



Board of Directors:

BOB NAST, President
SEAN DEBLEY, Vice President
JARED BOUCHARD, Director
KRISTINA BREWER, Director
MARCIA MARCUS, Director

PETER MARTINEZ
General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156
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BOARD OF DIRECTORS SPECIAL MEETING NOTICE & AGENDA

NOTICE IS HEREBY GIVEN that the Board of Directors of the Channel Islands Beach Community Services District will hold a Special Meeting beginning at 6:00 P.M. on Tuesday, July 28, 2020. In accordance with the Governor's Executive Order N-29-20 and the Ventura County Stay Well at Home Order resulting from the novel Coronavirus the Meeting will be held virtually using the Microsoft Teams platform by calling **1- 213-282-9788 and entering Conference ID: 726 391 548#**. The Agenda is as follows:

A. CALL TO ORDER, ROLL CALL:

B. PUBLIC COMMENTS:

1. Opportunity for members of the public to address the Board on matters under the purview of the District and which are not on the agenda. (Time limit 3 minutes per speaker)

C. CONSENT CALENDAR:

1. Approve the Special Meeting Agenda Order
2. Financial Reports:
 - a. Cash Disbursal & Receipt Report – June 2020
3. Minutes:
 - a. June 9, 2020 Regular Board Meeting
 - b. June 11, 2020 Special Board Meeting
 - c. June 19, 2020 Special Board Meeting

4. Authorize customer request for relief from water charges due to leaks on the property consistent with Resolution 16-06:

	Account Number	Water Relief	Sewer Relief	Total Relief
a.	13080-01	\$78.54	\$193.25	\$271.79
b.	20210-01	\$54.22	\$156.44	\$210.66
c.	07060-04	\$10.86	\$75.32	\$86.18
				\$568.63

D. ACTION CALENDAR:

1. AUTHORIZATION FOR GENERAL MANAGER TO APPROVE AN AGREEMENT FOR ASSET AND OPERATIONAL MANAGEMENT AND RELATED SUPPORT SERVICES WITH SEDARU (CI 403)

Recommendation:

- 1) Board to authorize the General Manager to enter into a contract with Sedaru for Asset and Operational Management.

2. AWARD OF CONTRACT FOR SEWER REHABILITATION PROJECT- CI 201

Recommendation:

- 1) Board to consider and approve contract with Nuline Technologies, Inc. for a not-to-exceed amount of \$481,000 for the Sewer Rehabilitation Project (I & I Reduction CI 201).

E. INFORMATION CALENDAR:

1. Extension of March 31, 2020 Emergency Declaration and Orders Of the Channel Islands Beach Community Services District Board of Directors Related to the 2020 COVID-19 Outbreak

F. BOARD MEMBER COMMENTS:

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

AGENDA POSTING CERTIFICATION

This agenda was posted Thursday, July 23, 2020 by 5:00 PM. The agenda is posted at the District Office and two public notice bulletin boards, which are accessible 24 hours per day. The locations include:

- Hollywood Beach School, 4000 Sunset
- Corner Store, 2425 Roosevelt Blvd.
- District Office, 353 Santa Monica Drive

Agendas are also posted on the District's website at www.cibcsd.com.

Peter Martinez
Peter Martinez
General Manager

REQUESTS FOR DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, IN ORDER TO ATTEND OR PARTICIPATE IN A MEETING, SHOULD BE MADE TO THE SECRETARY OF THE BOARD IN ADVANCE OF THE MEETING TO ENSURE THE AVAILABILITY OF REQUESTED SERVICE OR ACCOMODATION. NOTICES, AGENDAS AND PUBLIC DOCUMENTS RELATED TO THE BOARD MEETINGS CAN BE MADE AVAILABLE IN ALTERNATIVE FORMAT UPON REQUEST.

Channel Islands Beach 2013

7/22/2020 4:51 PM

Register: 1002 · Checking Pacific Western

From 06/01/2020 through 06/30/2020

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/02/2020	6304	XIO, Inc.	2000 - Accounts Payable		865.00			788,920.18
06/02/2020		QuickBooks Payroll ...	-split-	Created by Pay...	22,721.92			766,198.26
06/03/2020	ACH	CalPers	-split-	pr pd 5-16-20 t...	3,447.63			762,750.63
06/03/2020	6305	County of Ventura	2000 - Accounts Payable	Conditional Us...	8,485.00			754,265.63
06/03/2020	To Print	Carol J Dillon	-split-	Direct Deposit		X		754,265.63
06/03/2020	To Print	Casey D Johnson	-split-	Direct Deposit		X		754,265.63
06/03/2020	To Print	E.D. Brock	-split-	Direct Deposit		X		754,265.63
06/03/2020	To Print	Erika F Davis	-split-	Direct Deposit		X		754,265.63
06/03/2020	To Print	Keila E Wilson	-split-	Direct Deposit		X		754,265.63
06/03/2020	To Print	Mark A Espinosa	-split-	Direct Deposit		X		754,265.63
06/03/2020	To Print	Peter A. Martinez	-split-	Direct Deposit		X		754,265.63
06/03/2020	To Print	Jesus Navarro	-split-	Direct Deposit		X		754,265.63
06/05/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 6/3			153.75	754,419.38
06/05/2020	6306	Diener's Electric, Inc.	2000 - Accounts Payable		1,440.23			752,979.15
06/05/2020	6307	FGL Environmental I...	2000 - Accounts Payable		146.00			752,833.15
06/05/2020	6308	Jarrold Lawrence	2000 - Accounts Payable		320.00			752,513.15
06/05/2020	6309	Miguel Zavalza	2000 - Accounts Payable		225.00			752,288.15
06/05/2020	6310	Nationwide Retirement	2000 - Accounts Payable	pr pd 5/16/20 t...	1,764.00			750,524.15
06/05/2020	6311	Underground Service...	2000 - Accounts Payable		11.55			750,512.60
06/05/2020	6312	ZWORLD GIS	2000 - Accounts Payable		1,667.24			748,845.36
06/05/2020	6313	Michael K. Nunley ...	2000 - Accounts Payable		10,193.14			738,652.22
06/05/2020	6314	CIBCSO-Petty Cash	2000 - Accounts Payable		262.23			738,389.99
06/05/2020	6315	Staples	2000 - Accounts Payable		163.57			738,226.42
06/10/2020	ACH	AT & T	6 - Administrative Exp...	6/1/20 8855	647.68			737,578.74
06/10/2020	ACH	Pitney Bowes Inc.	6 - Administrative Exp...	5-30-20 6439 ...	496.77			737,081.97
06/10/2020	ACH	Frontier	6 - Administrative Exp...	6/1/20 1651	138.70			736,943.27
06/10/2020	ACH	Pacific Couriers	6 - Administrative Exp...	20-06-2004	235.47			736,707.80
06/10/2020	ACH	Cardmember Service	8000 - Suspense	May 2020	5,799.89			730,907.91
06/10/2020	ACH	Aflac	*2020 - Payroll Liabilit...	869360	235.70			730,672.21
06/10/2020	ACH	Spectrum	6 - Administrative Exp...	0207442051820	224.98			730,447.23
06/10/2020	ACH	ImageSource	6 - Administrative Exp...	25AR1134468	224.98			730,222.25
06/10/2020	ACH	SCE- Office	-split-		265.84			729,956.41
06/10/2020	6316	Badger Meter	2000 - Accounts Payable		1,581.01			728,375.40
06/10/2020	6317	County of Ventura - ...	2000 - Accounts Payable	Ocean Drive	750.00			727,625.40
06/10/2020	6318	CUSI	2000 - Accounts Payable		100.90			727,524.50
06/10/2020	6319	FGL Environmental I...	2000 - Accounts Payable		168.00			727,356.50
06/10/2020	6320	Grainger	2000 - Accounts Payable		1,295.69			726,060.81
06/10/2020	6321	Proven Print Services	2000 - Accounts Payable	Red/Blue Stmts	1,275.20			724,785.61
06/10/2020	6322	StoreRite	2000 - Accounts Payable		60.00			724,725.61
06/10/2020	6323	Badger Meter	2000 - Accounts Payable		1,679.43			723,046.18

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7/22/2020 4:51 PM

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From 06/01/2020 through 06/30/2020

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/10/2020	6324	FGL Environmental I...	2000 - Accounts Payable		146.00			722,900.18
06/10/2020	6325	Affordable Telephon...	2000 - Accounts Payable	New Phones	500.00			722,400.18
06/10/2020	6326	Famcon Pipe and Su...	2000 - Accounts Payable		25.74			722,374.44
06/12/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 6/11			1,193.31	723,567.75
06/12/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 6/9			27,780.81	751,348.56
06/12/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 6/11			7,500.10	758,848.66
06/12/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 6/11			11,516.44	770,365.10
06/12/2020	ACH	CalPers	-split-		3,447.63			766,917.47
06/12/2020	6327	IVR Technology Gro...	2000 - Accounts Payable		101.84			766,815.63
06/12/2020	6328	PHWA	2000 - Accounts Payable		56,459.27			710,356.36
06/12/2020	6329	Sam Hill & Sons, Inc.	2000 - Accounts Payable	Replace sewer ...	15,600.00			694,756.36
06/12/2020	6334	Nationwide Retirement	2000 - Accounts Payable	pr pd 5/30/20 t...	1,786.31			692,970.05
06/15/2020	ACH	CalPers	-split-	pr pd 5-30-20 t...	3,447.63			689,522.42
06/16/2020		QuickBooks Payroll ...	-split-	Created by Pay...	24,347.72			665,174.70
06/17/2020	6330	Kristina N Brewer	-split-		554.10			664,620.60
06/17/2020	6331	Marcia L Marcus	-split-		600.28			664,020.32
06/17/2020	6332	Robert T Nast	-split-		554.10			663,466.22
06/17/2020	6333	Sean Debley	-split-		554.10			662,912.12
06/17/2020	To Print	Carol J Dillon	-split-	Direct Deposit		X		662,912.12
06/17/2020	To Print	Casey D Johnson	-split-	Direct Deposit		X		662,912.12
06/17/2020	To Print	E.D. Brock	-split-	Direct Deposit		X		662,912.12
06/17/2020	To Print	Erika F Davis	-split-	Direct Deposit		X		662,912.12
06/17/2020	To Print	Jared Bouchard	-split-	Direct Deposit		X		662,912.12
06/17/2020	To Print	Keila E Wilson	-split-	Direct Deposit		X		662,912.12
06/17/2020	To Print	Mark A Espinosa	-split-	Direct Deposit		X		662,912.12
06/17/2020	To Print	Peter A. Martinez	-split-	Direct Deposit		X		662,912.12
06/17/2020	To Print	Jesus Navarro	-split-	Direct Deposit		X		662,912.12
06/18/2020	ACH	CalPers	-split-	Medical Insura...	10,452.87			652,459.25
06/18/2020	ACH	CalPers	5 - Salaries & Benefits:...	Employer yearl...	417.60			652,041.65
06/18/2020	ACH	CalPers	5 - Salaries & Benefits:...	Employer yearl...	87.00			651,954.65
06/18/2020	6335	AWA	2000 - Accounts Payable	June 25th Wate...	40.00			651,914.65
06/18/2020	6336	Badger Meter	2000 - Accounts Payable		5,032.06			646,882.59
06/18/2020	6337	EJ Harrison & Sons, ...	2000 - Accounts Payable	pr pd 5-1-20 to ...	45,772.59			601,110.00
06/18/2020	6338	Famcon Pipe and Su...	2000 - Accounts Payable		96.53			601,013.47
06/18/2020	6339	FGL Environmental I...	2000 - Accounts Payable		146.00			600,867.47
06/18/2020	6340	Ventura County Star	2000 - Accounts Payable	2- Notice of pu...	330.44			600,537.03
06/19/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 6/15			18,128.00	618,665.03
06/19/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 6/15			10,720.94	629,385.97
06/19/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 6/17			29,960.19	659,346.16
06/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 6/23			2,950.46	662,296.62

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From 06/01/2020 through 06/30/2020

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
06/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 6/25		19,207.12	681,503.74
06/23/2020	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 6/19		150.00	681,653.74
06/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 6/23		21,848.61	703,502.35
06/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 6/19		18,232.56	721,734.91
06/26/2020	ACH	SCE- Office	-split-	06-19-2020 1...	188.14		721,546.77
06/26/2020	ACH	ImageSource	6 - Administrative Exp...	inv. 25AR1123...	66.56		721,480.21
06/26/2020	ACH	Spectrum	6 - Administrative Exp...	cabl4284 6-...	52.69		721,427.52
06/26/2020	ACH	Spectrum	6 - Administrative Exp...	6-18-20 7442	224.98		721,202.54
06/26/2020	ACH	So. California Edison...	2 - Sewer System Expe...	6-16-20 4804	329.83		720,872.71
06/26/2020	ACH	So. California Edison...	2 - Sewer System Expe...	6-16-20 6591	562.68		720,310.03
06/26/2020	ACH	So. California Edison...	2 - Sewer System Expe...	6-16-20 6294	771.12		719,538.91
06/26/2020	6341	Diener's Electric, Inc.	2000 - Accounts Payable		488.31		719,050.60
06/26/2020	6342	FGL Environmental I...	2000 - Accounts Payable		245.00		718,805.60
06/26/2020	6343	Port Hueneme Marin...	2000 - Accounts Payable		141.95		718,663.65
06/26/2020	6344	Roberta Chadwick	2000 - Accounts Payable	Reusable Covi...	215.00		718,448.65
06/26/2020	6347	Staples	2000 - Accounts Payable		569.84		717,878.81
06/30/2020	6346	Pete Martinez	2000 - Accounts Payable	1/2 year educat...	4,000.00		713,878.81
06/30/2020	6349	Badger Meter	2000 - Accounts Payable		1,682.99		712,195.82
06/30/2020	6350	Ferguson Waterworks	2000 - Accounts Payable		62.92		712,132.90
06/30/2020	6351	FGL Environmental I...	2000 - Accounts Payable		409.00		711,723.90
06/30/2020	6352	Jarrod Lawrence	2000 - Accounts Payable		320.00		711,403.90
06/30/2020	6353	Miguel Zavalza	2000 - Accounts Payable		225.00		711,178.90
06/30/2020	6354	Nationwide Retirement	2000 - Accounts Payable	pr pd 6/13/20 t...	1,772.04		709,406.86
06/30/2020	6355	Oilfield Electric Motor	2000 - Accounts Payable		385.00		709,021.86
06/30/2020	6356	Proven Print Services	2000 - Accounts Payable	Yearly CCR pr...	3,674.76		705,347.10
06/30/2020		QuickBooks Payroll ...	-split-	Created by Pay...	22,957.02		682,390.08

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING, June 9, 2020

A. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE:

President Nast called the meeting to order at 6:01 P.M. and led everyone in attendance in the Pledge of Allegiance. In attendance, Vice President Debley, Director Bouchard, Director Brewer, Director Marcus, General Manager Peter Martinez, Clerk of the Board, Erika Davis, General Counsel, John Mathews, Office Manager, CJ Dillon and Operations Manager Jesus (Chuy) Navarro.

B. PUBLIC COMMENTS:

None.

C. CONSENT CALENDAR:

Director Bouchard moved to approve the Consent Calendar and Vice President Debley seconded the motion. The motion passed.

Nast, Debley, Bouchard, Brewer, Marcus 5 - Yes 0 -No

D. PUBLIC HEARINGS:

6:05 P.M.

1. FINAL PROPOSED FY 2020-2021 BUDGET

General Manager Martinez opened and conducted the public hearing. General Manager Martinez presented the FY 2020-2021 Final Proposed Budget for adoption. There was no public testimony and General Manager Martinez closed the public hearing. Director Marcus made the motion to adopt the Final Proposed FY 2020-2021 Operating and Capital Budget. Vice President Debley seconded the motion. The motion passed.

ROLL CALL VOTE

Nast: YES, Debley: YES, Bouchard: YES, Brewer: YES, Marcus: YES 5-Yes 0 -No

2. PUBLIC HEARING ON WATER, SEWER, AND REFUSE COLLECTION SERVICES PURSUANT TO PROPOSITION 218 (CALIFORNIA CONSTITUTION, ARTICLE XIID). ORDINANCE 93 OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES

DISTRICT RATES AND REGULATIONS FOR WATER, SEWER, AND REFUSE COLLECTION SERVICES

General Manager Martinez opened and conducted the public hearing. General Manager Martinez explained that Ordinance 93 will be amending fees and regulations within the District in accordance with Proposition 218 Notice. Clerk of the Board stated there were no protest letters. There was no public testimony and General Manager Martinez closed the public hearing. Director Bouchard made the motion to adopt Ordinance 93 and Director Brewer seconded the motion. The motion passed.

ROLL CALL VOTE

Nast: YES, Debley: YES, Bouchard: YES, Brewer: YES, Marcus: YES 5-Yes 0 -No

Office Manager CJ Dillon performed the second and final reading of Ordinance 93 in title only.

E. OPERATIONS AND MAINTENANCE REPORT:

Using a PowerPoint presentation, Operations Manager Navarro presented the Operations and Maintenance Report. Projects for the month included fire hydrant maintenance, replacement of fourteen sewer manhole covers, and a water service repair on Piru Avenue.

F: ACTION CALENDAR:

1. AUTHORIZATION TO PROCEED WITH LOT MERGER APPLICATION IN ORDER TO COMPLY WITH THE SUBDIVISION MAP ACT.

Kevin Kohan from Elevated Entitlements explained as part of the CUP submittal process the District is required to have the facility adhere to the Subdivision Map Act. The County is requiring that the District proceed with a Lot Merger Application in order to comply. Board asked questions. Director Bouchard moved to approve Staff's recommendation to authorize the General Manager to proceed with submitting a Lot Merger Application to the County of Ventura in order to comply with the Subdivision Map Act. Director Brewer seconded the motion. The motion passed.

ROLL CALL VOTE

Nast: YES, Debley: YES, Bouchard: YES, Brewer: YES, Marcus: YES 5-Yes 0 -No

2. SOLICIT BID REQUEST FOR SEWER REHABILITATION PROJECT (CI 201)

Using a PowerPoint presentation, General Manager Martinez gave an overview of the Sewer Rehabilitation Project. Board asked questions. Director Bouchard moved to approve Staff's recommendation to authorize General Manager to proceed with the advertisement of formal bid for the Sewer Rehabilitation Project (I & I Reduction CI 201). President Nast seconded the motion. The motion passed.

ROLL CALL VOTE

Nast: YES, Debley: YES, Bouchard: YES, Brewer: YES, Marcus: YES 5-Yes 0 -No

G. INFORMATION CALENDAR:

1. Audit Engagement Letter

Office Manager Dillon explained this is an annual letter from the auditor stating their scope of work and they will be performing the 2019-2020 fiscal audit. They will be here in July.

2. Report from Board Members of any meeting or conference where compensation from the District for attendance was received

None.

H. BOARD MEMBER COMMENTS:

President Nast asked General Manager Martinez to draft and send a letter to the County regarding repairing the French drains on Los Feliz. President Nast asked to agendaize discussion regarding this issue. In accordance with the Board Formation Policy adopted in February 2020 a vote to put the item on the future agenda was taken: Nast: YES, Debley: YES, Bouchard: NO, Brewer: YES, Marcus: YES 4-yes 1-No
In accordance with the policy the item will be agendaized at the next Regular Board meeting due to the majority vote.

Director Brewer stated that the Mandalay Shores HOA dissolved.

Director Marcus asked when the District would be opening to the Public.

Director Bouchard said that the Board may want to discuss the allocation from Fox Canyon and how it effects the District independently since this may be on the upcoming PHWA Agenda.

I. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

General Counsel had no comment.

General Manager Martinez said he is hoping to open to the Public in July but will monitor the COVID-19 cases and err on the side of caution.

General Manager Martinez said PHWA will be having their meeting and it concerns the allocation from Fox Canyon. General Manager Martinez scheduled a Special Meeting on Thursday, June 11, 2020 to give the Board information regarding this issue so they can make an informed decision.

The Board Meeting adjourned at 7:18 P.M.

Bob Nast, President

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
SPECIAL BOARD MEETING, June 11, 2020

A. CALL TO ORDER, ROLL CALL:

President Nast called the virtual Special Board Meeting to order at 6:01 P.M. In attendance, Vice President Debley, Director Bouchard, Director Brewer, Director Marcus, General Manager Peter Martinez, Clerk of the Board, Erika Davis, General Counsel, John Mathews, Special Water Counsel, Peter Candy, Office Manager, CJ Dillon and Operations Manager Jesus (Chuy) Navarro.

B. APPROVE THE SPECIAL MEETING AGENDA:

Director Marcus moved to approve the Special Meeting Agenda and Director Brewer seconded the motion. The motion passed.

Nast, Debley, Bouchard, Brewer, Marcus 5 - Yes 0 -No

C. PUBLIC COMMENTS:

None.

D. ACTION CALENDAR:

1. UPDATE ON THE OXNARD-HUENEME PIPELINE SUB-ALLOCATION.

Special Water Counsel Candy provided an update to the Board regarding the Oxnard Hueneme Pipeline Sub-allocation. Board discussion ensued. Director Bouchard made the motion to direct Staff and Counsel to look at the potential impacts of the contractual obligations of the County Water Service Agreement and the Districts' PHWA Agreement. Staff and Counsel should provide two case scenarios to the Board for future discussion and possible Board action. One, using the 2005-2014 base time period and the second looking at the contractual obligations with the PHWA and how that would serve the District. Director Marcus seconded the motion. The motion passed.

ROLL CALL VOTE:

Nast: YES, Debley: YES, Bouchard: YES, Brewer: YES, Marcus: YES 5-Yes 0-No

E. BOARD MEMBER COMMENTS:

Director Marcus confirmed the District goes dark in August and will not hold a Regular Board Meeting.

The Board Meeting adjourned at 6:46 P.M.

Bob Nast, President

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
SPECIAL BOARD MEETING, June 19, 2020

A. CALL TO ORDER, ROLL CALL:

President Nast called the virtual meeting to order at 10:02 A.M. In attendance, Director Bouchard, Director Brewer, Director Marcus, General Manager Peter Martinez, Clerk of the Board, Erika Davis, General Counsel, Joshua Smith, and Office Manager, CJ Dillon.

Vice President Debley was absent.

B. APPROVE THE SPECIAL MEETING AGENDA:

Director Marcus moved to approve the Special Meeting Agenda and Director Brewer seconded the motion. The motion passed.

Nast, Bouchard, Brewer, Marcus 4 - Yes 0 -No

C. PUBLIC COMMENTS:

None.

D. ACTION CALENDAR:

1. BAD DEBT WRITE OFF

Director Marcus moved to approve the bad debt write-off FY 2018/2019 to be written off in FY 2019/2020. Director Bouchard seconded the motion. The motion passed.

ROLL CALL VOTE:

Nast: YES, Bouchard: YES, Brewer: YES, Marcus: YES 4-Yes 0-No

2. Consideration of Resolution 20-02: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT REQUESTING CONSOLIDATION OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES GENERAL DISTRICT ELECTION WITH THE STATEWIDE GENERAL ELECTION

Director Bouchard moved to adopt Resolution 20-02 and approve the Elective Office to be filled form. Director Marcus seconded the motion. The motion passed.

ROLL CALL VOTE:

Nast: YES, Bouchard: YES, Brewer: YES, Marcus: YES 4-Yes 0-No

E. BOARD MEMBER COMMENTS:

President Nast thanked everyone for doing a great job during these trying times.

Director Bouchard asked if there will be a Regular Board Meeting on July 14th.

F. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

General Counsel had no comment.

General Manager Martinez announced the cancellation of the July 14th Regular Board Meeting.

General Manager Martinez stated the Sewer Rehab Project Prebid Meeting is on Thursday, June 18th.

The Board Meeting adjourned at 10:13 A.M.

Bob Nast, President



Board of Directors:

BOB NAST, President
SEAN DEBLEY, Vice President
JARED BOUCHARD, Director
KRISTINA BREWER, Director
MARCIA MARCUS, Director

PETER MARTINEZ
General Manager

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Special Board Meeting, July 28, 2020

To: Board of Directors

From: Peter Martinez, *General Manager*

Subject: Authorization for General Manager to Approve an Agreement for Asset and Operational Management and Related Support Services with Sedaru (CI 403)

Item No. D-1

RECOMMENDATION:

Board to authorize the General Manager to enter into a contract with Sedaru for Asset and Operational Management.

FINANCIAL IMPACT: The funding has been allocated and approved as part of the FY 2020-21 Operations and Capital Improvement Budget in the amount of \$44,000.

BACKGROUND/DISCUSSION:

Over the past year the District has been working to transition its current assets into an online GIS platform, which is currently hosted by ZWorld GIS. The annual cost of GIS hosting and support services provided by ZWorld is approximately \$30,000 per year. Now that the District is near completion of this project, we are seeking to build on the GIS platform by implementing an Asset Management Program. This type of program is aimed to allow for the scheduling of all preventative and corrective maintenance work of its current water and sewer assets. Once up and running, this program will assist with the District's long-term planning with the goal of maximizing the life of these assets. Therefore, the District is seeking to select a web-based online asset management platform with the following capabilities:

1. Access for up to five (5) users with mobile capability and up to one (1) group user for administration.

2. Online storage of all GIS data files, with capability to update on a quarterly basis.
3. Provide asset management tracking for the following infrastructure:
 - a. Fire Hydrant Maintenance
 - b. Valve Exercising
 - c. Sewer Line Cleaning
 - d. Lift Station Maintenance
 - e. Air VAC Maintenance
 - f. Sampling Stations
4. Ability to print maps to support ongoing engineering efforts
5. Ability to integrate with the District's Wachs Valve Machine
6. Ability to integrate with the CUSI billing software

PROCESS:

The District working together with MKN & Associates (MKN) chose the following five vendors to assess for asset/operations management: Sedaru, Cartegraph, CityWorks, iWater, and CentralSquare. MKN prepared a request for qualifications which was then completed by each vendor. The request included questions related to number of reference agencies, time of operation, information on how infrastructure is updated in the program, implementation time from notice to proceed, and estimated annual and implementation costs associated with set up. The vendors also provided initial proposals that highlighted their software's best features.

The initial implementation costs ranged from \$5,000 to \$80,000 and the annual costs ranged from \$5,000 to \$20,000, which excluded optional and GIS costs. After reviewing initial responses and proposals, three vendors were selected for a more in-depth evaluation: Sedaru, Cartegraph, and CityWorks. Demonstrations and product discussions were coordinated with each of the three shortlisted, and two were selected for final proposals.

Sedaru and Cartegraph provided refined proposals which included additional and modified services based on negotiations, including 811 integration, Wachs Valve Machine Integration, and CUSI billing software integration. In addition, the staff contacted reference agencies for each vendor.

Based on review of the final proposals, Sedaru has been recommended. Implementation and annual costs are similar, and references had positive reviews for both vendors. The main deciding factors are Sedaru's Wach's integration, a simple user interface and Sedaru's focus in the water/wastewater industry. The implementation and annual cost is \$22,800 and \$17,280, respectively, totaling to \$40,080 in the first year. This cost addresses all District objectives and provides 40 hours of data support services. Since Sedaru will store the GIS data and provide ongoing technical support, the annual contract with ZWorld can be allowed to lapse.

NEXT STEPS

If approved, staff would begin the implementation of the Sedaru Asset/Operational Management Program in mid-August with the goal of full implementation by the end of the calendar year.

ATTACHMENTS:

1. Agreement with Sedaru for Asset Management and Related Support Services

July 10, 2020 (Final)

Pete Martinez
 General Manager
 Channel Islands Beach Community Services District
 353 Santa Monica Dr
 Oxnard, CA 93035
 (805) 985-6021

Subject: Sedaru Proposal for Water & Wastewater Asset Management Software

Dear Pete:

Sedaru is pleased to submit our response to MKN’s Data Vendor Request for a Web-based Online Asset & Operational Management Platform to support your project with Channel Island Beach Community Services District (the District).

About Sedaru: Sedaru represents the industry's only real-time asset and operational management platform for water distribution, wastewater collection system, and public works assets and workflows. The Sedaru software delivers a clear path to realize integrated, real-time, proactive asset management and real-time operations, helping utilities run their systems effectively and efficiently.

Local References: Sedaru is operating successfully with peer utilities, local and familiar to the District, including Ventura County Public Works, City of Simi Valley, East Orange County Water District, and Nipomo Community Services District. Each utility has been provided as a reference herein.

Software Terms & Success, Selection Process Questions, and Software License Agreement: Sedaru has included our software terms and approach to ongoing success as **Exhibit A**. Sedaru has included the selection process questions and responses (Q&A) as **Exhibit B**, and the Sedaru Master Software and Support Agreement as **Exhibit C**.

Budget & Schedule: Sedaru proposes software and services totaling \$40,080 in Year 1 to deploy the proposed scope of work. Assuming an early August kickoff meeting, Sedaru can be deployed for the District by end of calendar year 2020.

We appreciate the opportunity to propose on this exciting project and look forward to working together.

SEDARU, INC.	CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
By: _____	By: _____
Paul Hauffen, Signature	Pete Martinez, Signature
_____	_____
Paul Hauffen, Printed Name	Pete Martinez, Printed Name
_____	_____
Title	Title

Software Scope & Budget

Software	Annual Fee
Named Users:	5
Infrastructure Hosting*:	Sedaru Hosted
Sedaru OMNI & Sedaru Fieldforce Inclusive of Esri GIS Hosting	\$10,000/yr
One (1) "Group" (non-named) User license (ie., "CustService"), including GIS hosting	\$2,000/yr
Sedaru Connect – Wachs Valve Machine	\$2,400/yr
Silver Level Support** (20% Annual Subscription) 40 hours data support services 1 training, up to 8 attendees Secured billing rate of \$165/hr (25% discount) for any additional support related services.	\$2,880/yr (\$14,400/yr *20%)
Software & Support Pricing Total:	
	\$17,280/yr

*Data, GIS, and GIS-related data, including work history hosted by Sedaru is non-proprietary and available to the District upon request, including upon termination, as warranted.

**Alternatively, Gold Level Support is available with more hours, training, and discounts.

Gold Level Support (30% Annual Subscription)

- 80-hours services which could be used for GIS maintenance services, additional system configuration services, hydraulic modeling services, etc.
- Secured rate of \$160/hour, 27% discounted from Sedaru's current hourly rate, for any hours required beyond the 80-hour budget
- 2 Trainings per year, additional to the training included herein for Project rollout

Support Program Terms

- Unused services budget does not rollover into the next year.
- If additional hours are needed beyond the current subscription level, customer can upgrade to the next subscription level, or billed monthly at the secured billing rate, as agreed-to in writing.
- Support programs require a 3-year commitment. The balance of this commitment becomes due if Sedaru software subscription is terminated prior.

Services Scope & Budget

Each Sedaru project includes one-time implementation costs to set up and deploy Sedaru. Budgetary costs are below and can be adjusted to meet specific requirements.

Implementation Task Descriptions	One-time Cost
Task 1: Project Management – Project kickoff and additional online meetings to set up to gather all required data. Periodic status meetings for the duration of the project. Preparation of all deliverables.	\$2,800

Discovery	
Task 2: Online Discovery Workshop – 2-hour online discovery workshop will be held, and staff will be interviewed to understand their roles and exact needs from the software. Sedaru project team will document all outcomes and how they apply to the project configuration. Includes all preparation time and expenses.	\$500
GIS Integration and Support	
Task 3: Esri Integration – work with District staff to obtain all existing relevant GIS information and configure Sedaru to accept GIS information. Sedaru to host all data. (Task limited to 12 hours)	\$2,000
Lift Station Workflow Development: OMNI/Fieldforce Configuration	
Task 4: Workflow Development – Configure 1 (one) lift station asset management work order/field data collection form (one, total). Workflow will start with a template, to configure per the District’s preference. Includes one panel, up to 24 entry fields.	\$2,800
General Workflow Development: OMNI/Fieldforce Configuration	
Task 5: Workflow Development – Configure 5 asset management work orders/field data collection forms (5 total) delivered as-is, as vetted and verified by numerous utilities. 1) Air VAC maintenance, 2) Sampling Stations, 3) Sewer Line Cleaning, 4) Valve Exercising, 5) Hydrant Flushing. Configure 3 meter related asset management work orders/field data collection forms (3 total) for meter installs for new meters, leak checks, and one additional. Workflows to start with templates, to configure per the District’s priority CUSI workflows.	\$7,500
Wachs Integration: Implementation & Training	
Task 6: Sedaru Connect Wachs Valve Turning Machine PM. Sedaru Connect Integration w/existing Wachs machine, and testing. Rollout of Wachs valve machine field data collection form and related key performance indicators in Sedaru OMNI. Sedaru Wachs Valve Turning Machine workflow UAT and 4-hour Training, including video tutorial.	\$4,200
Testing, Training, and Support	
Task 7: User Acceptance Testing Session – 2-hr online User Acceptance Testing (UAT) session to review workflows and receive approval. Includes preparation time.	\$500
Task 8: Training – Provide 1 day of onsite or remote training session. Includes all preparation time and travel expenses.	\$2,500
Implementation Total (one-time cost):	\$22,800
<i>Project Total Including Software - BASE: \$40,080</i>	

Exhibit A: Software Terms & Ongoing Success

Software: Use of the Sedaru software requires acceptance of the Sedaru Master Software License Agreement. Software pricing within this proposal are valid for 60 days, unless agreed upon in writing. Fees for Sedaru software subscriptions are invoiced and the Sedaru software subscription term commences upon contract authorization, notice to proceed, or equivalent.

Implementation: Pricing and scope within this proposal are valid for 60 days, unless agreed upon in writing. Implementation fees are invoiced 75% upfront, and subsequently billed monthly as percent complete. Upon substantial completion of the project, implementation will be billed 100%.

Customer Success: Once the implementation and rollout are complete, Sedaru Customer Success will appoint a dedicated Sedaru Success Agent (SSA) to ensure your continued growth and adoption of the software. Your SSA will provide technical support, and can be contacted via telephone, email, or a website technical support request to address questions, functionality issues, and listen to feedback, including suggestions to enhance or improve the software.

Exhibit B: Selection Process Q&A

1. Vendor contact information for future inquiries:

For questions please contact Paul Hauffen, Principal & Client Service Manager for Sedaru at (626) 354-7003 or via email at paulhauffen@sedaru.com.

2. Number of Agencies utilizing your software?

Sedaru has over 100 utility customers across the United States.

3. How long has your software been in operation?

Sedaru has been serving water utilities since 2004 - beginning business as an engineering consultancy focused on helping utilities tackle their asset management, hydraulic model, and enterprise data issues. From this work and experience, the Sedaru software was released in 2012.

4. Based on our size and water/wastewater focus, can you provide a reference agency with contact information?

Please see below as references local to the District, of similar size. Sedaru can provide additional references of similar agencies in Southern California upon request.

Mr. Eric Keller
O&M Manager/Deputy Director
County of Ventura Public Works
Phone: (805) 378-3015
Email: Eric.Keller@ventura.org

Mr. Bryan Crable
Water Distribution Supervisor
City of Simi Valley
Phone: (805) 583-6076
Email: BCrable@simivalley.org

Ms. Lisa Ohlund
 General Manager
East Orange County Water District
 Office: (714) 538-5815
 Mobile: (949) 842-3351
 Email: lohlund@ecwd.com

Mr. Mario Iglesias
 General Manager
Nipomo Community Services District
 Phone: (805) 929-1133
 Mobile: (805) 931-4287
 Email: miglesias@ncsd.ca.gov

5. Does your company provide any unique or differentiating capabilities?

Yes – Sedaru’s focus on water and wastewater systems allows our products, team, services, and technology to deliver functionality specific to the challenges of our water, wastewater customers, while also expandable to public works assets. Differentiators are summarized below, including features and functionality for the District to implement today, or consider for future implementations.

- **One Company to Contract with for Software & Services**, including Esri GIS hosting, maintenance, software licensing, implementation, integrations, and all support.
- **Single-source, Turnkey Solution** delivering all required services including GIS maintenance, training, and configuration.
- **Proven CUSI workflow**, supporting CUSI data for customer service workflows in the field.
- **Wachs valve machine integration**, allowing remote control and data access of the Wachs valve turning machine from Sedaru Fieldforce.
- **Ease-of-use** for successful change management and consistent adoption.
- **Post-rollout monitoring of customer usage** metrics (see graphic), ensuring that Sedaru recognizes usage trends at the District, whether positive or negative, to champion or proactively identify any issues that may impede adoption.
- **System integrations** including USA DigAlert, Wachs valve machine, SCADA Systems, AMI/AMR Systems, Esri Portal, and more.
- **Turnkey pipeline leak and break response**, knowing what customer get impacted, which valves need to be closed, and which hydrants need flushing.
- **Hydraulic modeling** functionality.
- **Capital planning** and prioritizing of pipeline replacement projects including likelihood and consequence of failure.



6. Based on the stated Objective please provide a budgetary quote for the startup and annual maintenance cost.

Please see the body section of this proposal for Sedaru’s proposed software and services budget.

7. How is infrastructure in the model updated? If the District needs to make updates once per quarter, how is this completed and is there additional cost to this?

Sedaru assumes that the District will expect the selected asset management system and vendor to host its GIS, with a 3rd party consultant hosting/storing and maintaining the GIS system of record. As such, it is recommended that Sedaru will receive an updated geodatabase of the District’s water and sewer system geodatabase once quarterly. Effort to update, test, and republish the GIS in Sedaru’s hosted environment is estimated at 4-8 hours per quarter.

In support of these services, Sedaru offers as an option for the District, its Silver level support program to support ongoing GIS maintenance updates, as well as additional services for configuration updates, additional integrations, and maintenance of the data and/or system to assure the District’s continued growth and adoption.

As an Esri business partner, Sedaru implements using Esri’s geodatabase schema to deliver mapping to end users in the office and the field. Proposed costs herein consider the “Sedaru Hosted” scenario.

Note: this proposal does not include locally hosted (Utility hosted) GIS Server integration with Portal or utilizing Esri’s utility network schema.

8. Please provide any optional costs for training, technical support, or additional modules.

Please see costs proposed herein for additional information regarding costs for training.

After Sedaru’s implementation and training, Sedaru’s Customer Success delivers ongoing technical support with a current software license subscription (i.e., no addition cost for technical support).

Customer Success: Once the implementation and rollout are complete, Sedaru Customer Success will appoint a dedicated Sedaru Success Agent (SSA) to ensure your continued growth and adoption of the software, included with a current software subscription.

The District may elect additional training, or additional Sedaru applications as summarized below.

Training: Training for up to 8 attendees averages approximately \$2,500/day

Sedaru Outage: Response to leaks and breaks. Simulate planned outages. Leak management, customer notifications & water loss reporting. Cost: \$2,400/user/year + one-time implementation.

Sedaru Modeling: Hydraulic modeling & what-if analysis. Simulate changes to system operations, size pipelines, run fire flow tests, and more. Cost: \$3,600/user/year + one-time implementation.

9. How long to implement following notice to proceed?

Work can begin immediately following a contract authorization (or equivalent written notice to proceed). Based on the proposed scope of work, Sedaru can implement and deliver training within 8

weeks of the Project kickoff meeting. Implementation schedule can vary based on District data, available resources, and responsiveness.

10. The District may be able to sole source if your company can share, as part of negotiations, at least five recent contracts (last 5 years) of similar size/type agencies in California; would your company be able to provide this?

Yes – Sedaru delivers software to utilities across the United States as the exclusive maker, vendor, and implementer of this software. Sedaru can provide multiple examples of executed contracts that can be used as an example or a “piggyback” for sole source purchase arrangements, and a sole-sourced letter for justification.

Exhibit C: Software License Agreement

SEDARU MASTER SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Master Software License and Support Agreement is effective as of _____, 2020 ("**Effective Date**"), by and between **Sedaru, Inc.** ("**SEDARU**"), a corporation organized and existing under the laws of the State of Delaware, and CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a special district public body, incorporated and politically organized and existing under the laws of the State of California, located at 353 Santa Monica Drive, Channel Islands Beach, CA 93035, US ("**Customer**"). In consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1. In this Agreement, the following words and phrases shall have the following meanings:

1.1.1. **SEDARU Software** means SEDARU's proprietary computer software programs identified in the applicable Order Document, in object code, together with any copies and revisions, modifications and enhancements included in Releases as may be provided from time to time by SEDARU to Customer.

1.1.2. **Agreement** means this Master Software License and Support Agreement, Order Document(s), information contained in a SEDARU URL or policy referenced in the foregoing and such other documents, attachments and exhibits that the parties' authorized representatives may mutually agree to in writing from time to time.

1.1.3. **Claim** means any claim, suit, action or proceeding brought by a third party against Customer alleging that the SEDARU Software or Documentation infringes any U.S. or Canada patent, copyright or trademark of any third party.

1.1.4. **Confidential Information** means the Software, the terms (but not the existence) of this Agreement, the Documentation, any other commercial or technical information disclosed or made available by either party to the other, and any other items that are marked or identified as "confidential" or "proprietary" or with other similar words. Confidential Information shall also include any trade secret, manufacturing process, formula and any information relating to the business or financial affairs, marketing plans, sales plans, prospects, research, strategies, management, financing, products, inventions, designs, prototypes, processes, software, source code, object code, computer programs, objects and any databases, data surveys, requirements documents, specifications, drawings, records, reports or other documents, materials or other data or information whether in writing or otherwise, concerning the parties or any of their present, former, future or prospective customers, suppliers, consultants or business partners to which the parties gain access to or which one party has prepared for the other party, whether before, during or after the Effective Date, of which reasonable grounds exist for such information to be deemed confidential. Neither party's obligations with respect to their treatment of Confidential Information shall apply to information that:

(a) is, as of the time of its disclosure or thereafter by lawful means becomes, part of the public domain;

(b) was known to the receiving party through lawful means, as of the time of its disclosure;

(c) the receiving party can show was developed independently by itself; or

(d) the receiving party can show was required to be disclosed pursuant to judicial process, provided the receiving party first gives the other party with sufficient opportunity to oppose such disclosure.

1.1.5. **Fees** mean collectively License Fees, Implementation Fees, and/or other fees detailed in an Order Document or otherwise agreed between the parties.

1.1.6. **Intellectual Property Rights** means all intellectual property rights of SEDARU or its suppliers, including but not limited to copyright, trademarks, service marks, patents, trade secrets, Confidential Information and other related proprietary or statutory rights that have been or subsequently exist pursuant to all applicable statutes, laws, regulations, treaties or common law in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

1.1.7. **License Fees** means those amounts payable by Customer to SEDARU for licensing of the Software as specified in the Order Document.

1.1.8. **Order Document** means the contract document executed by the parties specifically referencing this Agreement pursuant to which Customer orders and SEDARU accepts to supply Software licenses, Data Management Services licenses, Implementation Services, or other services under the terms and conditions of this Agreement. The initial Order Document is incorporated into this Agreement as SEDARU's Proposal in response to Customer's Request for Asset Management Software System Proposals dated May 21, 2020.

1.1.9. **Release(s)** means Software updates or new versions, including Error Corrections and Software enhancements, revisions and modifications developed after the Effective Date which SEDARU generally makes available to its customers, but excluding any new issuance of the Software or complementary software applications which are distributed by SEDARU for a separate license fee.

1.1.10. **Software** means collectively SEDARU Software and Third Party Software, if any.

1.1.11. **Support Fees** means those amounts payable by Customer to SEDARU for the provision of Support Services pursuant to this Agreement as specified in the Order Document or pursuant to any Services Agreement or Statement of Work.

1.1.12. **Support Services** means the provision by SEDARU of Software support pursuant to section 5 for the SEDARU Software.

1.1.13. **Third Party Software** means the object code of the computer programs and/or the software as a service, identified in the Order Form, including Releases and related Documentation, which are owned by third parties and

are to be provided to Customer by SEDARU on a pass through or OEM basis pursuant to the terms of the Third Party Terms.

1.1.14. Third Party Terms means the end user agreement that is either appended to the Order Document or accompanies the Third Party Software or is otherwise published by the third party supplier, which governs the use of or access by Customer to the applicable Third Party Software.

2. LICENSE GRANT

2.1. Grant. Subject to the terms and conditions of this Agreement, including but not limited to payment of the applicable fees, SEDARU grants to Customer a perpetual (subject to termination rights as set forth in this Agreement), personal, non-transferable, non-assignable and non-exclusive license for authorized users ("Users") as specified in the Order Document purchased by Customer to use the Software and Documentation for sole and exclusive purpose of the internal business operations of Customer.

2.2. Rights Reserved – Ownership. All rights not expressly granted in this Agreement are reserved by SEDARU and any applicable licensors. SEDARU or its licensors, as applicable, retain sole and exclusive ownership of the Software and all Intellectual Property Rights in, to and/or embodied in or associated with the Software, Documentation and Confidential Information, and all copies and derivative works thereof (whether developed by SEDARU, Customer or a third party).

2.3. Additional Licenses. Customer may purchase additional Users as applicable or otherwise expand the license granted under this Agreement, upon SEDARU's receipt and acceptance of a new Order Document specifying the foregoing, and Customer's agreement to pay as set forth in SEDARU's then-current price list.

2.4. Specific Terms for Third Party Software. Use of the Third Party Software is subject to all terms and conditions of the applicable Third Party Terms. In the event of any inconsistency between the terms of this Agreement and the Third Party Terms, the terms of the Third Party Terms shall prevail. Unless otherwise expressly provided in the Order Document, Customer shall only use the Third Party Software solely in conjunction with the SEDARU Software and Customer shall have no broader use rights with respect to the Third Party Software than it has to the SEDARU Software.

3. LICENSE RESTRICTIONS

Except as expressly provided for in this Agreement (or, with respect to Third Party Software, the applicable Third Party Terms), Customer will not:

- 3.1.** otherwise copy or use the Software or any applicable documentation;
- 3.2.** do anything which infringes any Intellectual Property Rights held by SEDARU or its licensors;
- 3.3.** modify, adapt, translate or otherwise make any changes to the Software or any part thereof;
- 3.4.** write or develop any derivative software or any other software program based upon the Software, the Documentation or any Confidential Information of SEDARU or its licensors;
- 3.5.** decipher decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architectures, structures or other elements of the Software, including the license keys (if any), or the Confidential

Information of SEDARU or its licensors, in whole or in part, for competitive purposes or otherwise;

3.6. sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Software, or Confidential Information of SEDARU or its licensors;

3.7. give, license, assign, transfer, disclose, display, demonstrate, publish or otherwise make available the Software or Documentation in any form to any third party without SEDARU's prior written consent;

3.8. rent, or use the Software or Documentation in a timesharing or service bureau application,

3.9. use the Software to provide training or other professional services to third parties; or

3.10. disclose or publish, without SEDARU's express prior written consent, performance or capacity statistics or the results of any benchmark test performed on Software.

4. CHARGES AND PAYMENTS

4.1. The License Fees and Implementation Fees and additional fees payable by Customer are, subject to Section 4.2, detailed in the applicable Order Document. The Customer will pay such Fees in accordance with the obligations set out in the relevant Order Document.

4.2. The Customer must pay additional amounts for additional Users as detailed in the Order Document. (until Enterprise licensing is reached for that same software application or integration point) as detailed in the Order Document, and/or integration points, and/or software applications as applicable based on SEDARU's then current pricing.

4.3. The Fees exclude, and Customer shall pay or reimburse SEDARU for taxes, duties, or similar charges imposed by any government or any of its agencies and instrumentalities. Including without limitation all federal, state, dominion, provincial or local sales, value added, use, personal property, withholding, excise or other taxes, fees or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of SEDARU).

4.4. Unless otherwise provided for in the applicable Order Document, the Customer will pay all invoices issued by SEDARU in the manner specified on the invoice in U.S. dollars within thirty (30) days from the date of invoice. Payment of Fees for license and Support is not contingent under any circumstances upon the performance of any consulting services including implementation services.

4.5. All amounts due under this Agreement which remain unpaid past due payment dates shall bear interest at the rate of one and one-half per cent (1.5%) per month (eighteen per cent (18%) per year) from the date such amounts become due to the date of payment.

5. SUPPORT SERVICES

5.1. Subject to timely payment of the License or Support Fees, SEDARU will provide Support Services, including new Releases, to Customer under SEDARU's technical support procedures. SEDARU will not materially reduce the level of Support Services provided for supported program licenses during the period for which License or Support Fees have been paid and are current. SEDARU's obligation to provide Support for Third Party Software is limited to using commercially reasonable efforts to obtain such Support Services from its third party suppliers.

5.2. Customer will cooperate with SEDARU and provide such information and documents as are reasonably required

to assist SEDARU in the performance of its obligations under this Agreement.

5.3. SEDARU's Support Fees are based on the continuous contracting for Licensing or Support Services as applicable. Reinstatement of Licensing or Support Services will be subject to SEDARU's then-current policies and applicable fees regarding reinstatement.

6. WARRANTIES AND DISCLAIMERS

6.1. SEDARU warrants that:

6.1.1. It has the right to grant to Customer the licenses to use the Software; and

6.2. The warranties set forth in Section 6.1 shall terminate in the event that (i) Customer uses the Software in a manner or in an operating environment not contemplated in the written instructions from SEDARU, or (ii) any changes are made to the Software which are not contemplated by the Documentation or have not been approved in writing by SEDARU, or (iii) Customer fails to implement all Error Corrections and Releases made available by SEDARU, (iv) or upon expiration of the License term.

6.3. Customer acknowledges and agrees that any warranties applying to the Third Party Software, if any, are made solely by the third party owner of such Third Party Software and are limited to those offered by the applicable Third Party Terms.

6.4. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 ABOVE, SEDARU DOES NOT MAKE ANY OTHER WARRANTIES AND EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS WITH RESPECT TO THE SEDARU SOFTWARE OR THIRD PARTY SOFTWARE (AND ANY COPIES OF THE SAME) PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN THIS SECTION 6, CUSTOMER ACKNOWLEDGES AND AGREES THAT SEDARU SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE SOFTWARE, DOCUMENTATION OR SUPPORT SERVICES. WITHOUT LIMITING THE FOREGOING, SEDARU DOES NOT WARRANT THAT THE SOFTWARE, DOCUMENTATION OR SUPPORT SERVICES (OR CUSTOMER'S USE THEREOF) WILL BE FREE OF ALL ERRORS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED, OR THAT SEDARU WILL CORRECT ALL ERRORS. SEDARU MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THIRD PARTY SOFTWARE.

7. INTELLECTUAL PROPERTY INDEMNIFICATION

7.1. Subject to the terms of this Agreement, SEDARU shall indemnify and hold Customer harmless against any direct Claim against the SEDARU Software and shall pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such Claim, or those costs and damages agreed to in a monetary settlement of such action. provided that:

7.1.1. Customer promptly notifies SEDARU in writing of any such Claim;

7.1.2. Customer makes no admission of liability and gives SEDARU sole authority, at SEDARU's expense, to

direct and control all defense, settlement or compromise negotiations;

7.1.3. Customer provides SEDARU with full information and assistance that may be reasonably required to defend any such Claim; and

7.1.4. the Claim proceedings take place in the U.S. or Canada.

7.2. SEDARU shall have no obligation or liability with respect to any Claim with respect to:

7.2.1. any SEDARU Software or Documentation which has been altered, modified or revised by any person other than SEDARU,

7.2.2. SEDARU Software that does not incorporate all of the updates and Releases provided by SEDARU to Customer or is not being used in compliance with this Agreement;

7.2.3. the combination, operation or use of any SEDARU Software or Documentation with products not furnished by SEDARU when such combination is part of any allegedly infringing process; or

7.2.4. where Customer continues the allegedly infringing activity after being notified thereof and is provided modifications, replacements or other remedies that would have avoided the alleged infringement.

7.2.5. Where Customer is using the Software after the expiration of the License Term.

7.3. If the SEDARU Software become, or in SEDARU's opinion, are likely to become, the subject of a Claim, SEDARU may either (i) procure for Customer the right to continue using the same or (ii) provide Customer replacements or modifications thereof that are non-infringing. The foregoing states the entire liability of SEDARU and Customer's exclusive remedy with respect to indemnification for Intellectual Property infringement.

8. CONFIDENTIAL INFORMATION

8.1. The parties acknowledge that in the performance of their obligations under this Agreement, each may be required from time to time to disclose to the other Confidential Information. The parties therefore agree as follows:

8.1.1. neither party shall disclose to others nor authorize any of its employees, agents, consultants or representatives to disclose to others any Confidential Information which has been provided to it by the other party;

8.1.2. each party shall use the Confidential Information disclosed to it solely for the purpose of carrying out its respective responsibilities and obligations under the terms of this Agreement; and

8.1.3. each party shall take the same measures to protect the confidential nature of the Confidential Information disclosed to it by the other party as it takes to protect its own trade secrets and other Confidential Information, including, but not limited to, restricting disclosure of the Confidential Information to the minimum number of its employees, agents, consultants or representatives who have a need to know such Confidential Information in order to carry out the responsibilities and obligations required under this Agreement, and requiring that all such employees, agents, consultants or representatives understand their obligation and willingness to preserve and hold such Confidential Information in the strictest confidence.

8.2. Neither party shall copy, in whole or in part, any Confidential Information disclosed to it by the other party

without first receiving written consent from the party from whom such Confidential Information was received, except as specifically provided by this Agreement. Any copyright, patent, confidentiality or other proprietary notices shall be reproduced and included on all copies of Software or Documentation, or portions thereof, made by Customer in accordance with this Agreement.

8.3. The parties acknowledge and agree that the Confidential Information of SEDARU and its licensors shall remain the sole and exclusive property of SEDARU, or its licensors, as applicable, and the Confidential Information of Customer shall remain the sole and exclusive property of Customer. The disclosure of Confidential Information by one party to the other party does not confer any license, interest, or rights of any kind in or to the Confidential Information, except as provided under this Agreement.

9. LIMITATION OF LIABILITY

9.1. NEITHER SEDARU NOR ITS LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, RESELLERS OR REPRESENTATIVES SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF REVENUES AND/OR PROFITS, OR LOSS OF GOODWILL, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS RESULTING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, REGARDLESS IF SUCH DAMAGES ARE BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

9.2. IN NO EVENT WILL THE TOTAL LIABILITY OF SEDARU FOR ANY DAMAGES INCURRED BY CUSTOMER, INCLUDING ATTORNEYS FEES AND THIRD PARTY CLAIMS, EVER EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO SEDARU FOR THE SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. IN NO EVENT WILL SEDARU BE LIABLE TO CUSTOMER WITH RESPECT TO CLAIMS BY CUSTOMER OR OTHERWISE OF ANY NATURE RELATED TO THIRD PARTY SOFTWARE.

10. TERM, INVOICING AND TERMINATION

10.1. The Software License Term begins and is effective upon acceptance. The duration of the Term is as set forth in the Order Document ("Initial Term"). The License will automatically renew for successive one (1) year terms unless either party gives ninety (90) day's written notice of termination prior to the end of the Initial Term or any successive renewal term.

10.2. All charges incurred under this Agreement are due and payable by Client in US Dollars within thirty (30) days of the date of invoice from SEDARU.

10.3. Any amount payable pursuant to this Agreement and not paid within thirty (30) days after the date of the invoice shall be delinquent and shall be liable for interest at a rate

equal to the lesser of one and one-half percent (1½%) per month (eighteen percent (18%) per annum) or the highest rate permitted by law.

10.4. SEDARU's Termination right. SEDARU shall be entitled to terminate this Agreement immediately upon delivery of written notice upon the happening of any of the following events:

10.4.1. Customer fails to pay License or Support Fees within fourteen (14) days of the date of a notice to Customer demanding such payment, such notice to be served no earlier than the due date of such Fees;

10.4.2. Customer uses the Software or Documentation in any unauthorized manner;

10.4.3. Customer shall be in breach of any other obligations under this Agreement and shall fail to remedy such breach within thirty (30) days after notice to Customer specifying the breach and requiring it to be remedied; or

10.4.4. any petition is filed by Customer, or any proceedings are successfully made against Customer or Customer's undertaking, property or assets, under any bankruptcy, debtor's relief, winding-up or similar statute, or any effective board resolution is passed for the winding-up of Customer.

10.5. Customer's Right. Customer shall be entitled to terminate this Agreement immediately upon delivery of written notice upon the happening of any of the following events:

10.5.1. SEDARU shall be in breach of any of its material obligations under this Agreement and shall fail to remedy such breach within thirty (90) days after written notice to SEDARU (or such longer cure period as the parties may agree to); or

10.5.2. any petition is filed by SEDARU, or any proceedings are successfully made against SEDARU or SEDARU's undertaking, property or assets, under any bankruptcy, debtor's relief, winding-up of similar statute, or any effective resolution is passed for the winding up of SEDARU.

10.6. Except as otherwise set forth in this Agreement, the termination of this Agreement shall be in addition to all other rights and remedies (whether civil, criminal, equitable, provisional, extraordinary, or injunctive) the parties may have as a result of such breach, filing or proceedings.

10.7. Upon the termination of this Agreement all Fees and other amounts due and payable to either party shall remain due and payable in accordance with the terms of this Agreement.

10.8. All licenses to the Software and rights to Support Services shall immediately terminate on the termination of this Agreement and within thirty (30) days after any termination of this Agreement each party shall destroy the other party's Confidential Information and certify to the other party that it has complied with the foregoing.

10.9. Sections 1, 4, 6.4, 8, 9, 10 and 11 and all obligations attached to such sections shall survive any termination of this Agreement.

11. GENERAL

11.1. Assignment. Customer may not assign, sublease, extend or transfer, in whole or in part, this Agreement or any of its rights and duties under this Agreement without the express, prior written consent of SEDARU. Any assignment in violation of this paragraph shall be void and of no effect.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

11.2. Notices. All notices under this Agreement shall be in writing and shall be duly given only if (a) personally delivered or (b) mailed by prepaid registered or certified mail return receipt requested or (c), delivered by a nationally recognized courier service to the party for which it is intended as follows:

If to SEDARU:

Paul Hauffen, President
Sedaru, Inc.
168 East Arrow Hwy, Suite 101
San Dimas, CA 91773
Phone: (626) 244-0700

If to Customer:

Pete Martinez, General Manager
Channel Islands Beach Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035
Phone: (805) 985-6021

Any notice so given shall be deemed to have been received on the date on which it was personally delivered or on the date received as set forth on the receipt if sent by registered or certified mail or overnight courier service. Any party may change its address for notice purposes by giving written notice of such change to the other party.

11.3. Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in the State of California to whose exclusive jurisdiction the parties hereby consent. The parties agree that this contract is not a contract for the sale of goods; therefore, this Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

11.4. Non-Waiver. No delay on the part of either party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy under this Agreement preclude any other or further exercise of such right or remedy. Failure of either party to enforce compliance with any term, provision or condition of this Agreement shall not constitute a waiver of such term or condition, and shall not constitute a precedent.

11.5. Force Majeure. Each party hereto shall be excused from default or delay in the performance of its obligations hereunder if and to the extent that such default or delay is caused by an act of God, or other cause beyond such party's

reasonable control, including, but not limited to, acts of the government, war, revolution, acts of terrorism, work stoppage, strike, fire, riot, accident, explosion, flood, storm, or failure or fluctuation in electrical power, heat, light, air conditioning or telecommunications equipment. In such event, the non-performing party shall be excused from performance for as long as such circumstances prevail provided the non-performing party uses its reasonable commercial efforts to recover or work around such force majeure event.

11.6. Severability. If any provision of this Agreement, or portion thereof, shall be declared invalid or unenforceable such provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall nevertheless remain in full force and effect.

11.7. Counterparts. This Agreement may be executed (by original or facsimile) by the parties in one or more counterparts, each of which shall be considered an original and one and the same agreement, and shall become effective when one or more counterparts have been signed by each party and delivered to the other party.

11.8. Export. Customer shall not to knowingly, directly or indirectly, without prior written consent, if required, of the office of Export Administration of the US Department of Commerce, export or transmit any of the Software to any country to which such transmission is restricted by applicable regulations or statutes.

11.9. Order of Precedence. In the event of a conflict between an Order Document and this Agreement, this Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, tax exempt status, shipping instructions and the like shall be specified on each Order Document.

11.10. Entire Agreement and Amendments. This Agreement contains the entire agreement between SEDARU and Customer with respect to the subject matter hereof as of the Effective Date, and supersedes all prior agreements, negotiations, advertisements, representations of any kind and proposals, written and oral, relating to its subject matter. Each party confirms that it has not relied on any representation, warranty or undertaking which is not contained in this Agreement. Notwithstanding the content of any Customer purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void. Except as otherwise expressly provided for in this Agreement, any variation or waiver of this Agreement shall be in writing and signed by an authorized representative of both parties and other purported variations or waivers shall be null, void and of no effect whatsoever.

<p>SEDARU, INC.</p> <p>By: _____ Paul Hauffen, Signature</p> <p>_____</p> <p>Paul Hauffen, Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>	<p>CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT</p> <p>By: _____ Pete Martinez, Signature</p> <p>_____</p> <p>Pete Martinez, Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
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Board of Directors:

BOB NAST, President
SEAN DEBLEY, Vice President
JARED BOUCHARD, Director
KRISTINA BREWER, Director
MARCIA MARCUS, Director

PETER MARTINEZ
General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156
A PUBLIC ENTITY SERVING CHANNEL ISLANDS BEACHES AND HARBOR · CIBCS.D.COM

Special Board Meeting, July 28, 2020

To: Board of Directors
From: Peter Martinez, *General Manager*
Subject: Award of Contract for Sewer Rehabilitation Project – CI 201
Item No. D-2

RECOMMENDATION:

Board to consider and approve contract with Nuline Technologies, Inc. for a not-to-exceed amount of \$481,000 for the Sewer Rehabilitation Project (I & I Reduction CI 201).

FINANCIAL IMPACT: The funding has been allocated and approved as part of the FY 2020-21 Capital Improvement Budget in the amount of \$481,000.

BACKGROUND/DISCUSSION:

On June 9, 2020, the Board authorized the General Manager to proceed with the advertisement of the Sewer Rehabilitation Project (I & I Reduction CI 201). On June 10, 2020, the District formally advertised a Request for Bid for this project over a four-week duration. A mandatory pre-bid meeting was held on June 18, 2020 to provide an overview of the project and to answer any questions from the prospective bidders prior to the bid opening. On July 8, 2020 at 5:00 p.m. the bids were opened for review by the District and the lowest responsible bid was from Nuline Technologies, Inc. in the amount of \$442,923.

Please see the bid results in the table below. A full spreadsheet of the bid results that were competitively bid can be found in Attachment 2 (Bid Results).

Contractors	Total Bid Amount
Nuline Technologies, Inc.	\$442,923.00
Performance Pipeline	\$447,770.09
Sancon Engineering	\$591,232.00

This project includes the rehabilitation of approximately 3,500 linear feet of 8” and 10” vitrified clay pipe and the rehab of 25 sewer manholes in the defined project area. The goal is to correct any pipeline and manhole deficiencies that were identified as Grade IV & Grade V defects during the CCTV inspection project that occurred in 2019. Additionally, all manholes that are rehabilitated will also include the replacement of the manhole frame and covers with a new style that minimizes surface water inflow into the sewer collection system. All work performed for this project will be in the Silver Strand and Hollywood by the Sea neighborhoods (Phase 1). The next phase (Phase II), which is not included as part of this project will include the Hollywood Beach neighborhood that is planned to take place in FY 2023-24. It is important to note that this project is utilizing trenchless technology construction methods that are most cost effective and least intrusive to the ratepayers of the District.

NEXT STEPS

If approved, staff would issue a Notice of Award to Nuline Technologies, Inc. for the Sewer Rehabilitation Project with an estimated start date in September of 2020. If all work goes as planned, project completion will likely occur prior to November 30, 2020.

The Sewer Rehabilitation Project (CI 201 I & I Reduction) Conformed Contract Document is available at cibcsd.com

ATTACHMENTS:

1. Bid Results

EXTENSION OF THE MARCH 31, 2020 EMERGENCY DECLARATION AND ORDERS OF
THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT BOARD OF
DIRECTORS RELATED TO THE 2020 COVID-19 OUTBREAK

General Manager of the Channel Islands Beach Community Services District hereby declares that a District emergency condition still exists due to the continued transmission and spread of the Coronavirus (COVID-19) pandemic. Pursuant to the March 31, 2020 Emergency Declaration issued by the District's Board of Directors, the General Manager extends the March 31, 2020 Emergency Declaration based on the following facts:

- On March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency exists in California as a result of the threat of the novel Coronavirus (COVID-19) outbreak.
- On March 11, 2020, the World Health Organization declared the COVID-19 outbreak as a global pandemic.
- On March 12, 2020, the Ventura County Health Officer proclaimed a local health emergency exists in the County of Ventura due to the COVID-19 outbreak.
- On March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak constituted a National Emergency.
- On March 17, 2020, the Ventura County Health Officer issued a Public Health Order implementing social distancing guidelines and stay at home orders for the County's vulnerable residents.
- On March 20, 2020, the Ventura County Health Officer issued a "Stay Well at Home" emergency order, ordering all residents of the County of Ventura to stay inside their residences and to limit movement outside of their homes beyond what is absolutely necessary to take care of essential needs.
- On March 31, 2020, the District's Board of Directors adopted an Emergency Declaration which closed the District's offices to the public, cancelled the District's public meetings, suspended certain provisions of the District's Rates and Regulations, and authorized the General Manager to exercise limited emergency powers.
- On April 30, 2020, the District's Board of Directors extended the Emergency Declaration for another thirty (30) days.
- On May 7, 2020, the Ventura County Health Officer modified the "Stay Well at Home" emergency order to reflect and be consistent with the Governor's "Stay at Home Order" but also began implementing plans and provisions to safely reopen Ventura County and return to business.

- On May 20, 2020, the Ventura County Health Officer amended the May 7, 2020 Order to expand the reopening of Ventura County to allow dine-in restaurants and opening of retail businesses, but under strict social distancing requirements.
- On May 29, 2020, the District’s Board of Directors extended the Emergency Declaration for another thirty (30) days.
- On June 18, 2020, due to a surge of confirmed cases of COVID-19, California’s public health officials issued an order mandating face coverings be worn state-wide.
- On June 29, 2020, the General Manager extended this Emergency Declaration due to the continued spread and transmission of COVID-19 across the state and Ventura County.
- On July 13, 2020, the California Public Health Officer issued a Statewide Public Health Order reinstated restrictions on several industries to limit the transmission and spread of COVID-19.
- On July 13, 2020, the Ventura County Health Officer issued an Order closing certain indoor industries and activities to limit the transmission of COVID-19.
- Social distancing guidelines and mandatory “Stay at Home” orders have led to uncertainty as to the ongoing availability of the District’s Board of Directors, District staff, and the District’s consultants and vendors and has also led to massive layoffs of “non-essential” workers.
- The District’s core functions must be maintained for the health and safety of the community under any and all conditions, including the COVID-19 outbreak.
- Due to social distancing guidelines, “Stay at Home” orders, and subsequent layoffs, District customers may need additional time to pay their water bills without the fear of late fees and penalties.
- District staff continues to discuss, analyze and execute operational adjustments to meet the uncertainties of this emergency.
- Such adjustments may require senior staff to exercise immediate discretion to maintain District services, perform District operations, and protect public health and safety.

Further, as a result of this emergency declaration, the Board of Directors orders:

1. All billing delinquency fees and penalties identified in the Channel Islands Beach Community Services District Rates and Regulations are hereby waived for the billing periods of February, March, April, May, June, and July 2020.

2. All water service shutoffs for non-payment are hereby suspended until August 31, 2020.
3. The General Manager or his designee are authorized and approved to use the District's Operating and Emergency Reserve funds, up to a total of \$100,000.00, to meet the District's needs during this Channel Islands Beach Community Services District-declared emergency.
4. The General Manager or his designee may adjust District staffing in his sole discretion to meet the needs of the District and to ensure the health, safety, and ongoing availability of all Channel Islands Beach Community Services District employees. This includes, where the General Manager or his designee deems appropriate, use of paid administrative leave, work-from-home arrangements, and other necessary budgetary and payroll discretion to meet the needs of the District and its employees during this Channel Islands Beach Community Services District-declared emergency.
5. The District's offices shall be closed to the public, District consultants and vendors, and all non-essential District staff during this Channel Islands Beach Community Services District-declared emergency to reduce exposure and potential spread of COVID-19.
6. The General Manager or his designee shall to coordinate, schedule, and conduct Special Board Meetings as needed, to inform the Board of Directors on the state of the District and for the Board of Directors to provide direction to the General Manager. Special meetings shall be noticed and held pursuant to Government Code Section 54956 but shall be subject to Governor Newsom's Executive Orders N-25-20 and N-29-20 which suspend certain provisions of the Ralph M. Brown Act. Otherwise, all regularly scheduled Board of Directors meetings are cancelled during the duration of this Channel Islands Beach Community Services District-declared emergency.
7. All Board of Directors Committee meetings shall be held by teleconference and are subject to Governor Newsom's Executive Orders N-25-20 and N-29-20 which suspend certain provisions of the Ralph M. Brown Act, during the duration of this Channel Islands Beach Community Services District-declared emergency.
8. The General Manager may terminate or restore any of the provisions provided herein, if, in their discretion, the emergency provision(s) are no longer necessary due a change in circumstances or subsequent action by federal, state, or local government officials.

This emergency declaration shall remain in place for thirty (30) days from the date of its approval unless acted upon by the Board of Directors, or the General Manager, to either terminate or extend the duration of this Emergency Declaration, as a whole or in part.

Date: _____

PETE MARTINEZ

Channel Islands Beach Community
Services District, General Manager