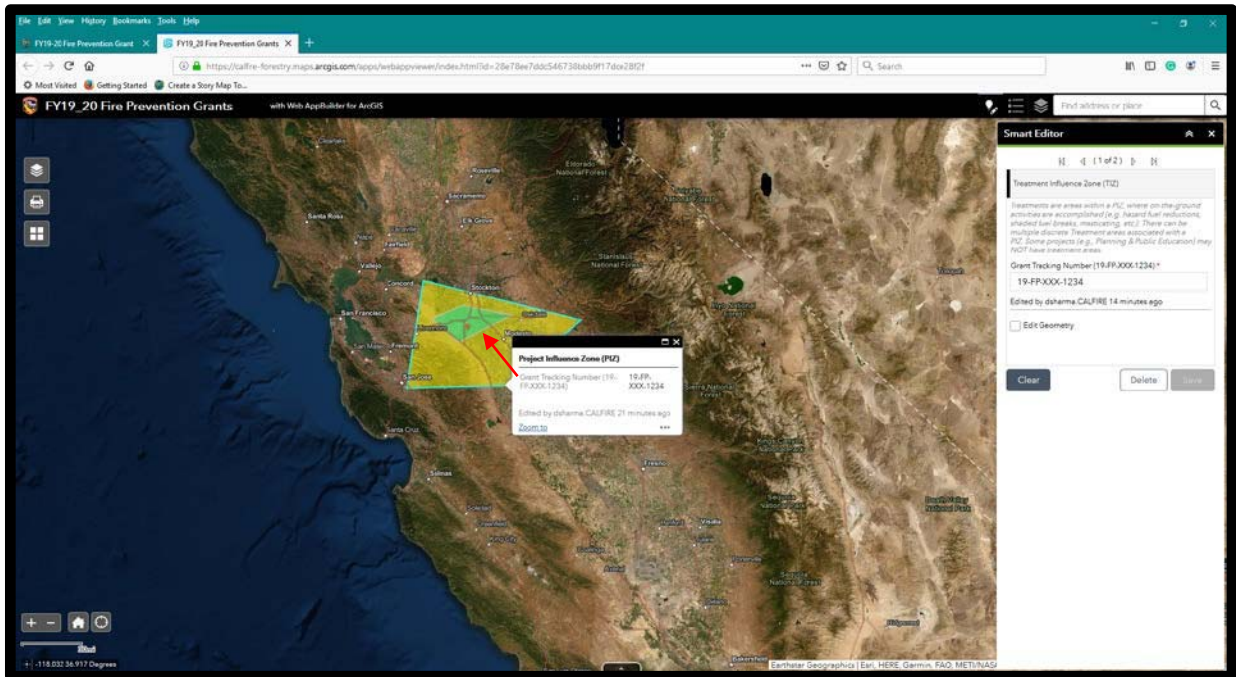
- Click “Save”



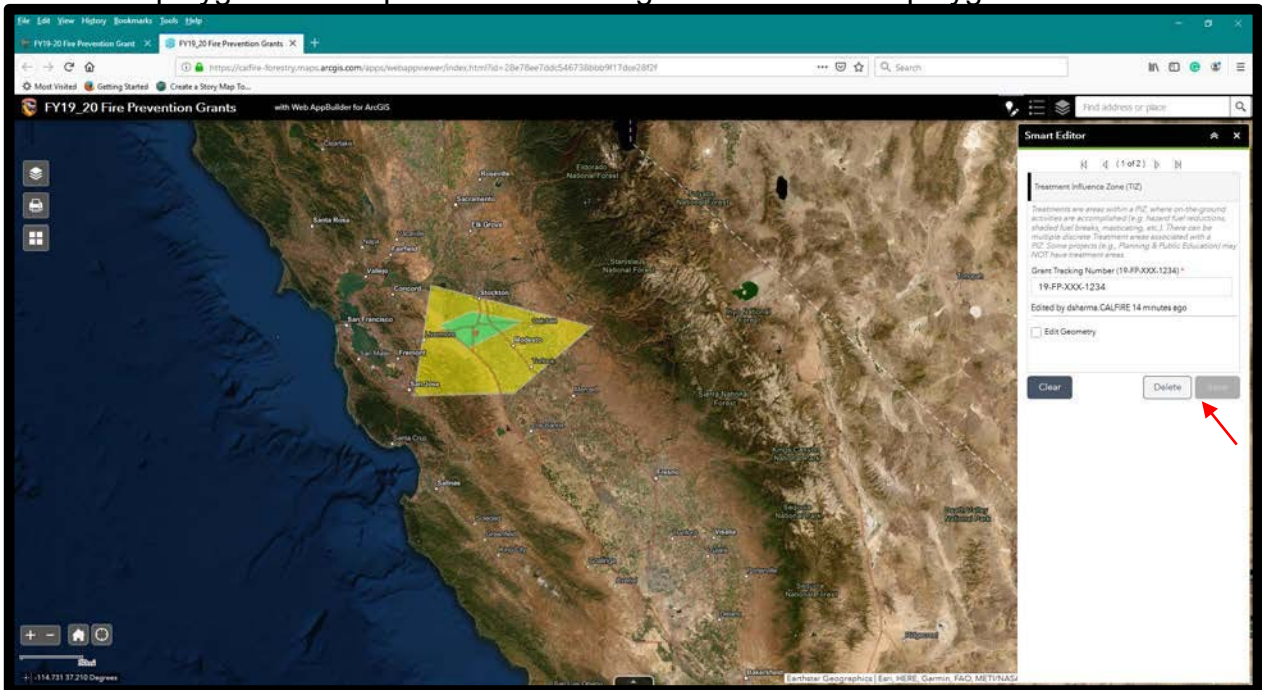
## How to Delete/Edit the Polygon or Geo point

- Select the polygon or Geo point created using the border of the polygon as shown below.

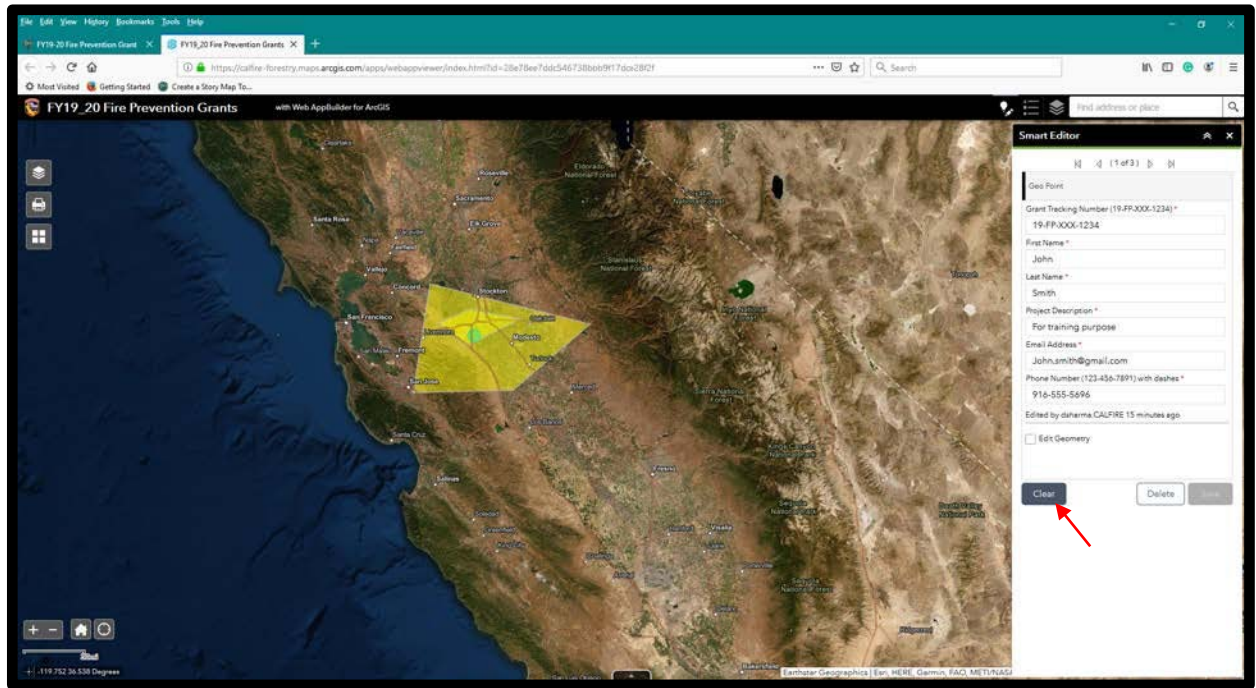




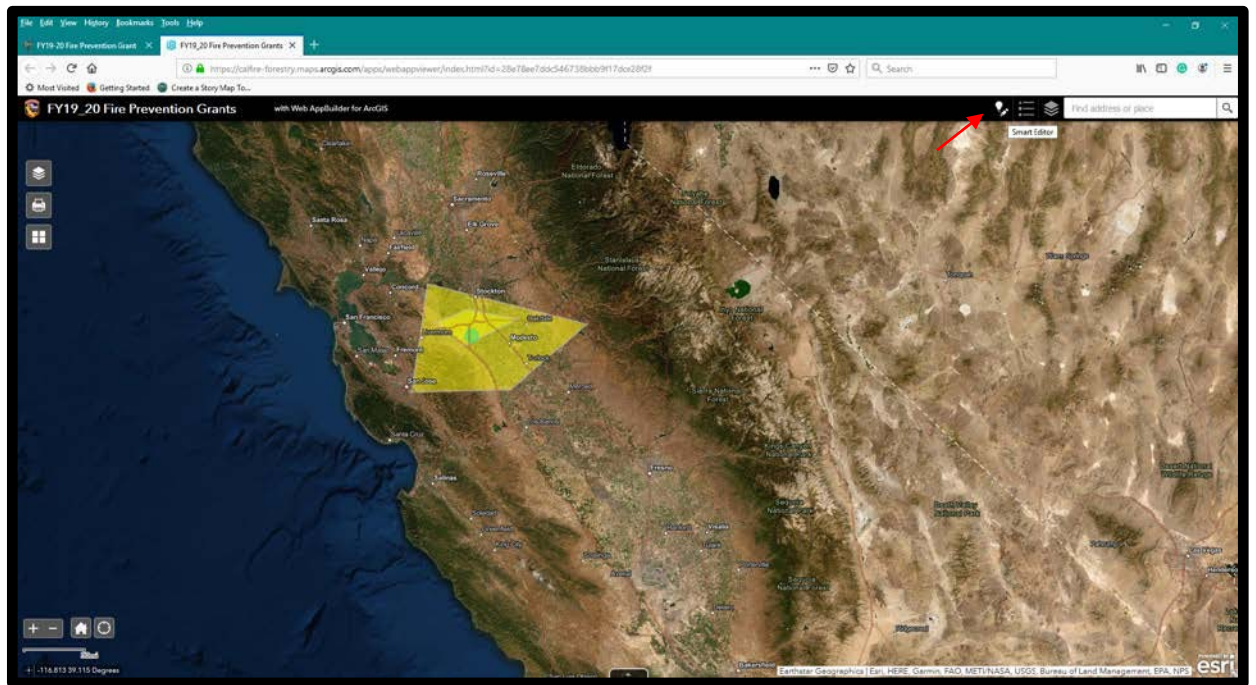
- Select the polygon or Geo point created using the border of the polygon as shown below.



- Click on "Clear" to go back to the Home window to re-create the Geo Point or polygon.



- In case the right side smart editor window is closed
  - Click on “Smart Editor” Icon on right-hand side corner shown below



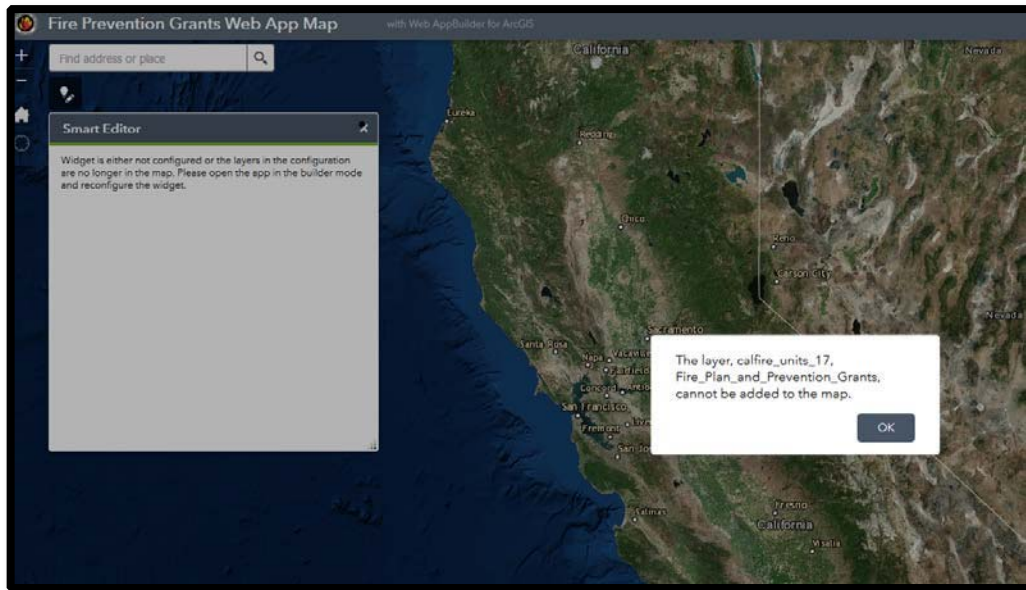
- To make edits to the existing polygon or Geo Point select the polygon and make sure smart editor window is open.

For any further questions contact [FPGrants@fire.ca.gov](mailto:FPGrants@fire.ca.gov)



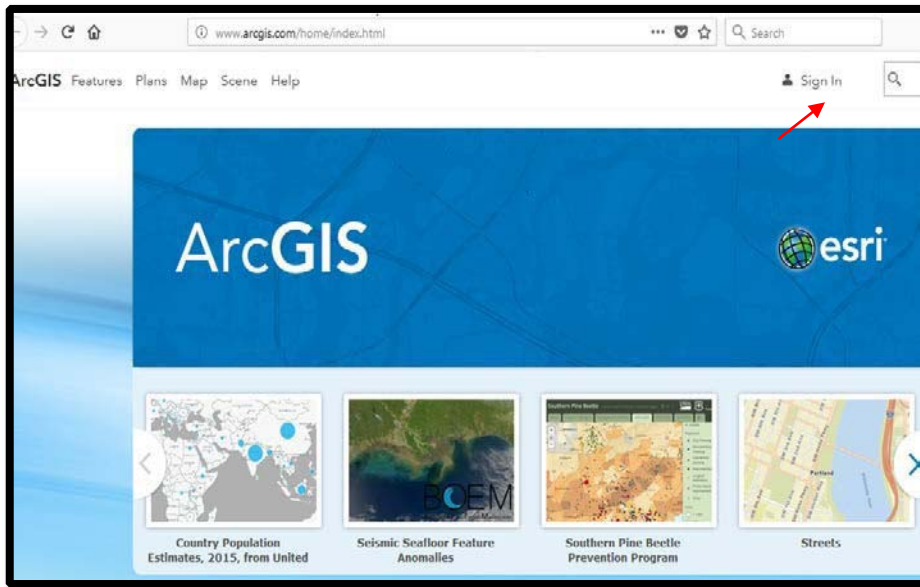
## Please Note

If you get below screen with instructions/error, please **check** if you have sent an email with your NIFC/Organizational account **username** to [FPGGrants@fire.ca.gov](mailto:FPGGrants@fire.ca.gov) to be added in the Fire Prevention Grant group **AND** make sure to complete the process to accept the invitation shown below on page 10.

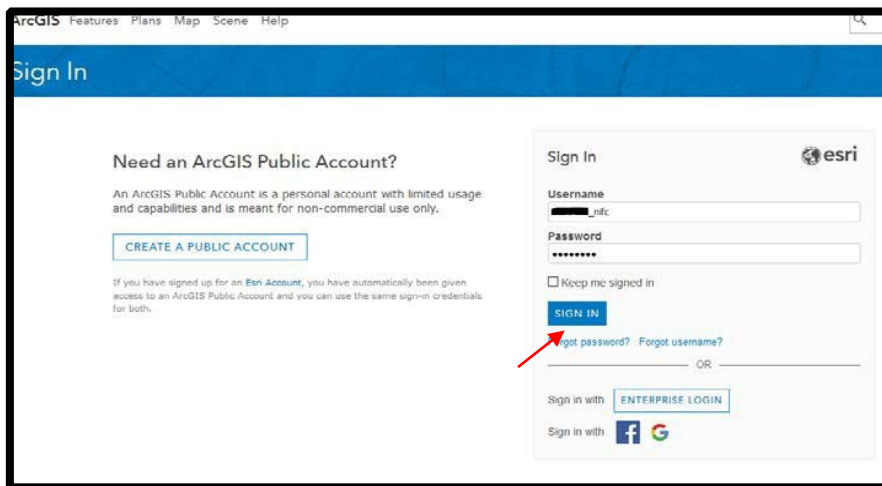


### Instructions to accept the invitation

- Sign in to your NIFC account using the below link.
  - <http://www.arcgis.com/home/index.html>



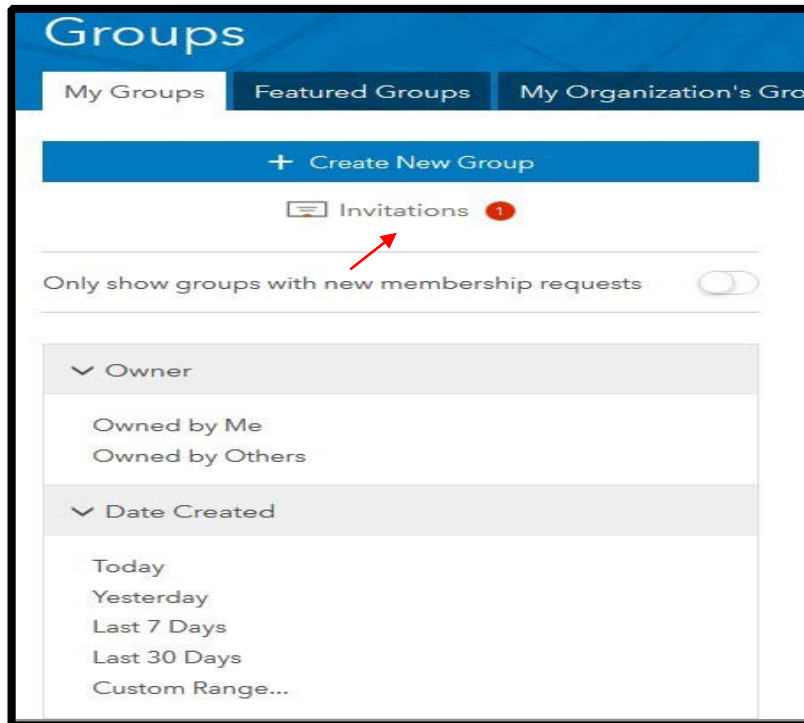
- Enter your NIFC account using your username and password



- Click "Groups" as shown below

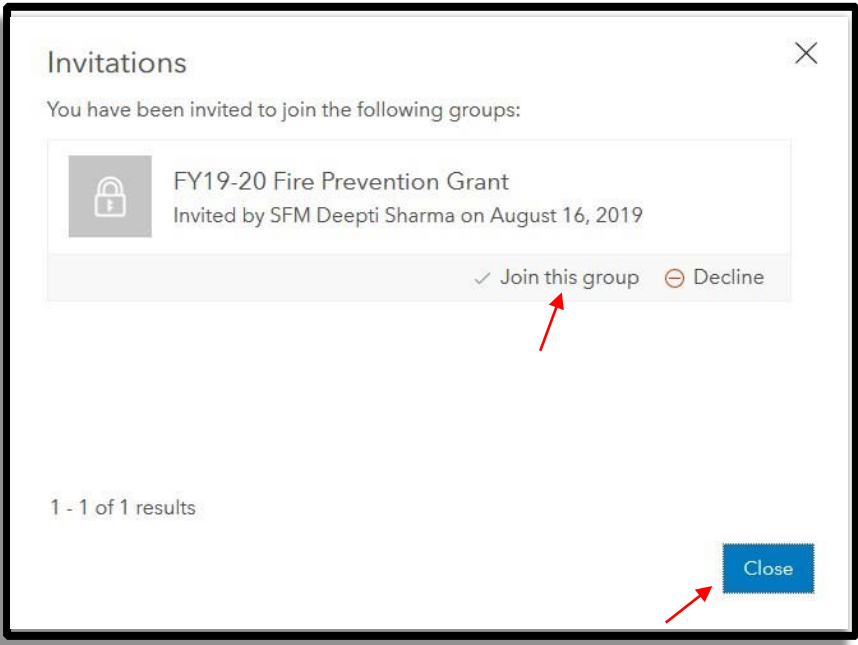


- Click “Invitations”



- Click on “Join the group” called “*FY19 20 Fire Prevention Grant*” and then “*Close*”. After been added to the group please refer to the “Instructions to draw a polygon shape” on <https://www.fire.ca.gov/grants/fire-prevention-grants>





For any further questions contact [FPGrants@fire.ca.gov](mailto:FPGrants@fire.ca.gov)

**ATTACHMENT 9b**



**ATTACHMENT 10a**



## VENTURA LOCAL AGENCY FORMATION COMMISSION

801 S. VICTORIA AVENUE, SUITE 301 • VENTURA, CA 93003

TEL (805) 654-2576 • FAX (805) 477-7101

WWW.VENTURA.LAFCO.CA.GOV

September 29, 2021

Dennis Zine  
General Manager  
Bell Canyon Community Services District  
30 Hackamore Lane, Suite 2B  
Bell Canyon, CA 91307

SENT VIA EMAIL

Re: LAFCo 20-09S - Sphere of Influence Review and/or Update for the Bell Canyon Community Services District (BCCSD)

Dear Dennis:

At its September 15, 2021 meeting the Commission considered the above-referenced project, including the acceptance of a draft municipal service review (MSR) prepared for the BCCSD. The Commission continued the matter for six months and directed staff to work with the BCCSD to address and resolve possible deficiencies in the draft MSR, as alleged by the BCCSD. In a letter to the Commission dated September 14, 2021, BCCSD legal counsel Pam Lee asserts that the draft MSR contains “significant factual inaccuracies”, stating, in summary:

1. The adoption of a provisional sphere of influence by LAFCo is a project under the California Environmental Quality Act.
2. The BCCSD possesses the power to provide traffic patrol/enforcement services outside of a contract with the California Highway Patrol.
3. The BCCSD possesses the power to provide emergency medical services outside of a contract with the City of Los Angeles Fire Department.
4. The BCCSD plans, organizes, or participates in the planning of recreation events and that it possesses the power to acquire property for a park.
5. The BCCSD provides security services and graffiti abatement services.
6. The BCCSD possesses the power to own a bus stop.
7. Specified sections of the 2005 MSR should remain applicable to the current draft MSR.
8. Issues regarding the BCCSD’s use of funds, conduct of public meetings, access to public records, and alleged conflict of interests can be addressed.
9. LAFCo staff did not follow state law in its distribution of the draft MSR.

Similar assertions were made by Ms. Lee and three BCCSD Board members during the September 15 LAFCo meeting. LAFCo staff and legal counsel have reviewed Ms. Lee’s letter, including attachments, and listened to the testimony given at the public hearing. Based on the available information, we have determined that the draft MSR does not appear to contain significant factual inaccuracies, and substantive revisions to the draft MSR are not warranted at



Dennis Zine  
September 29, 2021  
Page 2 of 2

this time. Should the BCCSD provide us with additional information and/or documentation that demonstrates inaccuracies in the draft MSR, we would be happy to consider it and revise the draft MSR as necessary.

Please feel free to contact me should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kai Luoma', written in a cursive style.

Kai Luoma  
Executive Officer  
Ventura LAFCo

C: LAFCo Commissioners  
Pam Lee, Aleshire & Wynder, LLP  
Dennis Roy, BCCSD  
Michael Glassman, BCCSD  
Judith Lantz, BCCSD  
Richard Levy, BCCSD  
Eric Wolf, BCCSD

**ATTACHMENT 10b**

---

**From:** Luoma, Kai <Kai.Luoma@ventura.org>  
**Sent:** Friday, October 1, 2021 08:19  
**To:** Michael Glassman  
**Cc:** Dennis Roy; Pam K. Lee  
**Subject:** RE: Exit Letter from Michael Glassman to Kai Luoma re MSR

\*\*\* EXTERNAL SENDER \*\*\*

Mr. Glassman,

The number of mischaracterizations in your email are so numerous that I do not have the time, nor inclination, to correct them. However, I would like to clarify one point about which you and perhaps others from the BCCSD appear to be confused. The Commission directed staff to work with the BCCSD to address and resolve the purported inaccuracies in the draft MSR, as asserted by the BCCSD. To this end, LAFCo staff and legal counsel reviewed all the materials submitted by the BCCSD regarding these purported inaccuracies and found them unconvincing. As I stated in my letter of September 29, if the BCCSD has any additional information demonstrating inaccuracies in the MSR, please submit it to us for review and we will revise the MSR if necessary. **LAFCo staff will not be working with the BCCSD to resolve any of the issues raised in the MSR.** As I have informed you on multiple occasions, it is the BCCSD's responsibility to ensure it is operating in compliance with applicable laws, not LAFCo's.

I wish you well on your move to the east coast.

Kai Luoma  
Executive Officer  
(805) 654-2575



## VENTURA LOCAL AGENCY FORMATION COMMISSION

801 S. VICTORIA AVENUE, SUITE 301 • VENTURA, CA 93003

TEL (805) 654-2576 • FAX (805) 477-7101

WWW.VENTURA.LAFCO.CA.GOV

---

**From:** Michael Glassman <michaelglassman1948@gmail.com>  
**Sent:** Thursday, September 30, 2021 4:39 PM  
**To:** Luoma, Kai <Kai.Luoma@ventura.org>  
**Cc:** Dennis Roy <droy@abramroylaw.com>; 'Pam K. Lee' <plee@awattorneys.com>  
**Subject:** Exit Letter from Michael Glassman to Kai Luoma re MSR

"Good morning Kai:

As you know, I will be moving out of state on October 7<sup>th</sup> and thus my eligibility to remain on the BCCSD Board will come to an end. I am writing at this time to:

1. Advise you of the initial steps being taken by BCCSD in response to certain issues raised in the draft 2020 MSR you submitted to the Commission;

2. Reiterate the BCCSD's desire to work through the MSR matters with you in a cooperative matter in an effort to respect the Commission's instructions that BCCSD and LAFCo staff take the next six months to work together to narrow and eliminate issues where able and to frame any unresolved matters in the context of agreed facts;
3. Formally introduce you to the Pam Lee, legal counsel to BCCSD, and Dennis Roy, BCCSD President, who will assume my prior roll in our discussions and to inform you of the BCCSD's desire and to join in and underscore Dennis Roy's request that you direct all oral and written communications related to the 2020 MSR to Ms. Lee and him and that you refrain from communicating with BCCSD staff during the MSR review period; and,
4. Express my disappointment with the past history of the 2020 MSR process and my hope that it can rise to a higher and more productive level going forward, which is clearly what the Commissioners expressed to be their desire and what I and BCCSD have always sought to achieve in our past communications.

**Regarding point 1:**

As pertains to the Brown Act, please refer to the email exchange between Lisa Riccomini, co-president of the HOA, and me. To recap, any person who wants to attend a BCCSD board meeting will be able to do so by announcing at the front gate that they are there to attend the meeting. The HOA's employees have been informed to allow people to enter without having to preregister beforehand. The BCCSD will also be posting board meeting agendas and notices on a weatherproof bulletin board in a publicly accessible location outside the gate. Also, while awaiting the purchase or construction of the bulletin board to be installed outside the gates of the HOA, the BCCSD will post notices on the roadside of Bell Canyon Boulevard on "Ventura County Line—Bell Canyon Community Services District" sign which is outside of the gate and just inside where Ventura County borders Los Angeles County. I personally posted that notice for the meeting held on September 20<sup>th</sup>. The plan is that meetings going forward will be both in-person and with a Zoom link, which has been the case for the past several meetings.

As pertains to the so-called Decoy Vehicle, a few days after the hearing before LAFCo, I had informed Ms. Riccomini that the vehicle should no longer be operated by HOA personnel. She facilitated the return of the vehicle to BCCSD and it is currently taken out of service, parked outside of the BCCSD offices, the keys returned to BCCSD, and no longer driven by the HOA. Further details for the use of the vehicle by BCCSD personnel and changes to its exterior décor will be discussed with you by Ms. Lee and/or Mr. Roy. The intent is to remove misleading decals or information.

**Regarding point 2:**

From the onset of our communications, I have emphasized the desire and goal of BCCSD to work cooperatively with LAFCo staff to bridge and resolve differences and where not able to do so, to put any differences in the framework of agreed facts and law. I repeatedly offered to make BCCSD auditors and accountants available to meet with you to discuss your concerns regarding financial matters, practices and reporting. I also asked you to agree to a direct dialogue between legal counsel for BCCSD and LAFCo to allow them to discuss and exchange their views on the laws as they impact the host of issues raised by you, to include, for example, the general powers and inherent authority of the BCCSD, its latent powers, Brown Act issues, dual directorships, and your interpretation of the opinion letter of the Ventura County DA. Unfortunately, you declined this offer to exchange information, perspective, and analysis and thereby isolated yourself and the draft MSR from achieving a broader, balanced perspective. I hope, consistent with the views expressed by the Commissioners, that LAFCo staff will engage in a meaningful and forthright exchange of ideas with BCCSD to include direct exchanges between BCCSD's and LAFCo's counsel.

**Regarding point 3:**

Ms. Lee and her firm have considerable expertise in public law and represent a wide range of clients in the public sector, including special districts and cities in Ventura County. She brings both legal knowledge and a balanced view of the law to the table and is able to analyze and appreciate both sides of an issue while, at the same time, representing the client's interests. In the present context, I hope you appreciate that both BCCSD and LAFCo have the same constituency and that providing residents of Bell Canyon with a broad range of services is a benefit, not a problem. I hope you allow direct and

forthright communications between her and LAFCo counsel in an effort for them to explore pertinent issues of applicable law in an effort find common legal ground for BCCSD and LAFCo moving forward.

Mr. Roy is a highly regarded and respective transactional real estate attorney. His clients span both the private and public sector. As the BCCSD President, his goals are to provide benefit to the public served by the District and to move the District forward on a path to preserve and protect its ability to do so. Mr. Roy understands all entities are capable of improvement and will work cooperatively with LAFCo if allowed to do so and with bilateral appreciation for a goal of finding a mutually agreeable, reasonable path forward for BCCSD to provide a full range of services to its district.

**Regarding point 4:**

I tried throughout our communications to take the high ground and not seek to find hidden agendas. I must say, however, that looking back on the history, I am troubled and disappointed. It starts with your February 9, 2021 letter to the BCCSD general manager, which specifically requests he not involve the BCCSD board in providing information for the 2020 MSR. Next, as described above, you declined my many offers to involve the BCCSD's auditors/accountants in a direct dialogue with you/LAFCo staff and also refused to permit direct conversations between BCCSD and LAFCo counsel to sort through the myriad of legal issues.

Moving forward, you refused to provide me with a copy of the draft 2020 MSR in advance of our August 13, 2021 meeting, even though you initially stated your failure to do so was outside of and contrary to the typical process. This substantially hindered the ability of BCCSD to have meaningful input into the process—how you could have expected me to digest a thirty plus page MSR and, at the same time, make meaningful comments in real time, all during a meeting with you is something that I cannot comprehend.

Further, and on a personal level, I was disappointed that you chose to have direct communications with Triunfo in an effort to sabotage BCCSD's preliminary discussions to acquire title to a parcel of land that BCCSD was already leasing from Triunfo, which interference on your part was undertaken without the courtesy of advising me of your intentions. Your actions had the potential effect of undermining my credibility and legitimacy with my counterpart at Triunfo. This was done even after I directly informed you that the BCCSD board was going to place such discussions on hold pending the outcome of the 2020 MSR, and that I would so advise Triunfo following the BCCSD's next board meeting.

Finally, your decision to include in the September 15, 2021 BCCSD Sphere of Influence staff report the Ziman letter was disrespectful to the process and, in my view, contrary to the approach to be taken in conducting an MSR as outlined in LAFCo's own guidelines. The letter had no probative value, especially since it was sent directly to Ms. Parks in her elected capacity as a Supervisor, not as a member of the Commission. The letter was a personal attack on an individual, solely in his capacity as a member of the HOA board, and by its language and tone, was based upon wild speculation and accusations unsupported by facts and, to the contrary, contained salacious misinformation, clearly rendering it as a "hit piece". The fact that the letter expressly stated that it was a "confidential letter", contained no relevant information on the 2020 MSR, and was delivered on August 15, 2021, well before the September 15, 2021 agenda was published, can only lead one to conclude that its last minute inclusion in the staff report was to skew the Commission and prejudice the BCCSD or harm one of its board members.

I hope that your actions going forward will be more balanced and transparent and reflect the dignity of your role and obligations as Executive Officer of LAFCo and that you use greater discretion and fairness in the performance of your office. Despite my qualms and concerns, I believe you can and hope that you will consider the best interests of the residents and public served by both BCCSD and LAFCo and that you will work cooperatively with the BCCSD in resolving issues presented by the MSR. Such approach will benefit the public to be served and as is clearly the desire of the Commissioners based upon their several remarks during the hearing,



BCCSD desires to put the past history of this MSR in the rearview mirror and to move forward in an open, harmonious, and mutually respectful and beneficial way. I believe, now that the Commission has provided guidance, that this can be accomplished and anticipate you feel the same.

Respectfully submitted,

Michael Glassman”