



Board of Directors:

KRISTINA BREWER, President
MICHAEL LEBOW, Vice President
JARED BOUCHARD, Director
SEAN DEBLEY, Director
BOB NAST, Director

PETER MARTINEZ
General Manager

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A PUBLIC ENTITY SERVING CHANNEL ISLANDS BEACHES AND HARBOR · CIBCSO.COM

BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

NOTICE IS HEREBY GIVEN that the Board of Directors of the Channel Islands Beach Community Services District will hold a Regular Board Meeting beginning at 5:00 P.M. on Tuesday March 12, 2024. **The meeting will be held at the Temporary District Office Conference Room, 2300 Roosevelt Blvd., Channel Islands Beach, CA 93035.**

The agenda is as follows:

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

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 Agenda Order
2. Financial Reports:
 - a. Cash Disbursal & Receipt Report – January 2024
 - b. Cash Disbursal & Receipt Report – February 2024
3. Minutes:
 - a. January 9, 2024, Regular 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.	20210-01	\$139.90	\$376.02	\$515.92
b.	02271-03	\$26.60	\$26.86	\$53.46
c.	00000200	\$58.39	\$147.72	\$206.11
d.	12670-02	\$2.32	\$26.86	\$29.18
				\$804.67

D. ACTION CALENDAR:

1. SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SERVICE AGREEMENT WITH XIO INC. (2-YEAR TERM)

Recommendation:

- 1) Consider and approve Service Agreement with XiO, Inc. (XiO) to provide cloud based Supervisory Control and Data Acquisition (SCADA) monitoring and control services at seven sewer stations throughout the District service area in the amount of \$30,324 for a two-year term.

E. INFORMATION CALENDAR:

1. Annual Audit Letter
2. Building Update
3. District Strategic Planning
4. Report from Board Members of any meeting or conference where compensation for attendance was received.

F. BOARD MEMBER COMMENTS:

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

AGENDA POSTING CERTIFICATION

This agenda was posted Thursday, March 7, 2024, 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 Lane
- Corner Store, 2425 Roosevelt Blvd.
- Temporary District Office, 2300 Roosevelt Blvd.

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

3/6/2024 11:59 AM

Register: 1002 - Checking Pacific Western

From 01/01/2024 through 01/31/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/02/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	431.41	51,062.08
01/03/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Deposit		X	15,475.00	66,537.08
01/03/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/3		X	440.00	66,977.08
01/03/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/2		X	300.00	67,277.08
01/03/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	768.81	68,045.89
01/03/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	465.15	68,511.04
01/03/2024	A CH	Aflac	*2020 - Payroll Liabilit...	363735	210.74	X		68,300.30
01/03/2024	ACH	So. California Edison...	2 - Sewer System Expe...	12-14-23	377.44	X		67,922.86
01/03/2024	ACH	So. California Edison...	2 - Sewer System Expe...	12-13-23	945.68	X		66,977.18
01/03/2024	ACH	So. California Edison...	2 - Sewer System Expe...	12-13-23	1,121.75	X		65,855.43
01/03/2024	ACH	ACWA/JPIA Health ...	5 - Salaries & Benefits:...	0701600	699.97	X		65,155.46
01/03/2024	8578	Amazon Capital Serv...	2000 - Accounts Payable		452.45	X		64,703.01
01/03/2024	8579	Aqua-Tech Services I...	2000 - Accounts Payable		350.00	X		64,353.01
01/03/2024	8580	Badger Meter	2000 - Accounts Payable		1,835.40	X		62,517.61
01/03/2024	8581	FGL Environmental I...	2000 - Accounts Payable		260.00	X		62,257.61
01/03/2024	8582	Hollister & Brace	2000 - Accounts Payable		16,138.90	X		46,118.71
01/03/2024	8583	Miguel Zavalza	2000 - Accounts Payable		150.00	X		45,968.71
01/03/2024	8584	Streamline	2000 - Accounts Payable	Annual Service...	2,988.00	X		42,980.71
01/03/2024	8585	SWRCB	2000 - Accounts Payable	Annual Water ...	15,123.42	X		27,857.29
01/03/2024	8586	Underground Service...	2000 - Accounts Payable		24.00	X		27,833.29
01/03/2024	8587	SWRCB	2000 - Accounts Payable	Annual Permit ...	868.00	X		26,965.29
01/04/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,113.03	28,078.32
01/04/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	2,725.43	30,803.75
01/04/2024	ACH	Wex Bank	4 - Maintenance Expen...	inv. no. 93728...	923.70	X		29,880.05
01/04/2024	8588	County of Ventura - ...	2000 - Accounts Payable		2,470.16	X		27,409.89
01/05/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	3,642.11	31,052.00
01/05/2024	8593	County of Ventura - ...	2000 - Accounts Payable		1,750.00	X		29,302.00
01/05/2024	8594	CUSI	2000 - Accounts Payable	2-1-24 thru 1-3...	7,200.00	X		22,102.00
01/05/2024	8595	Diener's Electric, Inc.	2000 - Accounts Payable		846.86	X		21,255.14
01/05/2024	8596	NRT PROPERTY M...	2000 - Accounts Payable	Customer refund	96.90			21,158.24
01/05/2024	8597	XIO, Inc.	2000 - Accounts Payable		1,095.00	X		20,063.24
01/08/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	875.52	20,938.76
01/08/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	3,936.52	24,875.28
01/08/2024	8598	City of Oxnard	2000 - Accounts Payable		6,690.68	X		18,184.60
01/08/2024	8599	FGL Environmental I...	2000 - Accounts Payable		448.00	X		17,736.60
01/08/2024	8600	IVR Technology Gro...	2000 - Accounts Payable		103.85	X		17,632.75
01/09/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	2,833.14	20,465.89
01/09/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	3,569.94	24,035.83
01/09/2024	ACH	Nationwide Retirement	-split-	py pd 11-25-23...	2,631.37	X		21,404.46
01/09/2024	ACH	Nationwide Retirement	-split-	py pd 12-09-23...	2,321.37	X		19,083.09

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01/09/2024	ACH	Tampa Hardware 2	2 - Sewer System Expe...	12-31-23	102.99	X		18,980.10
01/09/2024	ACH	Cardmember Service	8000 - Suspense	December 2023	7,860.82	X		11,119.28
01/09/2024	ACH	Spectrum	6 - Administrative Exp...	1-1-24	412.64	X		10,706.64
01/09/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Crandall	140.85	X		10,565.79
01/09/2024	8603	EJ Harrison & Sons, ...	2000 - Accounts Payable		50,490.64	X		-39,924.85
01/09/2024	8604	Pacific Couriers	2000 - Accounts Payable		316.75	X		-40,241.60
01/10/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/9		X	7,154.83	-33,086.77
01/10/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/8		X	5,543.49	-27,543.28
01/10/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	2,251.26	-25,292.02
01/10/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	10,149.56	-15,142.46
01/10/2024	ACH	CalPERS	-split-	py pd 12-23-23...	3,669.99	X		-18,812.45
01/10/2024	ACH	Nationwide Retirement	-split-	py pd 12-23-23...	2,075.47	X		-20,887.92
01/10/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Penturf	140.85	X		-21,028.77
01/10/2024		QuickBooks Payroll ...	-split-	Created by Pay...	22,850.17	X		-43,878.94
01/10/2024	To Print	Carol J Dillon	-split-	Direct Deposit		X		-43,878.94
01/10/2024	To Print	E.D. Brock	-split-	Direct Deposit		X		-43,878.94
01/10/2024	To Print	Erica M Pena	-split-	Direct Deposit		X		-43,878.94
01/10/2024	To Print	Erika F Davis	-split-	Direct Deposit		X		-43,878.94
01/10/2024	To Print	Jesus Navarro	-split-	Direct Deposit		X		-43,878.94
01/10/2024	To Print	Peter A. Martinez	-split-	Direct Deposit		X		-43,878.94
01/11/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,254.75	-42,624.19
01/11/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	4,460.95	-38,163.24
01/11/2024	8601	A to Z Law, LLP	2000 - Accounts Payable		3,367.50	X		-41,530.74
01/11/2024	8602	DIANA KRASNOFF	2000 - Accounts Payable	CUSTOMER ...	214.85	X		-41,745.59
01/11/2024	8605	Michael K. Nunley ...	2000 - Accounts Payable		7,532.40	X		-49,277.99
01/11/2024	8606	Proven Print Services	2000 - Accounts Payable	2-Cases each of...	1,539.04	X		-50,817.03
01/12/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/11		X	7,331.54	-43,485.49
01/12/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/11		X	9,801.75	-33,683.74
01/12/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/11		X	6,352.97	-27,330.77
01/12/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/11		X	1,394.37	-25,936.40
01/12/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/12		X	730.54	-25,205.86
01/12/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,082.91	-24,122.95
01/12/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,827.82	-21,295.13
01/12/2024	8607	EJ Harrison & Sons, ...	2000 - Accounts Payable		51,196.76	X		-72,491.89
01/12/2024	8608	City of Oxnard	2000 - Accounts Payable		1,127.50			-73,619.39
01/12/2024	8609	CIBCSO-Petty Cash	2000 - Accounts Payable		161.36	X		-73,780.75
01/16/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	398.83	-73,381.92
01/16/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,240.40	-71,141.52
01/16/2024	ACH	Vanco Chrg	6 - Administrative Exp...		89.95	X		-71,231.47
01/17/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	539.61	-70,691.86

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01/17/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	1,851.16	-68,840.70
01/17/2024	ACH	Pacific Western	6 - Administrative Exp...	Analysis Fee	76.17	X		-68,916.87
01/18/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/18		X	106.62	-68,810.25
01/18/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/19		X	16,790.18	-52,020.07
01/18/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/16		X	11,127.43	-40,892.64
01/18/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/16		X	8,526.13	-32,366.51
01/18/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/16		X	13,284.16	-19,082.35
01/18/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/18		X	3,875.67	-15,206.68
01/18/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	2,184.51	-13,022.17
01/18/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,521.90	-10,500.27
01/18/2024	ACH	AT & T	6 - Administrative Exp...	1-1-24	895.66	X		-11,395.93
01/18/2024	ACH	So. California Edison...	2 - Sewer System Expe...	1-12-24	1,050.68	X		-12,446.61
01/18/2024	ACH	So. California Edison...	2 - Sewer System Expe...	1-12-24	1,468.23	X		-13,914.84
01/18/2024	8610	ACWA/Joint Powers ...	2000 - Accounts Payable	pr pd 10-01-23 ...	2,514.68	X		-16,429.52
01/18/2024	8611	Diener's Electric, Inc.	2000 - Accounts Payable		60.92			-16,490.44
01/18/2024	8612	Great American Fina...	2000 - Accounts Payable		189.82			-16,680.26
01/18/2024	8613	Port Hueneme Marin...	2000 - Accounts Payable		100.47	X		-16,780.73
01/18/2024	8614	Wex Bank	2000 - Accounts Payable		754.89			-17,535.62
01/18/2024	8615	Frontier-Office	2000 - Accounts Payable		107.25			-17,642.87
01/19/2024	CUSI	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	814.14	-16,828.73
01/19/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	4,405.58	-12,423.15
01/19/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	ACH Pac Wes...		X	92,742.25	80,319.10
01/19/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Huston	117.74	X		80,201.36
01/19/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Bustos	303.08	X		79,898.28
01/22/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,334.80	82,233.08
01/22/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	32,188.74	114,421.82
01/22/2024		QuickBooks Payroll ...	-split-	Created by Pay...	99.50	X		114,322.32
01/23/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	279.74	114,602.06
01/23/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	3,013.62	117,615.68
01/23/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Anacapa Bt Yd	558.82	X		117,056.86
01/24/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,341.54	118,398.40
01/24/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,459.19	120,857.59
01/24/2024		QuickBooks Payroll ...	-split-	Created by Pay...	21,215.86	X		99,641.73
01/24/2024	To Print	Carol J Dillon	-split-	Direct Deposit		X		99,641.73
01/24/2024	To Print	E.D. Brock	-split-	Direct Deposit		X		99,641.73
01/24/2024	To Print	Erica M Pena	-split-	Direct Deposit		X		99,641.73
01/24/2024	To Print	Erika F Davis	-split-	Direct Deposit		X		99,641.73
01/24/2024	To Print	Jesus Navarro	-split-	Direct Deposit		X		99,641.73
01/24/2024	To Print	Peter A. Martinez	-split-	Direct Deposit		X		99,641.73
01/25/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	885.47	100,527.20

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/25/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,892.12	103,419.32
01/25/2024	ACH	So. California Edison...	2 - Sewer System Expe...	1-16-24	427.07	X		102,992.25
01/25/2024	8616	805 Cleaning Services	2000 - Accounts Payable		300.00	X		102,692.25
01/25/2024	8617	AWA	2000 - Accounts Payable		110.00			102,582.25
01/25/2024	8618	Coastal Architects	2000 - Accounts Payable		12,630.38			89,951.87
01/25/2024	8619	Coastal Pipco	2000 - Accounts Payable		65.48			89,886.39
01/25/2024	8620	CUSI	2000 - Accounts Payable		12.00			89,874.39
01/25/2024	8621	FGL Environmental I...	2000 - Accounts Payable		344.00			89,530.39
01/25/2024	8622	net2phone	2000 - Accounts Payable		350.67			89,179.72
01/25/2024	8623	Novotx, LLC	2000 - Accounts Payable	Elements XS A...	24,750.00			64,429.72
01/25/2024	8624	S.L. Leonard & Asso...	2000 - Accounts Payable		2,401.12	X		62,028.60
01/25/2024	8625	Standard Plumbing S...	2000 - Accounts Payable		38.67	X		61,989.93
01/25/2024	8626	FGL Environmental I...	2000 - Accounts Payable		173.00			61,816.93
01/25/2024	8627	Robert Lostutter	2000 - Accounts Payable		3,000.00			58,816.93
01/25/2024	8628	Diener's Electric, Inc.	2000 - Accounts Payable		1,225.28	X		57,591.65
01/26/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/25		X	26,095.82	83,687.47
01/26/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/22		X	11,666.03	95,353.50
01/26/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/23		X	17,221.00	112,574.50
01/26/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/25		X	164.00	112,738.50
01/26/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/26		X	3,842.56	116,581.06
01/26/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/25		X	300.00	116,881.06
01/26/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep. Correction		X	0.04	116,881.10
01/26/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	444.04	117,325.14
01/26/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,381.14	119,706.28
01/26/2024	ACH	CalPERS	-split-	Health	11,089.77	X		108,616.51
01/26/2024	8629	CUSI	2000 - Accounts Payable		102.28			108,514.23
01/26/2024	8630	Sedaru, Inc.	2000 - Accounts Payable		16,128.00			92,386.23
01/29/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	247.04	92,633.27
01/29/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,378.03	94,011.30
01/29/2024	ACH	CalPERS	-split-	py pd 01-06-24...	3,669.99	X		90,341.31
01/29/2024	ACH	Nationwide Retirement	-split-	py pd 01-06-24...	2,019.39	X		88,321.92
01/30/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,826.51	90,148.43
01/30/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	1,289.69	91,438.12
01/31/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/29			4,924.38	96,362.50
01/31/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/31			739.37	97,101.87
01/31/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/31			1,369.19	98,471.06
01/31/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 1/29			256.00	98,727.06
01/31/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	580.00	99,307.06
01/31/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,836.10	101,143.16
01/31/2024	ACH	Aflac	*2020 - Payroll Liabilit...	712520	210.74	X		100,932.42

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Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/31/2024	ACH	Cardmember Service	8000 - Suspense	Jan. 2024	4,073.91	X		96,858.51
01/31/2024	ACH	Tampa Hardware 2	-split-	1-31-24	313.18			96,545.33
01/31/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Crandall	154.94	X		96,390.39
01/31/2024	8635	FGL Environmental I...	2000 - Accounts Payable		543.00			95,847.39
01/31/2024	8636	Hollister & Brace	2000 - Accounts Payable		5,718.50			90,128.89
01/31/2024	8637	Proven Print Services	2000 - Accounts Payable	Bus. Cards	313.17			89,815.72
01/31/2024	8638	Robert Lostutter	2000 - Accounts Payable		254.90			89,560.82
01/31/2024	8639	Sam Hill & Sons, Inc.	2000 - Accounts Payable	353 Santa Mon...	5,858.40			83,702.42
01/31/2024	8640	United Water Conser...	2000 - Accounts Payable	Well #WP-1	33.85			83,668.57
01/31/2024	8641	Miguel Zavalza	2000 - Accounts Payable		150.00			83,518.57

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Register: 1002 · Checking Pacific Western

From 02/01/2024 through 02/29/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
02/01/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		117.74	83,636.31
02/01/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		752.49	84,388.80
02/01/2024	8642	Amazon Capital Serv...	2000 - Accounts Payable		272.53		84,116.27
02/01/2024	8643	Southwest Inspection...	2000 - Accounts Payable		420.00		83,696.27
02/01/2024	8644	Underground Service...	2000 - Accounts Payable		18.75		83,677.52
02/02/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		479.00	84,156.52
02/02/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		1,207.56	85,364.08
02/05/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		2,457.98	87,822.06
02/05/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		3,528.22	91,350.28
02/06/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		2,259.09	93,609.37
02/06/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		2,486.75	96,096.12
02/06/2024	8647	Pacific Couriers	2000 - Accounts Payable		316.75		95,779.37
02/07/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/1		163.96	95,943.33
02/07/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/5		3,841.87	99,785.20
02/07/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/5		150.00	99,935.20
02/07/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/7		5,214.03	105,149.23
02/07/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		1,232.91	106,382.14
02/07/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		1,726.04	108,108.18
02/07/2024	ACH	CalPERS	-split-	py pd 01/20/24...	3,669.99		104,438.19
02/07/2024	ACH	Nationwide Retirement	-split-	py pd 01/20/24...	2,428.03		102,010.16
02/07/2024	8646	AWWA-California-...	2000 - Accounts Payable		501.00		101,509.16
02/07/2024	8648	Famcon Pipe and Su...	2000 - Accounts Payable		707.85		100,801.31
02/07/2024	8649	FGL Environmental I...	2000 - Accounts Payable		173.00		100,628.31
02/07/2024	8650	IVR Technology Gro...	2000 - Accounts Payable		103.86		100,524.45
02/07/2024	8651	805 Cleaning Services	2000 - Accounts Payable		300.00		100,224.45
02/07/2024	8652	Coastal Architects	2000 - Accounts Payable		3,990.00		96,234.45
02/07/2024		QuickBooks Payroll ...	-split-	Created by Pay...	20,956.16		75,278.29
02/07/2024	To Print	Carol J Dillon	-split-	Direct Deposit			75,278.29
02/07/2024	To Print	E.D. Brock	-split-	Direct Deposit			75,278.29
02/07/2024	To Print	Erica M Pena	-split-	Direct Deposit			75,278.29
02/07/2024	To Print	Erika F Davis	-split-	Direct Deposit			75,278.29
02/07/2024	To Print	Jesus Navarro	-split-	Direct Deposit			75,278.29
02/07/2024	To Print	Peter A. Martinez	-split-	Direct Deposit			75,278.29
02/08/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		1,254.32	76,532.61
02/08/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		7,797.58	84,330.19
02/08/2024	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...		150.75		84,179.44
02/08/2024	8653	CUSI	2000 - Accounts Payable		102.22		84,077.22
02/08/2024	8654	Michael K. Nunley ...	2000 - Accounts Payable		22,874.00		61,203.22
02/08/2024	8655	S.L. Leonard & Asso...	2000 - Accounts Payable		4,425.20		56,778.02
02/08/2024	8656	Smartcover Systems	2000 - Accounts Payable	Annual Fee for ...	7,644.00		49,134.02

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From 02/01/2024 through 02/29/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
02/08/2024	8657	CSDA	2000 - Accounts Payable	Annual Membe...	8,851.00		40,283.02
02/09/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/9		9,551.60	49,834.62
02/09/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/8		2,635.20	52,469.82
02/09/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/1		661.66	53,131.48
02/09/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/9		1,369.49	54,500.97
02/09/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		763.54	55,264.51
02/09/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		5,335.01	60,599.52
02/09/2024	ACH	ACWA/JPLA Health ...	5 - Salaries & Benefits:...	0701871	828.77		59,770.75
02/09/2024	ACH	QB:DEPOSIT	1200 - Accounts Recei...	Pac West Adjust	0.30		59,770.45
02/09/2024	Dep	QB:DEPOSIT	1200 - Accounts Recei...	Correction	0.20		59,770.25
02/09/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/8	400.00		59,370.25
02/09/2024	8658	CUSI	2000 - Accounts Payable		102.16		59,268.09
02/09/2024	8659	XIO, Inc.	2000 - Accounts Payable		1,095.00		58,173.09
02/09/2024	8660	McGillivray Constru...	2000 - Accounts Payable	Charges for 12-...	243,676.17		-185,503.08
02/09/2024	8661	PHWA	2000 - Accounts Payable		71,956.74		-257,459.82
02/12/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		1,958.64	-255,501.18
02/12/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		2,863.46	-252,637.72
02/13/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		934.87	-251,702.85
02/13/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		1,033.02	-250,669.83
02/13/2024	ACH	AT & T	6 - Administrative Exp...	2-1-24	895.13		-251,564.96
02/13/2024	ACH	Spectrum	6 - Administrative Exp...	Internet 2-1-24	412.64		-251,977.60
02/13/2024	8662	A to Z Law, LLP	2000 - Accounts Payable		1,620.00		-253,597.60
02/13/2024	8663	Great American Fina...	2000 - Accounts Payable		163.82		-253,761.42
02/13/2024	8664	S.L. Leonard & Asso...	2000 - Accounts Payable		3,944.39		-257,705.81
02/13/2024	8665	SSBP	2000 - Accounts Payable		6,303.73		-264,009.54
02/13/2024	8666	Building Block Enter...	2000 - Accounts Payable	Two Presentati...	1,495.00		-265,504.54
02/14/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/12		14,014.48	-251,490.06
02/14/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/9		5,980.59	-245,509.47
02/14/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/12		9,598.03	-235,911.44
02/14/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/14		204.63	-235,706.81
02/14/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		1,525.36	-234,181.45
02/14/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		2,668.26	-231,513.19
02/14/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Correction	5.00		-231,518.19
02/14/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Sypher	204.63		-231,722.82
02/15/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		150.00	-231,572.82
02/15/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		2,970.77	-228,602.05
02/15/2024	ACH	Pacific Western	6 - Administrative Exp...	Analysis Fee	192.46		-228,794.51
02/15/2024	ACH	Vanco Chrg	6 - Administrative Exp...	Vanco Fee	90.85		-228,885.36
02/16/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/16		11,324.29	-217,561.07
02/16/2024	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 2/14		150.00	-217,411.07

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From 02/01/2024 through 02/29/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
02/16/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/8		897.41	-216,513.66
02/16/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		485.17	-216,028.49
02/16/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		3,033.14	-212,995.35
02/16/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Pac West Draft		91,140.78	-121,854.57
02/16/2024	WIRE	QB:DEPOSIT	1200 - Accounts Recei...	Wire Transfer f...		200,000.00	78,145.43
02/16/2024	ACH	So. California Edison...	2 - Sewer System Expe...	2-13-24	1,515.65		76,629.78
02/16/2024	ACH	So. California Edison...	2 - Sewer System Expe...				76,629.78
02/16/2024	ACH	So. California Edison...	2 - Sewer System Expe...		1,088.36		75,541.42
02/16/2024	8667	Badger Meter	2000 - Accounts Payable		1,835.40		73,706.02
02/16/2024	8668	EJ Harrison & Sons, ...	2000 - Accounts Payable		51,690.54		22,015.48
02/16/2024	8669	Standard Plumbing S...	2000 - Accounts Payable		74.49		21,940.99
02/16/2024	8670	Traffic Technologies ...	2000 - Accounts Payable		81.94		21,859.05
02/16/2024	8671	Wex Bank	2000 - Accounts Payable		990.82		20,868.23
02/20/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		2,983.76	23,851.99
02/20/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		33,080.61	56,932.60
02/20/2024	ACH	CalPERS	-split-		11,089.77		45,842.83
02/20/2024	8670	Port Hueneme Marin...	2000 - Accounts Payable	VOID:			45,842.83
02/20/2024	8673	Bruce Sneed	2000 - Accounts Payable	Replacement b...	50.00		45,792.83
02/20/2024	8674	Proven Print Services	2000 - Accounts Payable	Blue/Red Billin...	1,505.79		44,287.04
02/20/2024	8675	FGL Environmental L...	2000 - Accounts Payable		173.00		44,114.04
02/21/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/20		25,837.91	69,951.95
02/21/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/21		11,383.13	81,335.08
02/21/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		792.67	82,127.75
02/21/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		2,805.31	84,933.06
02/21/2024	WIRE	QB:DEPOSIT	1200 - Accounts Recei...	Wire Transfer f...		185,149.07	270,082.13
02/21/2024	ACH	CalPERS	-split-	Py pd 02-03-24...	3,669.99		266,412.14
02/21/2024	ACH	Nationwide Retirement	-split-	Py pd 02-03-24...	2,547.80		263,864.34
02/21/2024	ACH	So. California Edison...	2 - Sewer System Expe...	2-14-24	429.26		263,435.08
02/21/2024	ACH	SCE- Office	4 - Maintenance Expen...	2-20-24	4.10		263,430.98
02/21/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Huston	247.25		263,183.73
02/21/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Frazee	256.60		262,927.13
02/21/2024	8676	PHWA	2000 - Accounts Payable		68,615.35		194,311.78
02/21/2024	8677	Pitney Bowes Inc.	2000 - Accounts Payable	12-30-23 to 3-...	527.02		193,784.76
02/21/2024	8678	CUSI	2000 - Accounts Payable		21.00		193,763.76
02/21/2024	8679	FGL Environmental L...	2000 - Accounts Payable		173.00		193,590.76
02/21/2024		QuickBooks Payroll ...	-split-	Created by Pay...	21,221.49		172,369.27
02/21/2024	To Print	Carol J Dillon	-split-	Direct Deposit			172,369.27
02/21/2024	To Print	E.D. Brock	-split-	Direct Deposit			172,369.27
02/21/2024	To Print	Erica M Pena	-split-	Direct Deposit			172,369.27
02/21/2024	To Print	Erika F Davis	-split-	Direct Deposit			172,369.27

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Register: 1002 · Checking Pacific Western

From 02/01/2024 through 02/29/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
02/21/2024	To Print	Peter A. Martinez	-split-	Direct Deposit			172,369.27
02/21/2024	To Print	Jesus Navarro	-split-	Direct Deposit			172,369.27
02/22/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	2-21-24 Depos...		10.00	172,379.27
02/22/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		1,263.85	173,643.12
02/22/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		4,790.55	178,433.67
02/23/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		389.19	178,822.86
02/23/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		4,097.59	182,920.45
02/23/2024	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...		50.25		182,870.20
02/26/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Penturf	269.29		182,600.91
02/27/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		387.64	182,988.55
02/27/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		947.59	183,936.14
02/27/2024	ACH	Cardmember Service	8000 - Suspense	3-24	4,660.36		179,275.78
02/27/2024	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...		67.00		179,208.78
02/27/2024	8681	Diener's Electric, Inc.	2000 - Accounts Payable		752.50		178,456.28
02/27/2024	8682	Ferguson Enterprises...	2000 - Accounts Payable		486.99		177,969.29
02/27/2024	8683	Hollister & Brace	2000 - Accounts Payable		4,186.00		173,783.29
02/27/2024	SSBP 02-...		6 - Administrative Exp...	Void ck#8464 ...	*	6,985.00	180,768.29
02/27/2024	SSBP 02-...		6 - Administrative Exp...	Void ck#8167 ...	*	1,345.00	182,113.29
02/27/2024	SSBP 02-...		6 - Administrative Exp...	Void ck#8283 ...	*	10,637.50	192,750.79
02/27/2024	SSBP 02-...		5 - Salaries & Benefits:...	Void ck#8279 ...	*	283.10	193,033.89
02/27/2024	SSBP 02-...		8000 - Suspense	Void ck#8386 ...	*	153,065.63	346,099.52
02/27/2024	SSBP 02-...		6 - Administrative Exp...	Void ck#8400 ...	*	10,183.90	356,283.42
02/27/2024	SSBP 02-...		6 - Administrative Exp...	Void ck#8403 ...	*	1,142.84	357,426.26
02/27/2024	SSBP 02-...		5 - Salaries & Benefits:...	Void ck#8415 ...	*	473.58	357,899.84
02/28/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/28		9,307.14	367,206.98
02/28/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/28		1,129.76	368,336.74
02/28/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/26		19,418.44	387,755.18
02/28/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/26		19,785.58	407,540.76
02/28/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2-28		160.00	407,700.76
02/28/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		672.26	408,373.02
02/28/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		2,356.71	410,729.73
02/28/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/28	160.00		410,569.73
02/28/2024	8684	McGillivray Constru...	2000 - Accounts Payable	Adjusted Pymt ...	205,033.61		205,536.12
02/29/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		436.63	205,972.75
02/29/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		756.78	206,729.53
02/29/2024	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...		50.25		206,679.28
02/29/2024	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...		50.25		206,629.03
02/29/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	correction	0.50		206,628.53

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING, January 9, 2024

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

President Brewer called the meeting to order at 5:00 P.M. In attendance, Vice President Lebow, Director Debley, Director Nast, General Manager, Peter Martinez, General Counsel, Dennis McNulty, Clerk of the Board, Erika Davis, Office Manager, CJ Dillon, and Operations Manager Jesus (Chuy) Navarro.

Director Bouchard was absent.

B. PUBLIC COMMENTS:

Senior Deputy Sheriff Sherif said that the Sheriffs Community Event went well and was well attended. Senior Deputy Sheriff Sherif also reminded everyone to lock up valuables because crimes of opportunity are responsible for much of the crime in the community.

C. CONSENT CALENDAR:

Director Debley made the motion to approve the Consent Calendar. Vice President Lebow seconded the motion. The motion passed.

ROLL CALL VOTE:

Brewer: YES, Lebow: YES, Debley: YES, Nast: YES 4 - Yes 0 -No

D. ACTION CALENDAR:

1. AUTHORIZATION FOR GENERAL MANAGER TO APPROVE A 3 – YEAR AGREEMENT FOR AN ASSET AND OPERATIONAL MANAGEMENT PROGRAM AND RELATED SUPPORT SERVICES WITH ELEMENTS XS (NOVOTX).

5:12 p.m. Director Bouchard joined the meeting.

General Manager Martinez said that Sedaru, the current Asset and Operational Management program was acquired by another company and will no longer be supported as of June 2024. The recommendation is to authorize the General Manager to execute a 3 -Year Agreement with Elements XS (Novotx) for an Asset and Operational Management Program to replace Sedaru. There was no public comment.

President Brewer made the motion to approve Staff's recommendation. Director Nast seconded the motion. The motion passed.

ROLL CALL VOTE:

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

E. INFORMATION CALENDAR:

1. Report from Board Members for any meeting or conference where compensation for attendance was received.

None.

F. BOARD MEMBER COMMENTS:

Vice President Lebow wished everyone a Happy New Year. Vice President Lebow suggested that we provide sandbags for community residents.

Director Nast wished everyone a Happy New Year. Director Nast asked for more information on State wastewater testing.

Director Debley asked that there be some research done on where the bed tax goes and exactly what it funds.

President Brewer stated that three of the homes she manages were affected by the recent floods.

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

General Counsel had no comment.

General Manager Martinez said the latest building update was that they started framing and the four walls were put up.

General Manager Martinez reported that the California Class savings account is performing well.

The Board Meeting adjourned at 5:22 p.m.

Kristina Brewer, President



Board of Directors:

KRISTINA BREWER, President
MICHAEL LEBOW, Vice President
JARED BOUCHARD, Director
SEAN DEBLEY, Director
BOB NAST, 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

Regular Board Meeting, March 12, 2024

To: Board of Directors
From: Pete Martinez, *General Manager*
Subject: Supervisory Control and Data Acquisition (SCADA) Service Agreement with XiO Inc. (2-year term)
Item: D-1

RECOMMENDATION:

1. Consider and approve Service Agreement with XiO, Inc. (XiO) to provide cloud based Supervisory Control and Data Acquisition (SCADA) monitoring and control services at seven sewer stations throughout the District service area in the amount of \$30,324 for a two-year term.

FINANCIAL IMPACT: There is sufficient funding in the FY 2023-2024 Operating Budget - Sewer System Expenses (Telemetry) budget to fund this agreement with XiO Inc.

BACKGROUND:

In 2018, the District purchased and installed the XiO cloud-based SCADA monitoring and control systems at all seven (7) sewer stations throughout the District. This has allowed District staff to remotely monitor and control the pumps and wet well levels at the individual stations. Additionally, this XiO SCADA system notifies the operations staff of any alarm conditions at the site. Alarm notifications are sent via SMS text and email to the District operations staff. In addition to remote monitoring, controlling, and alarm notification, XiO also has the capability of producing comprehensive reports that can include; pump hours, volume of water pumped in gallons, electricity used, etc. This data can be viewed and organized by any authorized District operator on the secure XiO website.

DISCUSSION:

The proposed Service Agreement with XiO Inc. includes providing access and use of the XiO platform to the District for an initial term of 2 years, and thereafter automatically renewing for successive 1-year terms. In 2018, the District purchased the XiO hardware in the amount of \$150,576 for all 7 sewer stations. Currently we pay \$13,140 annually for the XiO platform and service. The proposed agreement with XiO is for an annual amount of \$16,662 in year 1 and \$13,662 in year 2. The average annual cost over the two-year contract term is \$15,162.

ATTACHMENTS:

1. XiO Service Agreement

XiO Service Agreement

This XiO Service Agreement is made between XiO, Inc. at 100 Smith Ranch Road, San Rafael, CA 94903 ("Vendor" or "XiO") and Channel Islands Beach CSD at 353 Santa Monica Dr, Oxnard, CA 93035 ("Customer"), with an effective date of 03/05/2024 (the "Effective Date") and forms part of the Agreement as defined in the attached XiO General Terms and Conditions.

Subject to the terms and conditions of this Agreement, XiO will provide the goods and/or services for the payments and on the other terms each as are set forth in the "Channel Islands Beach CSD v.1.5" document attached as Attachment 1 (the "Proposal"). The Start Date of the Subscription Term will be the first day of the first full calendar month immediately following the date on which all Professional Services necessary to implement Customer's Subscription account and Platform access have been completed.

XiO Service Agreement Acceptance

By signing below, Customer agrees to purchase the products and services indicated above on the terms and conditions contained in the Agreement

XiO, INC.:	Channel Islands Beach CSD :
Signature: 	Signature:
Name: Colin Bunyard	Name:
Title: VP of Sales, XiO Inc.	Title:

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Acuity Hub Operations Management for Channel Islands Beach CSD

Version: 1.5

Publish Date: March 5, 2024

1 Proposal

XiO, Inc. (XiO) is pleased to supply this Proposal for Channel Islands Beach CSD .

1.1 Synopsis

Migration of Assets, Inputs, and Control to the Acuity Hub.

1.2 Monitored Assets (27)

FIU Name	Soft Device
FIU-1: Hueneme Station Pumps	Wet Well from Customer Pressure Sensor (Gauge)
FIU-1: Hueneme Station Pumps	Pump 1
FIU-1: Hueneme Station Pumps	Pump 2
FIU-11: Los Robles Station Pumps	Los Robles Station Booster Pump 2
FIU-11: Los Robles Station Pumps	Los Robles Station Wet Well from SEALED GAUGE Submersible Pressure Sensor
FIU-11: Los Robles Station Pumps	Los Robles Station Booster Pump 1
FIU-13: B Station Pumps	B Station Booster Pump 2
FIU-13: B Station Pumps	B Station Wet Well from SEALED GAUGE Submersible Pressure Sensor
FIU-13: B Station Pumps	B Station Booster Pump 1
FIU-15: Meter Site	Water Meter
FIU-15: Meter Site	Fox Canyon Water Meter
FIU-15: Meter Site	Input Pressure
FIU-15: Meter Site	Output Pressure
FIU-15: Meter Site	Chlorine Residual
FIU-15: Meter Site	Well Pump Electrical Current
FIU-3: Hollywood Station Pumps	Hollywood Station Booster Pump 2
FIU-3: Hollywood Station Pumps	Wet Well (Customer Supplied Sensor)
FIU-3: Hollywood Station Pumps	Hollywood Station Booster Pump 1
FIU-5: Panama Station Pumps	Panama Station Booster Pump 2
FIU-5: Panama Station Pumps	Panama Station Wet Well from SEALED GAUGE Submersible Pressure Sensor
FIU-5: Panama Station Pumps	Panama Station Booster Pump 1
FIU-7: A Station Pumps	A Station Booster Pump 2
FIU-7: A Station Pumps	A Station Wet Well from SEALED GAUGE Submersible Pressure Sensor
FIU-7: A Station Pumps	A Station Booster Pump 1
FIU-9: H Station Pumps	H Station Booster Pump 2
FIU-9: H Station Pumps	H Station Wet Well from SEALED GAUGE Submersible Pressure Sensor
FIU-9: H Station Pumps	H Station Booster Pump 1

1.3 Additional Inputs (16)

FIU Name	Soft Device
FIU-10: H Station UPS	ISOLATED Low Float
FIU-10: H Station UPS	ISOLATED High Float
FIU-12: Los Robles Station UPS	ISOLATED Low Float
FIU-12: Los Robles Station UPS	ISOLATED High Float
FIU-13: B Station Pumps	ISOLATED B Station Wet Well Outflow Rate
FIU-14: B Station UPS	ISOLATED Low Float
FIU-14: B Station UPS	ISOLATED High Float
FIU-2: Hueneme Station UPS and Floats	ISOLATED Low Float
FIU-2: Hueneme Station UPS and Floats	ISOLATED High Float
FIU-4: Hollywood Station UPS	ISOLATED Low Float
FIU-4: Hollywood Station UPS	ISOLATED High Float
FIU-6: Panama Station UPS	ISOLATED Low Float
FIU-6: Panama Station UPS	ISOLATED High Float
FIU-7: A Station Pumps	ISOLATED A Station Wet Well Outflow Rate
FIU-8: A Stations UPS	ISOLATED Low Float
FIU-8: A Stations UPS	ISOLATED High Float

1.4 Controlled Outputs (14)

FIU Name	Soft Device
FIU-1: Hueneme Station Pumps	Pump 1
FIU-1: Hueneme Station Pumps	Pump 2
FIU-11: Los Robles Station Pumps	Los Robles Station Booster Pump 2
FIU-11: Los Robles Station Pumps	Los Robles Station Booster Pump 1
FIU-13: B Station Pumps	B Station Booster Pump 2
FIU-13: B Station Pumps	B Station Booster Pump 1
FIU-3: Hollywood Station Pumps	Hollywood Station Booster Pump 2
FIU-3: Hollywood Station Pumps	Hollywood Station Booster Pump 1
FIU-5: Panama Station Pumps	Panama Station Booster Pump 2
FIU-5: Panama Station Pumps	Panama Station Booster Pump 1
FIU-7: A Station Pumps	A Station Booster Pump 2
FIU-7: A Station Pumps	A Station Booster Pump 1
FIU-9: H Station Pumps	H Station Booster Pump 2

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FIU Name	Soft Device
FIU-9: H Station Pumps	H Station Booster Pump 1

1.5 Disabled and Not Displayed Soft Devices (34)

FIU Name	Soft Device
FIU-1: Hueneme Station Pumps	Wet Well Outflow Water Meter
FIU-1: Hueneme Station Pumps	Barometric Pressure ABSOLUTE
FIU-10: H Station UPS	Intrusion Switch
FIU-10: H Station UPS	UPS Battery Charge Output
FIU-10: H Station UPS	UPS Power or Voltage Sense Output
FIU-10: H Station UPS	UPS Battery Relay
FIU-11: Los Robles Station Pumps	Los Robles Station Wet Well Outflow Rate
FIU-12: Los Robles Station UPS	Intrusion Switch
FIU-12: Los Robles Station UPS	UPS Battery Charge Output
FIU-12: Los Robles Station UPS	UPS Power or Voltage Sense Output
FIU-12: Los Robles Station UPS	UPS Battery Relay
FIU-14: B Station UPS	Intrusion Switch
FIU-14: B Station UPS	UPS Battery Charge Output
FIU-14: B Station UPS	UPS Power or Voltage Sense Output
FIU-14: B Station UPS	UPS Battery Relay
FIU-2: Hueneme Station UPS and Floats	Intrusion Switch
FIU-2: Hueneme Station UPS and Floats	UPS Battery Charge Output
FIU-2: Hueneme Station UPS and Floats	UPS Power or Voltage Sense Output
FIU-2: Hueneme Station UPS and Floats	UPS Battery Relay
FIU-3: Hollywood Station Pumps	Hollywood Station Wet Well Outflow Rate
FIU-4: Hollywood Station UPS	Intrusion Switch
FIU-4: Hollywood Station UPS	UPS Battery Charge Output
FIU-4: Hollywood Station UPS	UPS Power or Voltage Sense Output
FIU-4: Hollywood Station UPS	UPS Battery Relay
FIU-5: Panama Station Pumps	Panama Station Wet Well Outflow Rate
FIU-6: Panama Station UPS	Voltage Phase Monitor
FIU-6: Panama Station UPS	UPS Battery Charge Output
FIU-6: Panama Station UPS	UPS Power or Voltage Sense Output

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FIU Name	Soft Device
FIU-6: Panama Station UPS	UPS Battery Relay
FIU-8: A Stations UPS	Intrusion Switch
FIU-8: A Stations UPS	UPS Battery Charge Output
FIU-8: A Stations UPS	UPS Power or Voltage Sense Output
FIU-8: A Stations UPS	UPS Battery Relay
FIU-9: H Station Pumps	ISOLATED H Station Wet Well Outflow Rate

1.6 Scope of Supply

Recurring Services

Description	Details
<p>XiO ACUITY Hub operations management platform <i>Monitored Assets and Inputs with a full suite of software tools and data management</i></p>	<p>27 x Asset, Monitored 16 x Additional Inputs</p>
<p>XiO Control Services <i>Automated and remote control of devices</i></p>	<p>14 x Controlled Outputs</p>
<p>XiO Cellular Service <i>Cellular Internet Service managed by XiO</i></p>	<p>8 x Cellular Internet Service</p>

1.7 Pricing

Hardware		
XiO Hardware	\$0.00	
3rd Party Hardware	\$0.00	
Hardware Subtotal		\$0.00
Non-Recurring Services		
Premium Technical Support (15 support points)	\$3,000.00	
Services Subtotal		\$3,000.00
Subscription Fee Detail		
Annual Subscription Fee (Includes Standard Support)	\$20,160.00	
Annual Escalation Adjustment	\$0.00	
Annual Subscription Fee Discount	(\$6,498.00)	
Subscription Fee at Start Date (1 year paid up front)		\$13,662.00

Summary of Up Front Fees	
Services Subtotal	\$3,000.00
Subscription Fee at Start Date (1 year paid up front)	\$13,662.00
Total Up Front Fees	\$16,662.00

1.8 Payment Terms

Subscription Fees Vendor will invoice the Subscription Fee at Start Date indicated above on the Start Date payable on net30 terms. Except where it is indicated above that Customer is prepaying for Subscription Fees for all years of the Subscription Term, (i) the Subscription Fee at Start Date indicated above is for the first year only and Vendor reserves the right each subsequent year of the Subscription Term to increase the then annual recurring fee by an amount equal to the then year-over-year percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982/1984 = 100 reference base prepared by the U.S. Department of Labor plus 1.5 percentage points, not to exceed a 5.5% increase. For example, if the CPI year-over-year increase were 2%, then the maximum fee increase would be a 3.5% increase to the then recurring annual fee.

Special Terms.

1. The Start Date will be 4/1/2024 and the Subscription Fees for the first year of the Subscription will be invoiced on the Start Date due net 30.

Premium Technical Support

XiO will invoice on the Start Date. Payment terms are Net 30.

1.9 Scope of Services; Term

Such services will include providing access and use of the Platform to Customer for a Subscription Term commencing on the Start Date, continuing for an **Initial Term of 2 years**, and thereafter automatically renewing for successive 1 year terms absent an election not to renew in accordance with Section 2 of Exhibit B - Platform Terms and Conditions. Except as otherwise stated in the Special Terms above, the Start Date of the Subscription Term will be the first day of the first full calendar month immediately following the date on which all Professional Services necessary to implement Customer's Subscription account and Platform access have been completed.

End XiO Proposal

EXHIBIT A: XiO General Terms and Conditions

These XiO General Terms and Conditions (these “**General Terms**”) govern the provision by XiO, Inc. (“**Vendor**” or “**XiO**”) of goods and/or services to Customer as described in one or more Orders. All Orders, together with these General Terms and all attachments to, and ancillary terms incorporated into, the foregoing form a binding master agreement between Vendor and Customer (collectively, the “**Agreement**”). The Agreement is effective as of the effective date of the initial Order to which these General Terms are attached or that reference being subject to these General Terms. Capitalized terms used in these General Terms, but not defined herein have the meaning given to them elsewhere in the Agreement.

1. **Definitions.**

- 1.1 “**Affiliate**” means, as to a party, an entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that party.
- 1.2 “**Confidential Information**” means all technical, business, financial, and other information, in whatever form (including written, oral, visual, paper, electronic, narrative, and graphic), that a party discloses to the other party in relation to this Agreement except information that (i) is or becomes publicly available other than as a result of disclosure by the receiving party in violation of this Agreement or any other legal, contractual or fiduciary obligation; (ii) is or was independently developed by personnel of the receiving party without access to or use of any Confidential Information of the other party (as defined without regard to this exception); (iii) is or becomes available to the receiving party on a non-confidential basis from a source (other than the disclosing party) that is not prohibited from disclosing such information to the receiving party by any legal, contractual or fiduciary obligation; or (iv) is information that was already known by the receiving party, so long as the receiving party can prove that such information had been in the receiving party’s possession prior to receipt of the Confidential Information by the receiving party.
- 1.3 “**Customer**” means the entity or person indicated as the procuring party on the initial Order.
- 1.4 “**Customer Data**” has the meaning given it in Exhibit B – Platform Terms and Conditions.
- 1.5 “**Customer Information**” means information made available to Vendor or its representatives by or on behalf of Customer in connection with this Agreement including in the context of Professional Services and including Customer Data.
- 1.6 “**De-identified Data**” means Customer Information that is aggregated with other information of Vendor’s customers or that has been de-identified.
- 1.7 “**Deliverables**” means reports, analyses, and other work product delivered by Vendor pursuant to an Order for the provision of Professional Services that constitutes Customer Information or that is unique and specific to Customer.
- 1.8 “**Hardware**” means tangible goods sold by Vendor to Customer pursuant to an Order.
- 1.9 “**Order**” means an initial or any subsequent Vendor proposal, Statement of Work, quotation, Service Agreement, Engagement Terms, or similar ordering document prepared by Vendor that is signed by the parties and provides for one or more of the sale of Hardware, the provision of Professional Services, or Subscription(s) and that references these General Terms or is otherwise entered into by the parties in relation to this Agreement.
- 1.10 “**Platform**” has the meaning given it in Exhibit B – Platform Terms and Conditions.
- 1.11 “**Professional Services**” means consulting, design, analysis, assessments, evaluations, verification, installation, commissioning, implementation, support, management, training, configuration, and other professional services (and excluding for the avoidance of doubt, access or use of the Platform) provided by or on behalf of Vendor to Customer pursuant to the Agreement as further described in the applicable Order.
- 1.12 “**Professional Services Fees**” mean the fees payable to Vendor in consideration of Professional Services as provided in the applicable Order.
- 1.13 “**Services**” means collectively, Professional Services and the provision of access to and use of the Platform in relation to this Agreement.
- 1.14 “**Statement of Work**” means a written proposal or other document prepared by Vendor and executed by the parties that describes the nature and scope of Professional Services and any Hardware and/or Subscriptions to be sold or otherwise provided by Vendor to Customer and that may include, as applicable, related compensation, expense reimbursement, and other terms and conditions relating thereto. A Statement of Work may be attached to and form part of an Order or serve as a stand-alone Order.
- 1.15 “**Vendor**” means XiO, Inc.
- 1.16 “**XiO Hardware**” means Hardware that is proprietary to Vendor or is Vendor-branded Hardware.

2. General Payment Terms.

2.1 Unless as otherwise specified in the applicable Order, all payments are due net 90 days from the date of invoice. Customer hereby procures the Services and Hardware and shall pay the amounts on the terms set forth in each Order in accordance with this Agreement. All sales of Services and Hardware are final and related payments are non-refundable except to the extent otherwise expressly provided in the Agreement. Any credit extended by Vendor and the limits of the credit, are at Vendor's sole discretion, and may be reduced or terminated by Vendor at any time, for any reason. A late charge is payable on all overdue balances while outstanding at the rate of the lesser of 1.5% monthly and the highest rate allowed by law. Vendor may defer delivery of Hardware ordered and/or suspend the provision of Services until all such overdue amounts are paid. All payments must be paid in U.S. Dollars. Except as otherwise specified in this Agreement, (i) all fees are exclusive of, and Customer is responsible for, applicable foreign, federal, state, and local sales, use, excise, value added, export, customs, duties and other governmental fees or levies or other applicable taxes, other than taxes on the net income of Vendor, (ii) Customer shall pay or reimburse Vendor for any such taxes and fees paid by Vendor, and (iii) Vendor may add any such taxes to invoices submitted to Customer by Vendor. Vendor shall be entitled to recover from Customer any costs incurred in collecting any amount past due under this Agreement, including reasonable attorneys' fees. Customer may make no offset for any amounts due regardless of the justification for the intended offset. Any good faith invoice disputes must be brought by Customer within thirty (30) days of receipt, otherwise Customer waives the dispute. Additional Hardware and Services not within the scope of an Order are subject to additional fees at Vendor's then-current rates or as mutually agreed by the parties.

3. Orders.

3.1 All Orders and amendments and attachments thereto are hereby incorporated into this Agreement upon their execution by the parties. Any Customer purchase order or similar purchasing document issued by any entity other than Vendor is subject to and incorporates these General Terms and will be valid only for the purpose of identifying this Agreement and the items and quantities ordered. Any other terms and conditions included in such purchasing document that conflict with, vary, or supplement the terms in this Agreement are void and will be of no effect, even if Vendor otherwise accepts the purchase order. In the event of a conflict between these General Terms and an Order, these General Terms will control. Vendor's failure to object to Customer terms and conditions contained in any Order or other document from Customer will not be construed as a waiver of the foregoing nor an acceptance of any such terms and conditions.

4. Platform Terms and Conditions

4.1 Access to and use of the Platform is subject to the additional terms and conditions in the Platform Terms and Conditions (also referred to as the "**Platform Terms**").

5. Professional Services

5.1 **Engagement; Cooperation.** Customer hereby engages Vendor to perform the Professional Services of the scope and on the terms described in Orders specifying the provision of Professional Services and Customer agrees to reasonably cooperate with the performance of such Professional Services.

5.2 **Professional Services Fees and Terms.** Except as otherwise provided in the applicable Order, (i) Professional Services and related reimbursable expenses will be invoiced monthly in arrears or, for brief engagements, at completion, at Vendor's option, (ii) any total fee amount communicated in connection with a time and materials-based project is an estimate only and not a guarantee that the Professional Services will be completed for such total fee amount, and (iii) Customer shall obtain and pay for all state and local permits and approvals legally required of Customer to receive the Hardware and Services and Vendor may suspend the provision of Professional Services pending receipt of such permits and approvals. In the event of an early termination of Professional Services (to the extent permitted by the Agreement), Vendor shall invoice and Customer shall pay all Professional Services Fees for Professional Services provided up to the effective date of termination of the applicable Order plus reasonable shutdown fees, if any, incurred by Vendor. Professional Services are limited to the scope and planned Deliverables as are set forth in the applicable Order, which do not include all design, installation, use, or maintenance considerations for Customer's systems generally.

5.3 **Change Orders.** If Customer or Vendor requests a change in the scope or other terms of Professional Services to be provided (excluding Standard and Premium Technical Support), the parties shall promptly meet to discuss the proposed changes. Once any changes are tentatively agreed, if

at all, Vendor will prepare and deliver for Customer's review and approval a change order describing the proposed changes including any changes in fees and expenses (each, a "**Change Order**"). Change Orders are not binding unless and until they are executed by both parties. Upon their execution, Change Orders will be deemed part of, and subject to, this Agreement. If the parties disagree about the proposed changes, the parties shall, at the request of either party, promptly escalate the change request to their respective senior management officers for resolution.

- 5.4 **Professional Services Warranty.** Vendor warrants to Customer that Vendor will perform Professional Services in a professional manner consistent with industry standards and that it will deliver Deliverables substantially conforming to those specified to be delivered in the applicable Order. Customer's remedy for Vendor's breach of the foregoing warranty is as follows: Customer must provide Vendor with a detailed written description of the non-conforming Deliverables and their claimed non-conformity within ten (10) days from the date of delivery of the Deliverables or Professional Services claimed to be non-conforming, Vendor shall promptly review and confer with Customer regarding such written claims and, for those claims that Vendor accepts as valid following an inquiry in good faith, Vendor shall promptly and at its expense, use commercially-reasonable efforts to re-perform the non-conforming Professional Services. If no written rejection is given to Vendor by Customer within ten (10) days following such re-performance, the Deliverables and/or Professional Services as re-performed will be deemed accepted by Customer. If Vendor determines, in its sole discretion, that it is not commercially feasible to re-perform non-conforming Professional Services so as to be conforming, then Vendor shall refund amounts paid by the Customer for the non-conforming Professional Services. To the extent Vendor disagrees with Customer's notice of non-conformance, the parties shall, at the written request of Customer, escalate the matter to their respective senior management. This Section constitutes Customer's sole remedy and Vendor's sole obligation with respect to a breach of the foregoing Professional Services warranty.
- 5.5 **Insurance Coverage.** In respect of Professional Services, Vendor shall maintain insurance policies and coverages as follows: Worker's Compensation Insurance insuring Vendor's liability under the worker's compensation and occupational disease laws of the state where Professional Services are performed with at least the coverage required by law; Commercial General Liability Insurance with coverage on an "occurrence" basis with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; in each case to insure Vendor for Professional Services performed under an Order; and Insurance for operations of all hired and non-owned vehicles with limits for each accident of \$1,000,000 combined single limit with respect to bodily injury, death and property damage. Vendor shall provide a current certificate of insurance to Customer upon request.
- 5.6 **Termination of Professional Services.** Excluding Standard and Premium Technical Support, either party may terminate Professional Services (i) in the event of material breach by the other party with notice and thirty (30) days' opportunity to cure (or 10 days for failure to pay Professional Services Fees or reimburse expenses not disputed in good faith) or (ii) in accordance with the termination provisions of the applicable Order.
6. **Sale of Hardware.**
- 6.1 **Hardware Purchase Terms.** Except as otherwise specified in the applicable Order, (i) Hardware prices are F.O.B. origin, freight prepaid to the destination specified in the Order and added to the invoice and (ii) Vendor will invoice sales of Hardware at the time of their shipment. Title and risk of loss pass to Customer upon tender of shipment to the carrier. Customer must make any good faith claim for shipment shortfall or damage within five (5) days of receipt of shipment; otherwise, Customer waives such claim as to such Order.
- 6.2 **Hardware Warranties.** All XiO Hardware is warranted in accordance with and is sold subject to the Hardware limited warranty found on Vendor's website (the "**Limited Warranty**"), currently at <http://xiowatersystems.com/warranty>. The remedies provided in the Limited Warranty constitute Customer's sole remedies and Vendor's sole obligations with respect to a breach of the Limited Warranty. The Limited Warranty is made expressly subject to the terms and conditions of this Agreement including Section 14 below. Hardware other than XiO Hardware sold by XiO to Customer is sold subject to the Hardware manufacturer's applicable warranty, if any, on a passthrough basis and is otherwise sold "AS-IS" by Vendor.
7. **Ownership; Proprietary Rights.**
- 7.1 **The Services and XiO Hardware.** Except as otherwise expressly provided in the applicable Order referencing this Section 7.1, the Services, Deliverables, and all ideas, know-how, processes, software, documentation, information, drawings, documents, designs, models, inventions, copy-rightable material, and other tangible and intangible materials authored, prepared, created, made,

developed, delivered, conceived, or reduced to practice, in whole or in part, by Vendor in relation to this Agreement (collectively, the “**Works**”) and all copyrights, patent rights, trade secrets, trademarks, moral rights, and all other proprietary and intellectual property rights throughout the world in each of the foregoing (collectively, “**Intellectual Property Rights**”) are and will remain the sole and exclusive property of Vendor. As between Vendor and Customer, each party retains all of its rights to its trademarks, logos, trade names, and service marks, website(s), technologies, patents, copyrights, trade secrets, and other intellectual property, and proprietary rights. Without limiting the generality of the foregoing, Vendor shall at all times solely and exclusively own (i) all rights, title, and interest in and to the Platform and content therein (excluding Customer Data), the Professional Services, De-identified Data, and any and all improvements, enhancements, derivative works, and extensions thereof, and all Intellectual Property Rights therein and (ii) all Intellectual Property Rights in XiO Hardware. No implied licenses are granted. All rights not expressly granted to Customer in this Agreement are reserved to Vendor.

- 7.2 **Use of Information.** Customer hereby consents to Vendor’s use of Customer Information as required or permitted by this Agreement and for exercising and enforcing Vendor’s rights under this Agreement, including generating De-identified Data from Customer Information.
- 7.3 **Feedback.** Customer hereby grants XiO a perpetual, royalty-free, worldwide right to use any information, suggestions, bug reports and fixes, and ideas provided by or on behalf of Customer to XiO for enhancements, modifications, and other feedback regarding the Services, Hardware, or any other XiO product or service.
8. **Customer Cooperation.** Customer shall provide reasonable cooperation to Vendor in Vendor’s performance of Vendor’s obligations under this Agreement.
9. **Customer Obligations Regarding Site Conditions.** Except as otherwise disclosed in writing to Vendor and acknowledged in writing by Vendor in advance of providing Professional Services, Customer represents and warrants that, to Customer’s knowledge after reasonable inquiry, there are no potentially hazardous substances, environmental contamination, or conditions in, on, or near the properties required to be visited by Vendor employees or other representatives in performing Vendor’s obligations under the Agreement that present, within the context of similar facilities, an unreasonable and/or unanticipated danger to human health or the environment. Customer shall immediately notify Vendor if it becomes aware of a change in such circumstances. Vendor shall not be responsible for remedying any pre-existing hazardous materials, pre-existing hazardous conditions or pre-existing violations of laws, or regulations affecting the site where Professional Services are to be performed, and Customer shall indemnify, defend, and hold harmless Vendor from any liability, loss, damages, cost, and expense (including attorneys’ fees) arising out of or relating to a failure or breach of Customer’s representations, warranties, and undertakings in this Section. Notwithstanding the foregoing, Vendor expressly acknowledges that Customer provides Sanitation services to its customers and that biowaste and other potentially hazardous substances are transported through Customer’s facilities which facilities may be visited by Vendor employees or other representatives in performing Vendor’s obligations under this Agreement.
10. **Protection and Use of Confidential Information.** Each party shall not use or disclose Confidential Information of the other party without the prior written consent of the other party or as permitted or required by this Agreement. The receiving party may disclose the other party’s Confidential Information to the extent necessary to comply with a lawful order of a court or taxing authority, or government regulation, on condition that the party making the disclosure provides the other party with reasonable advance written notice to the extent legally permissible, and reasonably cooperates with the other party’s efforts (at the other party’s request and expense) to seek confidential or protective treatment. In addition, each party shall take at least reasonable measures to protect and maintain in confidence the other party’s Confidential Information. Each party may disclose the terms of this Agreement to (i) its attorneys, accountants, and other professional advisors, or to potential investors or other third parties conducting due diligence in connection with a potential financing, change of control, or other similar transaction of the party, and (ii) in the case of Vendor, to Vendor’s independent contractors and service providers for the purpose of performing Vendor’s obligations under this Agreement, in each case, so long as the third party is under a duty of confidentiality with respect to the disclosure at least as protective as those in this Agreement. Customer may disclose this Agreement to the extent necessary to comply with applicable laws and regulations that make this Agreement a public document or to otherwise comply with applicable public disclosure laws and regulations; provided, however, that, to the extent permitted by law, Customer shall use commercially reasonable efforts to seek confidential treatment of all pricing information within this Agreement in connection with the disclosure. If Vendor is obligated to respond to a third-party subpoena or other compulsory legal order or process in connection with Customer Information or Customer’s use of the Hardware or Services, Customer shall reimburse

Vendor for Vendor's reasonable and documented related attorneys' fees, and other reasonable costs and expenses of responding to the legal order or process at Vendor's then-current hourly rates for such Services.

11. **Use of Third-Party Services and Subcontractors.** Vendor may, in the ordinary course of business, utilize third-party services (including third-party hosting and data centers) and may also engage independent contractors and subcontractors in performing its obligations under this Agreement (including for Hardware installation and other Professional Services) and Customer hereby consents to such use provided Vendor is responsible for its subcontractors' compliance with this Agreement in their performance on behalf of Vendor.
12. **Indemnification.**
 - 12.1 **By Vendor.**
 - 12.1.1 **General.** Vendor shall indemnify, defend, and hold harmless Customer and its officers, directors, agents, and employees (each a "**Customer Indemnified Party**") from and against any and all third-party claims, demands, losses, liabilities, suits, costs, and expenses (including reasonable attorney's fees and legal expenses) (collectively, "**Claims**") to the extent arising out of death, injury, and property damage to the extent caused by Vendor's gross negligence, or willful, reckless, or criminal misconduct in the performance of the Professional Services at Customer's location except to the extent caused by the negligence or misconduct of a Customer Indemnified Party or resulting from Customer's failure to comply with this Agreement.
 - 12.1.2 **Infringement.** Vendor shall indemnify, defend, and hold Customer Indemnified Parties harmless from all Claims to the extent arising out of or relating to any third-party claims, demands, or suits alleging that one or more of the XIO Hardware, the Platform, or the Services infringe a third-party's United States copyright or trademark rights except to the extent the alleged infringement is caused by: (a) changes or modifications to the Platform made or specified by Customer or any third party; or (b) combinations of the Platform or Professional Services Deliverables with any product or service not supplied or specified by Vendor under this Agreement. If a Claim contemplated under this Section 12.1.2 is brought, Vendor shall, at its sole option and expense, and within a reasonable period, use commercially reasonable efforts to (1) procure for Customer the right to continue using the allegedly infringing item; (2) replace the same with a non-infringing item providing materially equivalent functions and efficiency; (3) modify the same to be non-infringing without material loss of functionality; or, if none of the foregoing (1)-(3) is, in Vendor's sole discretion, commercially reasonable, at Vendor's notice, Customer shall discontinue use of the allegedly infringing item and Vendor shall refund to Customer the fees paid by Customer to Vendor corresponding to the period following the effective date of such discontinuance and any pre-paid unused Subscription fees. This Section 12.1.2 sets forth Vendor's sole liability, and Customer's sole and exclusive remedy, in lieu of all others, with respect to infringement.
 - 12.2 **By Customer.** Customer shall indemnify, defend, and hold harmless Vendor and its Affiliates and their respective officers, directors, agents, and employees (each an "**Vendor Indemnified Party**") from and against any and all Claims to the extent arising out of death, injury, and property damage to the extent caused by Customer's gross negligence, or willful, reckless, or criminal misconduct; and except in each case to the extent caused by the negligence or misconduct of a Vendor Indemnified Party or resulting from Vendor's failure to comply with this Agreement.
 - 12.3 **Procedures.** The obligations under this Section 12 are conditioned upon the indemnified party (i) giving the indemnifying party prompt written notice of any Claim; (ii) granting the indemnifying party complete control of the defense and (conditioned upon a full release of the indemnified parties) settlement of Claims; and (iii) reasonably cooperating with the indemnifying party in the defense and settlement of the Claims.
13. **Representations and Warranties by Both Parties.** Each party represents and warrants to the other party that (i) this Agreement is binding on it and it has the right to enter into this Agreement and perform its obligations hereunder in the manner contemplated by this Agreement, (ii) this Agreement does not conflict with any other agreement entered into by it and (iii) that it shall comply with all applicable law in connection with the performance of its obligations and use of the Hardware and Services.
14. **Disclaimers.** **Except for the express warranties provided in this Agreement, the Hardware and Services are provided "AS IS AND WITH ALL FAULTS" and "AS AVAILABLE" and to the fullest extent permissible under applicable law, Vendor disclaims all warranties, express, implied, and statutory, concerning the Hardware and Services, and otherwise related to this Agreement, including, but not limited to, the implied warranties of merchantability, fitness**

for a particular purpose, and any warranties of non-infringement. Vendor does not warrant (i) that the Hardware or Services will meet Customer's requirements, (ii) that the Platform's operation will be error-free or uninterrupted (including due to performance of the Internet, other transmission networks, and customer's local network and equipment, which systems Vendor is not responsible for providing), (iii) that the Services or any Hardware will properly operate when used with equipment, other systems, or configurations, in each case not specified by Vendor in an Order, or (iv) Vendor's qualification under state licensing provisions. Vendor's express warranties do not apply to failures due to misuse, electrical power line surge damage, improper installation by user, improper power supply attachment, water damage, or physical abuse or where resulting from Customer's failure to reasonably cooperate with Vendor's performance. Vendor does not provide design, installation, or maintenance services for water or other industrial systems generally. Proper installation and use of Vendor Hardware and Services may involve design, installation, and other considerations not provided by Vendor and for which Vendor is not responsible. Vendor is not responsible for (i) errors in data provided by Customer or its users or representatives, (ii) injury or property damage or other damages or losses due to a failure of Hardware or Services or resulting from local or remote management through Hardware and/or Services of Customer's facilities or systems, (iii) use of its Hardware and Services in a manner inconsistent with their specifications and intended use as provided by Vendor, or (iv) defects or problems in Hardware or Services to the extent caused by factors other than the Hardware or Services, or to the extent as a result of tampering with Hardware or Services (including without limitation disconnection, abuse, misuse, accident, alteration, neglect, unauthorized repair, relocation, or interference). Customer acknowledges that the Hardware and Services, as equipment and activities in an industrial operation, have an inherent risk of failure and Customer assumes such general risk. The specific risks disclaimed in this Section are not exhaustive. Procurement of Hardware or Services from Vendor does not limit Customer's obligation to ensure, and is not a replacement for, Customer's on-site monitoring and management of its facilities including responding to water leaks, malfunctions, and hazardous conditions. The entire responsibility in connection with the consequences resulting from the use of the Hardware and Services as well as the intended or achieved results resulting from the use of the Hardware and Services lies entirely with Customer. If Customer has acquired the Hardware or Services through an authorized distributor or reseller of Vendor, Vendor shall not be held responsible for any promises or warranties made by such distributor or reseller. To the maximum extent permitted by law, this Section shall apply even if any express warranty or limited remedies set forth in this Agreement fails of its essential purpose.

15. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event will Vendor or its Affiliates, including their respective employees, officers, directors, owners, agents, successors and assigns, be liable to Customer or to any third party for any indirect, incidental, special, exemplary or consequential damages, including, but not limited to, lost profits, loss of data, loss of use, business interruption, loss of good will, or cost of procuring substitute products or services, arising out of or in relation to this Agreement or the Hardware or Services, even if advised of the possibility of such damages or losses. Notwithstanding anything else in this Agreement to the contrary, Vendor's aggregate liability arising from, relating to, based on, or connected with this Agreement including the Hardware and Services, shall in any event and under any theory of recovery, including claims of negligence, be limited to a supercap of 4 times the amount of fees actually received by Vendor under this Agreement relating to the Customer facility for which the claim accrued during the twelve month period immediately preceding the date on which Customer's claim first accrued.
16. **Limitations of Disclaimers and Limitations on Liability.** Applicable law in certain jurisdictions relevant to this Agreement may limit the contractual exclusion, limitation, or disclaimer of warranties or damages. In such cases, Vendor's liability (and the liability of its Affiliates and agents) will be limited in accordance with this Agreement to the greatest extent permitted by applicable law.
17. **Not a Licensed Contractor.** Customer acknowledges that Vendor is performing services as an independent contractor and that Vendor is a provider of water facility control systems and services and is not a licensed contractor. Customer acknowledges that Vendor may work with a third-party installer (who, if required by applicable law, will be licensed) to perform specified installation services described in the applicable Order. Customer acknowledges that Vendor is not a licensed contractor under California or other law or regulations or

under the law or regulations of the state in which it will perform Professional Services (each are “state licensing provisions”). Customer hereby waives any claim, and shall not raise any defense to enforcement of a contract, on grounds that Vendor (i) is a contractor within the meaning of any state licensing provisions, or (ii) is required under any state licensing provisions or other applicable law to be licensed as a contractor.

18. **Force Majeure.** Vendor shall not be liable to Customer or any other person or entity for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by Customer or its Affiliates due to (i) disruption or unavailability of communications, utility, hosting, or Internet service not within the reasonable control of Vendor, (ii) acts of war, acts of vandalism, pandemics, terrorism, hacking, lightning, flood, fire, strike, or (iii) any other causes not reasonably anticipated and beyond Vendor’s reasonable control.
19. **Sale of Real Property.** If Customer sells or otherwise transfers ownership of an individual facility or property serviced by Vendor under this Agreement to an unrelated third party in an arms-length transaction, Customer may, with notification to Vendor delivered within 60 days following the transfer of ownership, assign the Services relating to such facility or property to the new owner only in respect of such individual facility or property and related Services, and only if the new owner agrees with Vendor in writing to be bound by an agreement substantially equivalent to this Agreement as it applies to the transferred Services, except that Customer acknowledges that splitting of Customer’s Platform account and Services for purposes of the foregoing may require additional Services at additional cost. Any such assignment will not relieve Customer of obligations or liabilities under the Agreement occurring and/or accruing prior to the date of the assignment, and Customer shall continue to be bound by the Order to the extent not assigned. Absent such assignment in accordance with this Section, Customer will remain obligated under the Agreement for contracted Services relating to such transferred property.
20. **Publicity.** Customer consents to Vendor’s reasonable and limited use of Customer’s name, logo, and use case in promotion of Vendor’s goods and services on condition that: (i) any public use, such as on a website or press release must first be submitted for approval by Customer and (ii) Customer reserves the right to terminate this use right at any time upon written notice to Vendor (email acceptable).
21. **Independent Contractor.** The relationship of Vendor and Customer is solely that of independent contractors. Nothing contained in this Agreement will be construed to make either party the other’s partner, joint venturer, co-owner, agent, franchisee, or employee. Neither party is authorized or empowered to transact business, incur obligations, or make representations on behalf of the other party.
22. **Dispute Resolution.** In the event of any dispute arising out of or related in any way to this Agreement (except for non-payment by Customer), the parties shall, at the written request of either party, first attempt, in good faith, to settle such disputes informally through direct discussions and negotiations. If a resolution cannot be reached informally within a reasonable period (not to exceed 15 days), the parties shall, before the filing of any lawsuit, submit such disputes to and participate in good faith in at least one non-binding mediation before a mutually-acceptable mediator (or if they cannot agree, then the parties will each choose a mediator and the two mediators will select a third mediator to serve as the sole mediator). For purposes of the procedures set forth in this paragraph, a “dispute” means any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement. The foregoing does not apply to the seeking of injunctive relief. No formal proceedings for the judicial resolution of any dispute, except for the seeking of injunctive relief, may begin until the foregoing dispute resolution procedure has been completed except as otherwise agreed in writing by the parties.
23. **Miscellaneous.** This Agreement, including all its attachments, contains the entire agreement of the parties, and supersedes any and all previous or contemporaneous agreements, with respect to the subject matter hereof, whether oral or written. This Agreement will be binding and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. Subject to Section 19, this Agreement may not be assigned by Customer, in whole or in part, without Vendor’s prior written consent, such consent not to be unreasonably withheld. Any attempted assignment in violation of the foregoing is void. Vendor may assign, delegate, and subcontract any or all of its rights or obligations hereunder. All formal notices, requests, demands, consents, and communications under this Agreement must be in writing and delivered by electronic mail, by certified or registered mail, return receipt requested, or by overnight courier and will be deemed given five (5) days after deposit in the mail, two (2) days after deposit with an overnight courier, and on the date sent by email if sent during normal business hours of the sender, and on the sender’s next business day if sent outside of the normal business hours of the sender, in each case with confirmation of email transmission. Notices will be sent

to the party's most recent contact information set forth in the Order or such other contact information as the party may specify in writing for notification purposes in accordance with the foregoing from time to time. This Agreement is governed in all respects, including validity, interpretation and effect, by the laws of the State of California, without reference to the conflicts of laws rules or any other rules that would result in the application of a different body of law. The UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement. For purposes of enforcement of this Agreement, except to the extent the parties otherwise agree in writing, the parties submit themselves to the exclusive jurisdiction of the state and federal courts located in Ventura County in the state of California and hereby agree that such courts have exclusive jurisdiction for the enforcement of this Agreement and any rulings or orders associated therewith, and voluntarily waive any right to challenge jurisdiction based on any theory, including inconvenience of forum. Notwithstanding the foregoing, Vendor may seek injunctive or other equitable relief, wherever it deems appropriate, to protect or enforce Vendor's rights under this Agreement. If any part of this Agreement is held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving party, and any such waiver will only be applicable to the specific instance(s) referenced in such written waiver. This Agreement may be amended only by a writing executed by each of the parties. Headings in this Agreement are for purposes of reference only and will not limit or otherwise affect the meaning hereof. Sections 7, 10, 12, 14 - 18, 22, and 23, Vendor's limited Hardware warranties in Section 6.2 (subject to their terms), and any and all payment obligations of Customer will survive a termination of this Agreement or any one or more Orders. The words "for example", "e.g." "including" and "includes" in this Agreement are deemed to be followed by "without limitation".

End General Terms and Conditions

EXHIBIT B: Platform Terms and Conditions

These Platform Terms and Conditions (these, “**Platform Terms**”) are supplemental terms and conditions governing the provision by XiO, Inc. (“**Vendor**”) of access to and use of the Platform, as defined below, and are attached to the General Terms and made part of the Agreement between Vendor and Customer. These Platform Terms supplement, but do not replace, the General Terms and other terms and conditions of this Agreement. Capitalized terms used, but not defined in this Exhibit have the meaning given them elsewhere in the Agreement.

1. **Definitions.**

- 1.1 “**Customer Data**” means electronic data submitted to and stored in the Platform by or behalf of Customer in using the Platform.
- 1.2 “**Platform**” means, collectively, the software application-based and other electronic services and data provided by Vendor to which Customer procures access and use pursuant to the Agreement via one or more of the Internet, cell and/or other wireless technology, and other telecommunications methods (“**Electronic Communications**”). The Platform may include web-based management and/or monitoring applications, and data feeds and services, and includes those that are accessed by the Customer through Hardware and other equipment. Platform excludes Professional Services.
- 1.3 “**Start Date**” means the date on which a Subscription Term commences as set forth in the applicable Order procuring the Subscription or if no date is indicated, then the effective date of the Order.
- 1.4 “**Subscription**” means the right to access and use the Platform for the applicable Subscription Term pursuant to and in accordance with this Agreement.
- 1.5 “**Subscription Fees**” mean the fees owed in consideration of a Subscription.
- 1.6 “**Subscription Term**” means, as to a Subscription, the Initial Term and any Renewal Terms (or until earlier terminated in accordance with this Agreement) commencing on the Start Date.

2. **General; Term of Subscription.** Subject to the terms and conditions of the Agreement (including payment by Customer of applicable Subscription Fees) and for the Subscription Term, Customer hereby subscribes to, and Vendor shall use commercially reasonable efforts to make available, access and use of the Platform via Electronic Communications solely for Customer’s internal business use. Subscriptions commence on the Start Date. The Subscription Term will continue for the initial term of the Subscription (the “**Initial Term**”) indicated on the applicable Order. If no such Initial Term is indicated, then the Initial Term is one (1) year. Upon expiration of the Initial Term, the Subscription Term will automatically renew for successive renewal periods of duration specified in the applicable Order or if not so specified, successive one-(1) year renewal terms (each, a “**Renewal Term**”) absent written notice by either party of its election to not so renew delivered at least 60 days prior to the renewal.

3. **Restrictions.** Customer shall not, and shall not knowingly permit any third party to, in whole or in part, (i) reverse engineer, decompile, or disassemble the Platform or use similar methods to determine any design structure, concepts, or construction method of the Platform, including its database, or replicate the functionality of the Platform for any purpose, (ii) copy, translate, resell, distribute, or create a derivative work of the Platform or use the Platform for timesharing, service bureau, or similar purposes, (iii) use the Platform for the purpose of building a similar or competitive product or service, (iv) obtain or knowingly assist in obtaining unauthorized access to the Platform including by sharing log-in credentials to access to Platform, (v) use the Platform in a manner that is contrary to applicable law, in violation of this Agreement or any third party rights of privacy or Intellectual Property Rights, (vi) use the Platform to store, access, distribute or transmit any material that is unlawful, inappropriate, or infringing; facilitates illegal activity; or causes or is reasonably likely to cause damage or injury to any person or property, or (vii) transmit viruses or other code intended to harm or surreptitiously intercept data to or from the Platform, or Vendor’s or a third party’s networks or systems, or adversely affect their operation or security. Customer shall indemnify, defend, and hold Vendor harmless from claims, demands, liabilities, losses, and costs and expenses (including attorneys’ fees) arising out of or relating to Customer’s breach of this Section 3. Vendor has the right (but not the obligation) to monitor and review all information and materials transferred to or otherwise stored under Customer’s account in the Platform for information, material, or activity that Vendor deems in its sole discretion to violate these Platform Terms or the Agreement generally. Customer shall comply with all applicable laws and regulations in connection with its use of the Platform including export laws and obtain any permits, licenses, and authorizations required to be obtained by Customer in using the Platform. Customer shall not remove, modify, or obscure any Vendor or other copyright, trademark, or other proprietary notices affixed to or displayed on or in the Platform and shall not knowingly allow any third party under Customer’s control to take any such action. Customer is responsible under this Agreement for all activities conducted in the Platform

under its login credentials and account including those of its independent contractors or any other third party.

4. **Customer Data; Right to Use; Other Customer Responsibilities.** Responsibility for ensuring that Customer Data is accurate and reflects Customer requirements lies solely with Customer. Customer hereby grants Vendor the right and license to use, copy, store, transmit, modify, process, and display Customer Data for the purposes of performing Vendor's obligations under this Agreement. The Platform may require the use of Hardware or other equipment such as transmitting sensors and communications and other hardware and software necessary to access the Internet and the Platform, which are not included in Subscription Fees (collectively, the "**Equipment**") and Customer is responsible for obtaining and maintaining Equipment, at Customer expense. Customer is responsible for maintaining the security of the Equipment, Customer account information, passwords and files, and for all uses of Customer's Platform account or the Equipment with or without Customer's knowledge or consent (excluding uses by Vendor in performing its obligations under this Agreement). Customer consents to Vendor's creation of De-identified Data from Customer Data. Vendor owns all right, title, and interest in and to De-identified Data and nothing herein restricts Vendor's use of De-identified Data in any manner whatsoever.
5. **Subscription Fees.** Customer shall pay all Subscription Fees in the amounts and according to the terms as are set forth in the applicable Orders procuring the Subscriptions. Except as otherwise specified in the Agreement, (i) Subscription Fees will be invoiced annually in advance and due within thirty (30) days of Customer's receipt of the invoice, and (ii) Vendor may increase Subscription Fees at each renewal of the Subscription Term by notice delivered at least 120 days' prior to the renewal. If Customer's use of the Platform exceeds the parameters or restrictions set forth in the applicable Order or otherwise requires the payment of additional Subscription Fees (per the terms of this Agreement), Customer will be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Subscriptions Fees are not refundable except in accordance with this Agreement.
6. **Service Level Agreement Terms.** During the Subscription Term, Vendor shall meet the service levels on and subject to the terms and conditions indicated in the Service Level Agreement Terms attached as Exhibit C.
7. **Platform Disclaimer.** Without limiting Section 14 of the General Terms (Disclaimers), the Platform provided by Vendor relies upon numerous interconnected communication and other technologies that are inherently not fault-free and may contain errors or become interrupted. Vendor disclaims responsibility for liabilities, losses, claims, and demands resulting from any such errors or interruptions. The Platform should not be used for fault-intolerant applications or where such errors or interruptions would present a high degree of risk. Certain Platform features allow alerts and notifications to be sent to mobile devices. Vendor is not responsible for text or other mobile communications charges resulting from such alerts and notifications or for alert failures due to failures of the mobile device or its connectivity. Vendor is not responsible for Platform errors due to Hardware or other equipment failure.
8. **Improvements to Platform.** Vendor may make enhancements, updates, and other modifications to the functionality, user interface, usability, and documentation of the Platform from time to time in its sole discretion as part of its ongoing effort to improve its offerings, so long as such modifications do not materially diminish the functionality of the Platform.
9. **Ownership of Platform.** Without limiting Section 7 of the General Terms (Ownership; Proprietary Rights), as between Vendor and Customer, Vendor owns all right, title and interest in and to the Platform including all Intellectual Property Rights therein. Nothing in this Agreement grants Customer any right, title or interest in or to the Platform other than the limited right to access and use the Platform during the Subscription Term in accordance with the Agreement. All rights not expressly granted to Customer in this Agreement are reserved by Vendor.
10. **Termination of a Subscription for Cause.** Either party may terminate a Subscription during the Subscription Term in the event that the other party has committed a material breach of this Agreement that is not cured within thirty (30) days after the other party's receipt of written notice thereof, which notice must expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure the alleged breach, except that the cure period for failure of Customer to pay fees when due is five (5) days.
11. **Effect of Termination.** Upon termination or expiration of a Subscription, for any reason, Customer shall cease all use of the Platform and Vendor has the right, at any time more than ninety (90) days following such termination or expiration, to permanently delete Customer Data and Customer's account associated with the terminated Subscription.

12. **Export; U.S. Governmental Rights.** Customer shall not remove or export from the United States or knowingly permit the export or re-export of the Platform, or any of its source code, object code, or underlying structure, ideas, know-how or algorithms, documentation or data (the “**Platform Materials**”), or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. The Platform Materials are “commercial items”, “commercial computer software”, and “commercial computer software documentation” under U.S. federal acquisition regulations (FAR) and U.S. defense federal acquisition regulations (DFAR). Consistent with such regulations, any use modification, reproduction, release, performance, display, or disclosure of Platform Materials by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by this Agreement.

End Platform Terms and Conditions

EXHIBIT C: Service Level Agreement Terms

These Service Level Agreement Terms (these “**SLA Terms**”) are provided pursuant to that certain Agreement to which these SLA Terms are attached between Vendor and Customer and form part of the Agreement. Capitalized terms used in these SLA Terms, but not defined herein have the meaning given to them elsewhere in the Agreement.

1. **Availability Service Levels**

1.1 **Definitions** For purposes of these SLA Terms, the following terms have the following meanings:

1.1.1 “**Emergency Maintenance**” means Vendor’s unplanned or emergency maintenance for application of hotfixes, security related maintenance activities, and other actions necessary to maintain the integrity or operation of the Platform during which the Platform is unavailable.

1.1.2 “**Scheduled Maintenance**” means scheduled maintenance to maintain the integrity or operation of the Platform during which the Platform is unavailable.

1.1.3 “**Total Monthly Time**” means the total number of minutes in the applicable calendar month.

1.1.4 “**Unavailable Monthly Time**” means the total number of minutes in the applicable calendar month during which the Platform was unavailable for use.

1.1.5 “**Uptime Percentage**” = $((A-B+C)/A)$
multiplied by 100 and expressed as a percentage, where:

A = Total Monthly Time;

B = Unavailable Monthly Time; and

C = Excluded Monthly Time (as defined below)

1.2 **Availability Commitment** Subject to these SLA Terms:

1.2.1 During the Subscription Term, Vendor shall use commercially reasonable efforts to ensure that the Platform will have an Uptime Percentage of at least **99.9%**; and

1.2.2 Vendor shall endeavor to schedule Scheduled Maintenance to occur outside of Vendor’s normal business hours and to provide Customer at least 48 hours’ notice prior to Scheduled Maintenance. No prior notice to Customer is required for Emergency Maintenance; however, Vendor shall use commercially reasonable efforts to notify Customer in advance of Emergency Maintenance.

1.3 **Exclusions.** Notwithstanding anything to the contrary in these SLA Terms, no Unavailable Monthly Time will be deemed to have occurred if it: (a) is caused by factors outside of Vendor’s reasonable control, including, without limitation, Internet access or related problems occurring beyond the point in the network where Vendor maintains access and control over the Platform; (b) results from failures or issues in satellite, radio, cellular, or other non-Internet-based telecommunications transmissions used to communicate with or to the Platform, whether procured through Vendor or otherwise; (c) results from any actions or inactions of Customer or any third party (except for Vendor’s agents and subcontractors); (d) results from any Customer third party application(s), Customer’s equipment, software, or other technology, add-on services, or third-party equipment, software, or other technology; (e) occurs during Scheduled Maintenance; (f) occurs during Emergency Maintenance; or (g) is less than five (5) minutes of continuous unavailability in duration (minutes of unavailability in the calendar month resulting from (a)-(g) collectively, “**Excluded Monthly Time**”).

1.4 **Unavailability Credits**

1.4.1 For any calendar month that has an Uptime Percentage indicated in the Unavailability Credit Table below, Customer may request an Unavailability Credit corresponding to the Uptime Percentage, where “Unavailability Credit” is calculated as the applicable Unavailability Credit Percentage of the Subscription Fees corresponding to the calendar month at issue. The Unavailability Credit will be credited toward the next invoice for Subscription Fees or refunded if the Subscription Term expires or is terminated before it can be so credited.

1.4.2 Customer must request the Unavailability Credit by submitting a request to Vendor via email to accounts-receivable@xiowater.com during the first 15 calendar days of the calendar month immediately following the calendar month for which the credit is claimed.

1.4.3 Unavailability Credit Table:

Uptime Percentage	Unavailability Credit Percentage (%)
99.5% - <99.9%	2.0%
98.5% - <99.5%	3.0%
<98.5%	5.0%

1.5 **Chronic Unavailability** If the Platform experiences an Uptime Percentage that is less than **98.5%** for any two consecutive months, or for any four out of 12 consecutive months, then Customer will have the right, upon 10 business days’ notice to Vendor, to terminate the Subscription in which case Vendor shall refund to Customer its prepaid and unused fees corresponding to the period from the effective date of termination to the expiration of the then applicable Subscription Term. The foregoing credits and termination right constitute Vendor’s sole and entire liability to Customer, and Customer’s sole and exclusive remedy with respect to Vendor’s failure to meet Vendor’s commitments regarding availability of the Platform provided in this Exhibit C.

2. **Standard Support**

2.1 **Standard Support Access and Hours.** Vendor shall provide requested general technical support services to address errors in the Platform as further described in and subject to the Standard Support terms in this Section 2 of these SLA Terms (such support services, “**Standard Support**”). Standard Support is available without extra charge from 8am – 5pm Pacific time, Monday – Friday, except Vendor holidays (“**Standard Support Hours**”) through Vendor’s online ticketing system accessible at www.xiowater.com and via email at support@xiowater.com. Vendor reserves the right to update the contact information for accessing Standard Support from time to time by written notice to Customer.

2.2 **Standard Support Service Levels.** Each request for Standard Support received by Customer must identify an Error (defined below) and will be assigned a case number (each, a “Case”). An “Error” means a failure of the Platform to perform in accordance with its specifications as further described in the Error Description column below. For each Error, Vendor will prioritize the Case in accordance with the Severity Levels in the table below and will work to provide a temporary or permanent solution, fix, or work-around that resolves the material aspects of the Error with the corresponding Level of Effort as described in the table below.

2.3 **Standard Support Service Levels Table:**

EXHIBIT C: Service Level Agreement Terms

Severity Level	Error Description	Target Initial Response Time	Level of Effort
“Severity 1 (Critical)”	Critical production issue affecting all users, including Platform unavailability and data integrity issues with no workaround available.	Four (4) hours	Vendor shall use best efforts, applying its resources on a 24 hour per day basis to the exclusion of other priorities, to correct the Error as quickly as possible.
“Severity 2 (High)”	Major functionality is impacted. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available.	Four (4) Hours	Vendor shall use best efforts, applying resources during normal business hours, to correct the Error as quickly as reasonably practicable.
“Severity 3 (Medium)”	Platform performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable.	Eight (8) hours	Vendor shall use commercially reasonable efforts, applying resources during normal business hours, to correct the Error as quickly as reasonably practicable.
“Severity 4 (Low)”	Inquiry regarding a routine technical issue; bug affecting a small number of users. Reasonable workaround available.	Twenty four (24) hours	Vendor shall use commercially reasonable efforts to correct the Error.

As used above, “**Target Initial Response Time**” means the elapsed time during Standard Support Hours between the moment a request regarding an Error is first submitted to Vendor via a Standard Support contact until Vendor first responds to the request except that, if the request is submitted during the last 30 minutes of Support Hours on a given day, the elapsed time will be measured from the start of the next day on which Standard Support Hours are available.

Under no circumstances does Vendor warrant or represent that Errors can or will be corrected.

2.4 **Customer Obligations for Standard Support.** Vendor’s ability and obligation to fulfill its Standard Support obligations is conditioned upon Customer (a) providing all relevant information necessary for Vendor to respond to a Standard Support request within the applicable response times set forth above; (b) providing all relevant information and any additional requested information and documentation necessary for Vendor to reproduce the Error; (c) designation of Customer’s primary and secondary contacts (along with after-hours contact information for such personnel) who have been trained on the Platform and who can provide Vendor with all requested information; (d) submission of Standard Support requests promptly in response to an Error; (e) using commercially reasonable efforts to diagnose and resolve problems in the operation of the Customer’s interface to the Platform prior to submitting a request for Standard Support; (f) using commercially reasonable efforts to confirm that reported problems are not due to Customer’s systems or third-party systems; (g) consultation of Vendor-supplied documentation before submitting Standard Support requests; and (h) providing Vendor with remote access to Customer’s account or environment on the Platform for purposes of providing the requested Standard Support. Customer acknowledges that if it provides Vendor with erroneous information, or fails to provide all reasonably available information, then Vendor will not be liable for delays in, or improper performance of Standard Support. Customer is responsible for procuring, installing, and maintaining all applications, equipment, telephone lines, communications interfaces, and other hardware necessary to access the Platform and to obtain Standard Support.

2.5 **Standard Support Exclusions.** The following are outside the scope of Standard Support:

- support provided outside of the Standard Support Hours;
- support that relates to or becomes necessary due to failure of computer hardware, equipment or programs not provided by Vendor,

- negligence of Customer, error by Customer in operation of the Platform, or improper modification or use of hardware or software by Customer;
- maintenance and support of hardware, software programs, or data connections not provided by Vendor ("**Third Party Products**");
- development, customization, coding, installation, integration, consulting, and training;
- any other services that are not for the identification and resolution of Errors in the Platform; and
- issues or failures caused by:
 - Customer acts or omissions, including any Customer misuse or abuse of the Vendor system or in violation of the Agreement;
 - Any force majeure event as described in the Agreement;
 - Viruses or system attacks not prevented by Vendor's application of industry standard anti-virus software; and
 - An increase in Platform utilization by Customer materially beyond the Platform's standard or mutually agreed hosting capacity.

2.6 **Out-of-Scope Support.** If Customer does not have Premium Technical Support and requests and receives technical support from Vendor that is provided outside of Standard Support Hours or is otherwise outside the scope of Standard Support (for example, providing assistance or training in use of the Platform, troubleshooting of non-Vendor products or services, or light engineering advice) or if Customer is subject to additional charges for overuse of Premium Technical Support as described in Section 3.3 ("**Out-of-Scope Support**"), then Customer will be charged and agrees to pay for such excess support on an hourly basis at Vendor's then generally applicable hourly rates for the type of support provided. Higher rates will apply for Out of Scope Support provided outside of Standard Support Hours, that is outside of the scope of Standard Support, or that involves assistance from a Vendor engineer. Any such charges will be invoiced and payable monthly in arrears. Customer may request Vendor's support services hourly rates at any time. Out-of-Scope Support is subject to Section 3.5 below (Disclaimer).

2.7 **Chronic Support failures.** If Vendor materially fails to meet its Standard Support commitments in this Exhibit C for any two consecutive months, or for any four out of 12 consecutive months as shown by reasonable documentation, then Customer will have the right, upon 30 days' prior written notice to Vendor, to terminate the Agreement in which case Vendor shall refund to Customer its prepaid and unused Subscription Fees corresponding to the period from the effective date of termination to the expiration of the then applicable Subscription Term. The foregoing termination right constitutes Vendor's sole and entire liability to Customer, and Customer's sole and exclusive remedy with respect to Vendor's failure to meet the Standard Support commitments in this Exhibit C.

3. **Premium Technical Support**

3.1 The following terms apply only to Customers that have procured Premium Technical Support. Premium Technical Support is an enhanced technical support plan, further described below, which includes an annual allotment of support points that may be redeemed at different rates depending on the nature and timing of the support provided and that, in addition to online ticketing and email support contacts provided with Standard Support, includes telephone support at the support telephone number made available by Vendor to its Premium Technical Support Customers ("**Premium Technical Support**").

3.2 **Scope.** In addition to receiving Standard Support, Customers that have purchased Premium Technical Support may request technical support for assistance in the use of the Platform, requests that may involve some light engineering, and requests that may involve or relate to software, hardware, services, or products provided by third parties ("**Third-Party Products**"). Subject to Section 3.5 (Disclaimer) below, Vendor will use its commercially reasonable efforts to fulfill and/or resolve its Premium Technical Support requests. Standard Support requests (i.e., those involving errors in the Platform provided during Standard Support Hours) will be subject to the Standard Support terms in Section 2 (Standard Support) above.

3.3 **Support Points.** On or before the Start Date of the Subscription Term, Customers with Premium Technical Support will be allotted the number of support points indicated in the applicable Order purchasing Premium Technical Support, which points will be redeemable during the Subscription Term. The points expire if not redeemed during the Subscription Term for which they were allotted. Support points are redeemed for Premium Technical Support provided at the applicable rate in the table below based on the time spent by Vendor providing the support, subject to the rounding

described below. Premium Technical Support provided via telephone, email, the online ticketing portal, or otherwise, as well as time spent by Vendor on the support case outside of communications with Customer count for purposes of determining points redeemed. Standard Support provided during Standard Support Hours will not use or count against Premium Technical Support points. Every approximately three months, Vendor will provide Customer a statement of Standard and Premium Technical Support provided and an accounting of points redeemed and remaining since the period covered by the last such report provided (or since the Start Date, as applicable). If Customer has exhausted its available points during the Subscription Term, Premium Technical Support will still be provided at Vendor’s applicable hourly rates in the manner specified in Section 2.6 (Out-of-Scope Support), except that the rates will be discounted by the discount percentage applicable to the Premium Support level or plan that Customer has procured (as indicated in the applicable Order). Unused points have no cash value and expire upon termination or expiration of the Subscription for which the Premium Technical Support was procured.

3.4 Premium Technical Support Point Redemption Rates:

Type of Premium Technical Support	During/Outside Standard Support Hours	Rate of Point Redemption*
Premium Technical Support (not provided by a Vendor engineer)	During Standard Support Hours	1 point redeemed per hour of support provided.
Premium Technical Support or Standard Support (not provided by a Vendor engineer)**	Outside Standard Support Hours	1.5 points redeemed per hour of support provided.
Premium Technical Support provided by a Vendor engineer***	During Standard Support Hours	2 points redeemed per hour of support provided.

*For purposes of point redemption for a support case, Premium Technical Support provided for the case will be rounded up to the nearest 6 minute increment. For example, with respect to a Premium Technical Support case, 21 minutes of actual time spent by Vendor providing the support would be treated as the provision of 24 minutes of support.

** Support provided outside of Standard Support Hours (regardless of whether the issue is within or outside the scope of Standard Support) redeems points at 1.5 points per hour, subject to the applicable rounding described above.

*** Engineer-provided Premium Technical Support is not available outside of Standard Support Hours.

3.5 Disclaimer. With respect to Premium Technical Support that involves engineering and/or that relates to Third Party Products, Customer acknowledges that Vendor makes no guarantees as to Vendor’s ability to resolve or otherwise provide such support or as to the accuracy or appropriateness of any such support that is provided. Engineering provided through Premium Technical Support is intended for relatively minor engineering matters or where exigent circumstances require immediate attention and action. Engineering needs that involve complex or critical functions or problems should be addressed, if at all, through the provision of Professional Services separately procured pursuant to a properly scoped Statement of Work and not through Premium Technical Support whenever possible. Vendor reserves the right at any time to decline to provide engineering and assistance with Third Party Products through Premium Technical Support that Vendor determines in its sole discretion is beyond the scope of what is appropriate for Premium Technical Support, including at any time after such support has been commenced.

3.6 Changes to these SLA Terms. During the Subscription Term, upon reasonable notice, Vendor reserves the right to reasonably modify these SLA Terms, but not in manner that materially, adversely reduces Vendor’s commitments herein.

End of Service Level Agreement Terms

December 15, 2023

Board of Directors
Channel Islands Beach Community
Services District
Oxnard, California

We are engaged to audit the financial statements of the Channel Islands Beach Community Services District (the "District") for the year ended June 30, 2023. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As stated in our engagement letter dated September 5, 2023, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the system of internal control of the District. Such considerations will be solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the District's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to *management's discussion and analysis, schedule of the District's proportionate share of the net pension liability - CalPERS pension plan, schedule of contributions - CalPERS pension plan, the schedule of changes in the District's net OPEB liability and related ratios, and schedule of contributions - retiree health benefit plan*, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the budgetary comparison schedules, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

As part of the audit, we will assist with the preparation of the financial statements and related notes, and journal entry to adjust the investment with the Port Hueneme Water Agency. However, this assistance does not constitute an audit under *Government Auditing Standards* and is considered nonaudit services. Management is responsible for overseeing and accepting responsibility for these services.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Management Override of Controls
2. Billing process has a large volume of transactions.
3. Improper revenue recognition due to fraud.

We began our final audit fieldwork on approximately October 16, 2023 and expect to issue our report approximately in January 2024. Richard A. Teaman is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Directors and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Teaman Ramirez & Smith, L.L.C.