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Board of Directors

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March 28, 2022

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

TRANSITION UPDATE: OFFICE SPACE AND OPERATIONS & MAINTENANCE

Summary

At the August 17, 2020, Triunfo Water & Sanitation District (District) Special Board Meeting, the Board was provided a revised transition business plan, which included an implementation schedule and comparative cost analysis. The following provides an update on staff's current efforts:

- 1) License Agreement extension with Omninet for the current offices at 1001 Partridge, Suite #100 has been executed with a month-to-month provision for 6 months ending December 31, 2022
- 2) Lease Agreement negotiations with 370 N. Westlake Blvd and 2801 Townsgate Road continue. Staff met with architects for 370 N. Westlake to draft a preliminary layout of offices and the Board Room. On March 21, 2022, staff approved the final floor plan
- 3) Staff met with one furniture provider and was informed that the lead time for office facilities is approximately 3-4 months following design
- 4) Dais design will require further Board direction
- 5) TWSD-VRSD Contract negotiations for Operations support has continued and a scope of work is being drafted for consideration
- 6) Staff is reviewing a list of surplus VRSD vehicles and equipment for possible purchase by the District

Staff recommends the Board review this updated information and provide direction to staff regarding discussions and negotiations.

REVIEWED AND APPROVED _____


Mark Norris - General Manager

Attachment: TWSD - Omninet - License Agreement (fully executed) 3-10-22

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LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") is entered into effective as of this 10th day of March, 2022 by and between OMNINET VENTURA, LLC, a Delaware limited liability company, and OMNINET VENTURA SL, LLC, a Delaware limited liability company, as tenants in common (collectively, "Licensor") and TRIUNFO WATER & SANITATION DISTRICT ("Licensee").

License. Licensor hereby grants to Licensee a license to use that certain space consisting of approximately 3,599 rentable square feet, in the aggregate, comprised of Suite 100 consisting of 3,449 rentable square feet and Suite 150A consisting of 150 rentable square feet (collectively, the "Licensed Space"), as generally depicted on Exhibit "A" attached hereto and located at 1001 Partridge Drive, Ventura, California 93003 (the "Building"), which Building is in the multi-building office project commonly known as Center Promenade ("Project"). The term of this Agreement (the "License Term") shall commence as of July 1, 2022 (the "Licensed Space Commencement Date") and shall continue until December 31, 2022 (the "Expiration Date"); provided, however, Licensee and Licensor shall each have the right to terminate this Agreement upon at least thirty (30) days' prior written notice to the other party. Upon the early termination of this Agreement, Licensee shall pay all amounts payable pursuant to this Agreement through the termination effective date and from and after the termination effective date, neither Licensor nor Licensee shall have any further rights or obligations under this Agreement, with the exception of such rights and obligations which survive the expiration or earlier termination of this Agreement. Nothing contained herein shall permit Licensee to license the Licensed Space on a month to month basis following the Expiration Date.

License Fee. In addition to the expenses set forth in the following section entitled "Other Expenses", on the first (1st) day of each month during the License Term, Licensee shall be required to pay Licensor a monthly license fee (the "License Fee") in the amount of \$8,097.75, per month. The initial monthly License Fee for the first full month of the Term shall be paid by Licensee to Licensor upon Licensee's execution of this Agreement.

If any License Fee or any other sum due from Licensee shall not be received by Licensor (or Licensor's designee, if Licensor so elects in writing) within five (5) days after such amount shall be due, Licensee shall pay to Licensor a late charge equal to ten percent (10%) of such overdue amount. Acceptance of such late charge by Licensor shall in no event constitute a waiver of Licensee's default with respect to such overdue amount, nor prevent Licensor from exercising any of the other rights and remedies granted hereunder.

Other Expenses. Except as set forth in this paragraph, no utilities, operating expenses or real property taxes shall be payable by Licensee on account of the Licensed Space; provided, however, if any expenses are directly incurred by Licensee for the Licensed Space for extraordinary services ordered by Licensee, or if any real estate or any other taxes or assessments are imposed with respect to the Licensed Space (collectively, "Special Costs"), Licensee shall pay to Licensor, within ten (10) days after being billed therefor, the amount of any such Special Costs.

Security Deposit. Upon Licensee's execution of this Agreement, Licensee shall also pay to Licensor a security deposit in the amount of Ten Thousand 00/100 Dollars (\$10,000.00) to protect Licensor against any damage, costs, claims or unpaid License Fees associated with Licensee's use of the License Space. Provided that (i) Licensee has not been in default under this License and has timely and faithfully performed

all of its other obligations under this License, and (ii) that Licensee has not been delinquent in the payment of any amount due under the Agreement for more than three (3) days, and (iii) returns possession of the License Area in accordance with the Condition of Licensed Space article below, then the Security Deposit shall be refunded to Licensee. Licensee hereby waives the provisions of Section 1950.7 of the CCC, and all other provisions of law, now or hereafter in force, which provide that Licensor may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Licensee or to clean the Licensed Space, it being agreed that Licensor may, in addition, claim those sums reasonably necessary to compensate Licensor for any other loss or damage, foreseeable or unforeseeable, caused by the act or omission of Licensee or any officer, employee or agent of Licensee, arising from an event of default or breach in the performance of this Agreement.

Use. Licensee shall use the Licensed Space solely for general office use and for no other purpose. Licensee shall not store anything or permit any activities to occur in the Licensed Space which are unsafe or which otherwise may create a hazardous condition, or which may increase Licensor's insurance rates or cause a cancellation or modification of Licensor's insurance coverage. Licensee shall not store, or use in, or move to or from the Licensed Space, any flammable, combustible or explosive fluid, chemical or substance, or any perishable food or beverage products, or any hazardous materials except with Licensor's prior written approval, which Licensor may withhold in its sole and absolute discretion. Licensee may not place any items outside of the Licensed Space. Licensor reserves the right to adopt and enforce additional reasonable rules and regulations governing the use of the Licensed Space from time to time. Licensee shall at all times comply with all applicable law respecting the use of the Licensed Space. Notwithstanding the foregoing, in the event that any applicable law shall require improvements to the Licensed Space, (i) Licensor shall perform such improvements, and (ii) if such improvements are required because of Licensee's specific particular use of the Licensed Space, Licensee shall reimburse Licensor for Licensor's reasonable costs incurred by Licensor in performing such improvements. No lock or locks other than that provided by Licensor shall be placed on the Licensed Space. All keys relating to the Licensed Space shall be surrendered to Licensor upon the Expiration Date. Licensee shall make no improvements or other alterations to the Licensed Space without the prior written consent of Licensor. Licensee shall permit Licensor and its employees and agents to access the Licensed Space for purposes of performing any repair and maintenance on the Building, showing the Licensed Space to prospective Licensees or lenders, inspecting the Licensed Space or any other reasonable purpose. Furthermore, Licensor may use and occupy the Licensed Space at reasonable times with reasonable notice, in the event of emergency, and/or for any other reasonable purpose. Licensor and Licensee hereby acknowledge that as of the date of this Agreement the Licensed Space and the Building have not undergone an inspection by a certified access specialist with regard to the Americans with Disabilities Act. A certified access specialist ("**CASp**") can inspect the Licensed Space and determine whether the Licensed Space comply with all of the applicable construction-related accessibility standards under applicable California law. Although applicable California law does not require a CASp inspection of the Licensed Space, Licensor may not prohibit Licensee from obtaining a CASp inspection of the Licensed Space for the occupancy or potential occupancy of Licensee, if requested by Licensee. If Licensee elects to obtain a CASp inspection of the Licensed Space, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Licensed Space [Cal. Civ. Code Section 1938(e)]. Having read and understood the foregoing, Licensor and Licensee mutually agree that if Licensee elects to obtain a CASp

inspection, (i) the cost of such inspection shall be solely Licensee's responsibility, and (ii) except to the extent expressly set forth in this Agreement, Licensor shall have no liability or responsibility to make any repairs or modifications to the Licensed Space or the Building in order to comply with accessibility standards.

Services. Licensor shall furnish its standard Licensed Space lighting and electricity in the Licensed Space during Business Hours Monday through Friday, from 8:00 am to 6:00 pm, In no event shall Licensor have any liability for any failure to furnish, or any interruption in furnishing, such lighting or any utility service for any reason whatsoever, and Licensee shall not be entitled to any damages nor shall any such failure or interruption abate or suspend Licensee's obligation to pay the License Fee required hereunder.

Subleasing and Assignment. Licensee shall not, without the prior written consent of Licensor (which consent maybe withheld, in Licensor's sole discretion), (i) assign, mortgage, pledge, hypothecate, encumber or permit any lien to attach to, or otherwise transfer, this Agreement or any interest hereunder, by operation of law or otherwise, (ii) sublet the Licensed Space, or (iii) permit the use thereof by any parties other than Licensee and its employees and invitees. Any such transfer or attempted transfer without Licensor's prior written consent shall, at Licensor's option, be null, void and of no effect. If Licensor withholds or conditions its consent and Licensee believes that Licensor did so contrary to the terms of this Agreement, Licensee may, as its sole remedy, prosecute an action for declaratory relief to determine if Licensor properly withheld or conditioned its consent, and Licensee hereby waives all other remedies, including, without limitation, those set forth in California Civil Code Section 1995.310.

Condition of Licensed Space. Licensee agrees to accept the Licensed Space in its existing "as is" condition, with all faults, and Licensor shall have no obligation to maintain or repair (or perform any work with respect to) the Licensed Space. Licensee shall not mark, drive nails or screws, or drill into the partitions, woodwork or drywall or in any way deface the Licensed Space or any part thereof without Licensor's prior written consent and shall maintain the Licensed Space in a good and clean condition during the Term of this Agreement.. Upon the expiration or earlier termination of the License Term, Licensee shall remove all personal property, fixtures and equipment from the Licensed Space and shall restore the Licensed Space, at Licensee's sole cost and expense, to the condition it was in on the day of delivery of the Licensed Space to Licensee, ordinary wear and tear excepted. Licensee agrees that Licensor makes no representation or warranty with respect to the mechanical, electrical, plumbing, life-safety, heating, ventilation or air conditioning systems or any other building systems and Licensee shall be solely responsible for the cost to maintain and repair any such system during the License Term. Licensee hereby agrees and warrants that it has investigated and inspected the condition of the Licensed Space and the suitability of same for Licensee's purposes, and Licensee does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Licensed Space or the suitability of same for Licensee's purposes. Licensee acknowledges that neither Licensor nor any agent or any employee of Licensor has made any representations or warranty with respect to Licensed Space or with respect to its suitability for the conduct of Licensee's business and Licensee expressly warrants and represents that Licensee has relied solely on its own investigation and inspection of the Licensed Space in its decision to enter into this Agreement. Licensee shall keep Licensed Space in good condition and repair. All damage or injury to Licensed Space resulting from any acts or omissions of Licensee, its employees, agents or visitors, guests, invitees or licensees shall be promptly repaired by Licensee, at its sole cost and expense, to the satisfaction of Licensor.

Insurance. Licensee shall include the Licensed Space and the property to be located therein under its insurance policies covering all of Licensee's property in the Licensed Space, in an amount equal to their full replacement value. Licensee shall also maintain commercial general liability insurance in an amount equal to \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Licensee's insurance shall name Licensor and any designee of Licensor as an additional insured. Upon request, Licensee shall provide Licensor with certificates or other evidence of such insurance satisfactory to Licensor. Neither Licensor nor any of its agents, partners, advisors, mortgagees or ground lessors, nor any of their respective officers, managers, directors, employees, contractors, agents, successors and assigns (each, a "Licensor Party"; collectively, "Licensor Parties") shall have any liability whatsoever for any damage to property or any other items located in the Licensed Space, or for any personal injuries or death arising out of any matter relating to the Licensed Space; and in all events, Licensee agrees to look to its insurance carrier for payment of any losses sustained in connection with Licensee's use of the Licensed Space. Licensee shall indemnify, defend, protect hold harmless Licensor and each of the Licensor Parties (except to the extent of the losses described below are solely caused by the gross negligence or willful misconduct of Licensor, its agents or employees), from and against any and all claims, losses, damages, obligations, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and legal costs) which arise out of, are occasioned by or are in any way attributable to (i) the use or occupancy of the Licensed Space by Licensee, (ii) or the acts or omissions of Licensee in or about the Licensed Space, or (iii) any default of this Agreement by Licensee (including any use or storage of hazardous materials in or about the Licensed Space). Neither Licensor nor any Licensor Party shall have any liability for loss of or damage to any property by theft, vandalism, fire, explosion, failing plaster, steam, gas, electricity, water, rain, bursting of pipes, seepage, dampness, or any other cause. Licensee hereby waives on behalf of its insurance carriers all rights of subrogation against Licensor and all Licensor Parties. The indemnification obligation set forth herein shall survive the expiration or earlier termination of this Agreement.

Licensee Default. If Licensee shall default under this Agreement, Licensor shall have the right to cancel this Agreement on ten (10) business days' written notice, unless within such ten (10) business day period, Licensee shall cure such default. Such cancellation right shall be cumulative and, in addition to any other rights or remedies available to Licensor at law or equity. Licensee shall have no right to use the Licensed Space after the expiration or earlier termination of the License Term. Should Licensee continue to use the Licensed Space after the expiration or earlier termination of the License Term, such holding over shall not constitute an extension of this Agreement. During such holding over, in addition to any other right or remedy of Licensor, Licensee shall pay in advance, a monthly Licensee Fee in the amount of Sixteen Thousand One Hundred Ninety-Five and 50/100 Dollars (\$16,195.50), in addition to, and not in lieu of, all other payments required to be made by Licensee hereunder including but not limited to any Special Costs. Nothing contained herein shall be construed as consent by Licensor to any holding over of the Licensed Space by Licensee. Further, upon any such holding over in the Licensed Space by Licensee, Licensee shall indemnify, defend and hold Licensor harmless from all costs, loss, expense or liability, including without limitation, claims made by any succeeding licensee or tenant and real estate brokers claims and reasonable attorneys' fees and costs, and (ii) compensate Licensor for all costs, losses, expenses and/or liabilities incurred by Licensor as a result of such holdover, including without limitation, losses due to the loss of a succeeding tenancy or license. The indemnification obligation set forth herein shall survive the expiration or earlier termination of this Agreement.

Subordination. This Agreement shall at all times be subject and subordinate to any existing or future mortgage or deed of trust covering the Licensed Space or the Building.

Indemnity. Licensee shall be responsible for, and shall defend and indemnify and hold Licensor harmless from and against loss, damage, cost, claim, expense or liability arising out of, connected with or attributable to Licensee's (and Licensee's agents, employees, contractors or subcontractors and/or any third persons at any time using or present on the Licensed Space) use or presence at the Licensed Space. For purposes of this indemnity provision "Licensor" shall be deemed and construed to mean and include any and all of Licensor's partners, officers, directors, managers, members, attorneys, agents and employees. Licensee, at its own cost and expense, shall defend all actions, suits or proceedings wherein Licensor or any licensee or Licensee at the Building has been made a party to or is otherwise exposed to potential liability resulting from Licensee's use, occupancy or presence at the Licensed Space. The indemnification obligation set forth herein shall survive the expiration or earlier termination of this Agreement.

Substitute Licensed Space. Licensor shall have the right at any time during the Term hereof, upon giving Licensee not less than sixty (60) days prior notice, to provide and furnish Licensee with space elsewhere in the Building of approximately the same size as the Licensed Space and remove and place Licensee in such space, with Licensor to pay all verified and previously approved costs and expenses incurred as a result of such movement to such new space. If Licensor moves Licensee to such new space, this Agreement and each and all of its terms, covenants and conditions shall remain in full force and effect and shall be deemed applicable to such new space and such new space shall thereafter be deemed to be the "Licensed Space" as though Licensor and Licensee had entered into an express written amendment of this Agreement with respect thereto.

No Bailment. This Agreement shall not be deemed to create a bailment of Licensee's property as that term may be defined by statute or regulation in the State of California.

Brokers. Licensor and Licensee each hereby warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Agreement. Licensor and Licensee shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party in respect of this Agreement.

Notices. Whenever, under this Agreement, provision is made for any demand, notice, or declaration of any kind or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other, it shall be in writing and either served personally or sent by overnight courier or sent by registered mail or certified mail, return receipt requested, with postage prepaid, addressed to Licensee or Licensor, as the case may be, at the address specified below.

To Licensor: OMNINET VENTURA, LLC
9420 Wilshire Boulevard
Suite 400
Beverly Hills, California 90212
Attention: Michael Danielpour

With a copy to:

Omninet Property Management, Inc.
9420 Wilshire Boulevard
Suite 400
Beverly Hills, California 90212
Attention: Commercial Operations

To Licensee: At the Licensed Space

Either party may by like notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed sufficiently served or given for all purposes hereunder, unless otherwise specified in this Agreement, either (a) if personally served, upon such service, (b) if sent by nationally recognized overnight courier, the following business day or (c) if mailed, the date of receipt shown on the return receipt.

Applicable Law; Waivers. The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. Licensee hereby waives all right to make repairs as may be provided in Sections 1941 and 1942 of the California Civil Code. Licensee waives, to the maximum extent of the law, the provisions of California Civil Code Section 1980-1991 and California Civil Code Sections 1993-1993.09 to the extent that the same require Licensee be given further notice of the right to reclaim abandoned property or the obligation to conduct an auction for the disposal of the abandoned property. Licensor shall in no event be liable and Licensee's liability shall not be affected or diminished in any way whatsoever for failure to relet the Licensed Space, or in the event the Licensed Space are relet, for failure to collect any rental under such reletting. Licensee hereby waives the provisions of Sections 1174 and 1179 of the CCP. Licensee waives all rights to make repairs at the expense of Licensor, or to deduct the cost thereof from the rent. Licensee hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure.

Successors. Except as expressly provided herein, the terms and agreements as contained in this License shall apply to, run in favor of and shall be finding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, personal representatives and assigns and successors-in-interest.

Entire Agreement. This Agreement and the exhibit attached hereto and forming a part hereof set forth all the obligations, covenants, promises, agreements, conditions and understandings between Licensor and Licensee concerning the Agreement and the Licensed Space. All prior communications, negotiations, arrangements, representations, agreements and understandings, whether oral or written, between the parties hereto, and their representatives, are merged herein and extinguished. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Licensor or Licensee unless reduced to writing and signed by both parties.

Severability. If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected thereby, and each term of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Attorneys' Fees. In the event that any time following the date hereof, either Licensor or Licensee shall institute any action or proceeding against the other relating to the provisions of this License, or any default hereunder, then and in that event, the party not prevailing in such action or proceeding shall reimburse the prevailing party for all costs and expenses, including attorneys' fees and expenses incurred therein by the prevailing party, including on appeal and in an action to enforce this Agreement.

Force Majeure. This Agreement and the obligations of Licensee hereunder shall not be affected or impaired because Licensor is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of any prevention, delay (including, without limitation, any governmental delay which, in turn, shall include, without limitation, any governmental delay in issuing an applicable building or other type of permit for any improvements or other work to be performed in the Licensed Space or common area of the Building by Licensor) stoppage due to strikes, lockouts, acts of God, acts of terrorism, or any other cause previously, or at such time, beyond the reasonable control or anticipation of Licensor (collectively, a "**Force Majeure**") and Licensor's obligations under this Agreement shall be forgiven and suspended by any such Force Majeure.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original part and all of which together will constitute a single agreement.

Limitation on Liability. Notwithstanding anything in this Agreement to the contrary, any remedy of Licensee for the collection of a judgment (or other judicial process) requiring the payment of money by Licensor in the event of any default by Licensor hereunder or any claim, cause of action or obligation, contractual, statutory or otherwise by Licensee against Licensor or the Licensor Parties concerning, arising out of or relating to any matter relating to this Agreement and all of the covenants and conditions or any obligations, contractual, statutory, or otherwise set forth herein, shall be limited solely and exclusively to an amount which is equal to the lesser of (i) the interest of Licensor in and to the Building, and (ii) the interest Licensor would have in the Building if the Building were encumbered by third party debt in an amount equal to ninety percent (90%) of the then current value of the Building (as such value is reasonably determined by Licensor). No other property or assets of Licensor or any Licensor Party shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies under or with respect to this Agreement, Licensor's obligations to Licensee, whether contractual, statutory or otherwise, the relationship of Licensor and Licensee hereunder, or Licensee's use or occupancy of the Licensed Space. The obligations of Licensor under this Agreement do not constitute personal obligations of the individual partners, members, directors, officers or shareholders of Licensor, and Licensee shall not seek recourse against the individual partners, members, directors, officers or shareholders of Licensor or any of its personal assets for satisfaction of any liability in respect to this Agreement.

[Signatures on Following Page]

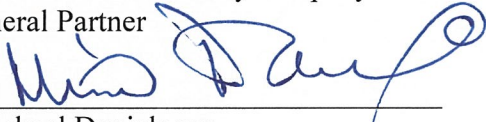
IN WITNESS WHEREOF, this Agreement is executed as of this 25th day of February, 2022.

“LICENSOR”

OMNINET VENTURA, LLC,
a Delaware limited liability company

By: Omninet Ventura, LP,
a Delaware limited partnership
Its: Sole Member

By: Omninet 2014 GP, LLC,
a California limited liability company
Its: General Partner

By: 

Michael Danielpour
Manager of General Partner

OMNINET VENTURA SL, LLC,
a Delaware limited liability company

By: Omninet Ventura, LP,
a Delaware limited partnership
Its: Sole Member

By: Omninet 2014 GP, LLC,
a California limited liability company
Its: General Partner

By: 

Michael Danielpour
Manager of General Partner

“LICENSEE”

TRIUNFO WATER & SANITATION DISTRICT


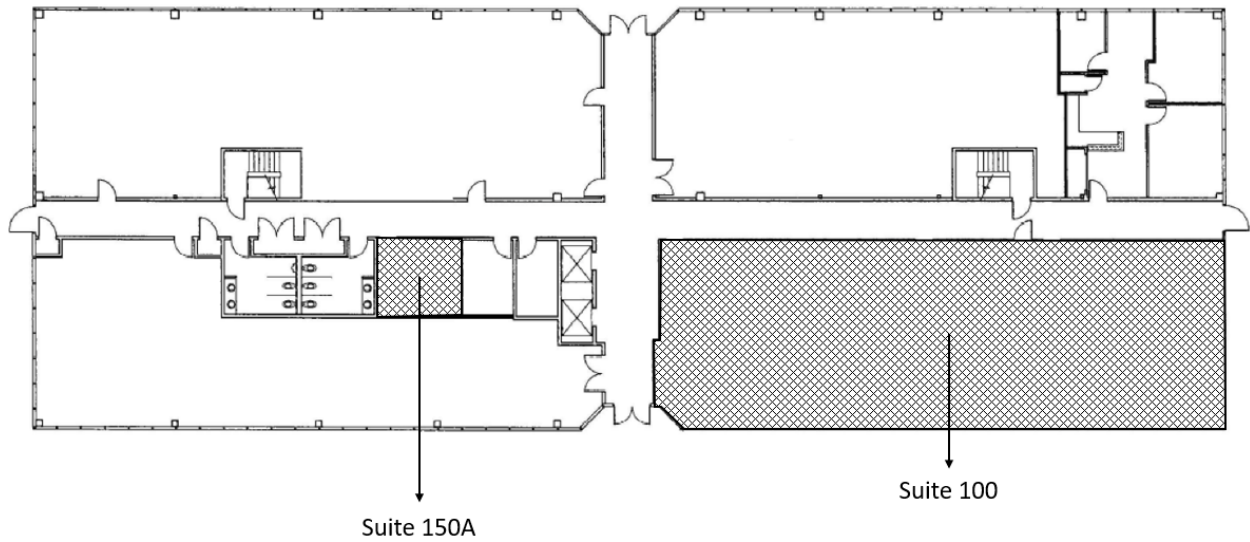
By: 
Name: Mark S. Norris
Title: General Manager

EXHIBIT "A"
LICENSED SPACE



THIS EXHIBIT "A" IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED TO BE ONLY AN APPROXIMATION OF THE LAYOUT OF THE LICENSED SPACE AND SHALL NOT BE DEEMED TO CONSTITUTE ANY REPRESENTATION BY LICENSOR AS TO THE EXACT LAYOUT OR CONFIGURATION OF THE LICENSED SPACE

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