



Board of Directors:

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

PETER MARTINEZ  
General Manager

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

# 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 6:00 P.M. on Tuesday, November 10, 2020. In accordance with the Governor's Executive Order N-29-20 and the Ventura County Stay Well at Home Order resulting from the novel Coronavirus the Meeting will be held virtually using the Microsoft Teams platform by calling **1- 213-282-9788 and entering Conference ID: 556 898 084#**. 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 – October 2020
3. Minutes:
  - a. October 13, 2020 Regular Board Meeting

**D. OPERATIONS AND MAINTENANCE REPORT:**

**E. ACTION CALENDAR:**

**1. AGREEMENT WITH COASTAL ARCHITECTS FOR FINAL DESIGN OF OFFICE AND YARD IMPROVEMENTS PROJECT (CI 402)**

Recommendation:

1) Board to consider and approve agreement with Coastal Architects for final design services of the District's Office and Yard Improvements Project (CI 402) in the amount of \$98,850.50.

**2. AGREEMENT WITH IRJ ENGINEERS INC**

Recommendation:

1) Board to consider and approve agreement with IRJ Engineers for electrical design services for the District's wastewater lift stations in the amount of \$43,900.

**3. AGREEMENT WITH MKN & ASSOCIATES FOR AMERICA'S WATER INFRASTRUCTURE ACT (AWIA) RISK AND RESILIENCE ASSESSMENT WITH MKN & ASSOCIATES**

Recommendation:

1) Board to consider and approve agreement with MKN & Associates to perform the Risk and Resilience Assessment (RRA) in the amount of \$13,271.

**4. THIRD AMENDMENT FOR WASTEWATER TRANSPORTATION AND TREATMENT SERVICES WITH THE CITY OF OXNARD**

Recommendation:

1) Board to consider and approve a Third Amendment to Agreement A-7864 with the City of Oxnard to extend the term from December 31, 2020, to December 31, 2022 for wastewater transportation and treatment services.

**5. 2021 HOLIDAY SCHEDULE AND BOARD MEETING DATES**

Recommendation:

1) Approve 2021 Holiday Schedule and Board Meeting Dates. Last year the Board voted to go dark in August 2020 but did not include future years. Would the Board like to add August as a dark month for Board Meetings every year going forward? Board Discretion.

**F. INFORMATION CALENDAR:**

1. Verbal update regarding District office and Yard Improvement Project Conditional Use Permit
2. Extension of March 31, 2020 Emergency Declaration and Orders of the Channel Islands Beach Community Services District Board of Directors Related to the 2020 COVID-19 Outbreak
3. Report from Board Members of any meeting or conference where compensation from the District for attendance was received

**G. BOARD MEMBER COMMENTS:**

**H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:**

**AGENDA POSTING CERTIFICATION**

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

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

Agendas are also posted on the District's website at [www.cibcsd.com](http://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

11/5/2020 12:07 PM

Register: 1002 · Checking Pacific Western

From 10/01/2020 through 10/31/2020

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/02/2020	6483	ACWA	2000 - Accounts Payable	2021 Annual A...	10,810.00			635,234.92
10/02/2020	6484	ACWA/JPIA	2000 - Accounts Payable	Liability Progra...	23,757.00			611,477.92
10/02/2020	6485	Badger Meter	2000 - Accounts Payable		1,682.99			609,794.93
10/02/2020	6486	Diener's Electric, Inc.	2000 - Accounts Payable		233.48			609,561.45
10/02/2020	6487	Jarrold Lawrence	2000 - Accounts Payable		320.00			609,241.45
10/02/2020	6488	Miguel Zavalza	2000 - Accounts Payable		225.00			609,016.45
10/02/2020	6489	Sedaru	2000 - Accounts Payable	Annual Subscri...	34,380.00			574,636.45
10/02/2020	6490	ShredRite Inc.	2000 - Accounts Payable		60.00			574,576.45
10/02/2020	6491	Underground Service...	2000 - Accounts Payable		18.15			574,558.30
10/02/2020	6492	ZWORLD GIS	2000 - Accounts Payable		1,250.00			573,308.30
10/05/2020	ACH	CalPers	-split-	pr pd 9-19-20 t...	3,705.69			569,602.61
10/05/2020	ACH	CalPers	5 - Salaries & Benefits:...	Unfunded liabil...	15.82			569,586.79
10/05/2020	6497	FGL Environmental I...	2000 - Accounts Payable		245.00			569,341.79
10/05/2020	6498	Nationwide Retirement	2000 - Accounts Payable	pr pd 9/19/20 t...	1,897.13			567,444.66
10/06/2020	6493	AWA	2000 - Accounts Payable	2020 AWA A...	300.00			567,144.66
10/06/2020	6494	Michael K. Nunley ...	2000 - Accounts Payable		35,071.19			532,073.47
10/06/2020	6495	Pacific Couriers	2000 - Accounts Payable		235.47			531,838.00
10/06/2020	6496	Wilmington Trust, N...	2000 - Accounts Payable	2016 Wastewat...	143,590.36			388,247.64
10/06/2020		QuickBooks Payroll ...	-split-	Created by Pay...	23,633.36			364,614.28
10/07/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/6			2,614.01	367,228.29
10/07/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/5			6,235.50	373,463.79
10/07/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/2			1,067.81	374,531.60
10/07/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/6			781.83	375,313.43
10/07/2020	6499	Soares, Sandall, Bern...	2000 - Accounts Payable		2,067.02			373,246.41
10/07/2020	6500	IVR Technology Gro...	2000 - Accounts Payable		100.67			373,145.74
10/07/2020	6501	XIO, Inc.	2000 - Accounts Payable		865.00			372,280.74
10/07/2020	To Print	Casey D Johnson	-split-	Direct Deposit		X		372,280.74
10/07/2020	To Print	E.D. Brock	-split-	Direct Deposit		X		372,280.74
10/07/2020	To Print	Erika F Davis	-split-	Direct Deposit		X		372,280.74
10/07/2020	To Print	Keila E Wilson	-split-	Direct Deposit		X		372,280.74
10/07/2020	To Print	Mark A Espinosa	-split-	Direct Deposit		X		372,280.74
10/07/2020	To Print	Peter A. Martinez	-split-	Direct Deposit		X		372,280.74
10/07/2020	To Print	Carol J Dillon	-split-	Direct Deposit		X		372,280.74
10/07/2020	To Print	Jesus Navarro	-split-	Direct Deposit		X		372,280.74
10/08/2020		QuickBooks Payroll ...	6 - Administrative Exp...	Created by Pay...	100.00			372,180.74
10/14/2020	6502	FGL Environmental I...	2000 - Accounts Payable		314.00			371,866.74
10/14/2020	6503	PHWA	2000 - Accounts Payable		63,681.30			308,185.44
10/14/2020	6504	Soares, Sandall, Bern...	2000 - Accounts Payable		1,225.00			306,960.44
10/15/2020	6505	A to Z Law, LLP	2000 - Accounts Payable		2,341.90			304,618.54
10/15/2020	6506	Diener's Electric, Inc.	2000 - Accounts Payable	VOID: never re...		X		304,618.54

Channel Islands Beach 2013

11/5/2020 12:07 PM

Register: 1002 · Checking Pacific Western

From 10/01/2020 through 10/31/2020

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/15/2020	6507	Famcon Pipe and Su...	2000 - Accounts Payable		927.71			303,690.83
10/15/2020	6508	Ferguson Waterworks	2000 - Accounts Payable		77.89			303,612.94
10/15/2020	6509	Nu-Line Technologie...	2000 - Accounts Payable	VOID: I & I Pr...		X		303,612.94
10/15/2020	6510	United States Postal ...	2000 - Accounts Payable		8,000.00			295,612.94
10/15/2020	6511	CASA	2000 - Accounts Payable	CASA Annual...	1,700.00			293,912.94
10/16/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/7			13,243.91	307,156.85
10/16/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/14			22,263.47	329,420.32
10/16/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/8			8,102.11	337,522.43
10/16/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/9			7,190.61	344,713.04
10/16/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/15			26,747.44	371,460.48
10/16/2020	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CIBCS D ACH ...			83,863.21	455,323.69
10/20/2020		QuickBooks Payroll ...	-split-	Created by Pay...	25,128.97			430,194.72
10/21/2020	6512	Nu-Line Technologie...	2000 - Accounts Payable	I & I Project	41,526.88			388,667.84
10/21/2020	6513	Nu-Line Technologie...	2000 - Accounts Payable	Sewer Rehab-R...	9,700.00			378,967.84
10/21/2020	To Print	Carol J Dillon	-split-	Direct Deposit		X		378,967.84
10/21/2020	To Print	Casey D Johnson	-split-	Direct Deposit		X		378,967.84
10/21/2020	To Print	E.D. Brock	-split-	Direct Deposit		X		378,967.84
10/21/2020	To Print	Erika F Davis	-split-	Direct Deposit		X		378,967.84
10/21/2020	To Print	Keila E Wilson	-split-	Direct Deposit		X		378,967.84
10/21/2020	To Print	Mark A Espinosa	-split-	Direct Deposit		X		378,967.84
10/21/2020	To Print	Peter A. Martinez	-split-	Direct Deposit		X		378,967.84
10/21/2020	To Print	Jesus Navarro	-split-	Direct Deposit		X		378,967.84
10/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Construction C...			30,763.00	409,730.84
10/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/22			199.03	409,929.87
10/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/22			6,107.98	416,037.85
10/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/23			418.92	416,456.77
10/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/8			428.61	416,885.38
10/23/2020	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 10/14			600.00	417,485.38
10/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/21			28,319.65	445,805.03
10/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/21			9,044.88	454,849.91
10/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/20			17,773.87	472,623.78
10/23/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/21			3,654.14	476,277.92
10/23/2020	6514	Nationwide Retirement	2000 - Accounts Payable	pr pd 10/3/20 t...	1,897.13			474,380.79
10/29/2020	6516	Base Auto Parts	2000 - Accounts Payable		303.96			474,076.83
10/29/2020	6517	Elevated Entitlements	2000 - Accounts Payable		1,012.50			473,064.33
10/29/2020	6518	net2phone	2000 - Accounts Payable		331.14			472,733.19
10/30/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/30			599.58	473,332.77
10/30/2020	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 10/23			150.00	473,482.77
10/30/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10-27			19,760.96	493,243.73
10/30/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/26			11,075.78	504,319.51

Channel Islands Beach 2013

11/5/2020 12:07 PM

Register: 1002 · Checking Pacific Western

From 10/01/2020 through 10/31/2020

Sorted by: Date, Type, Number/Ref

<b>Date</b>	<b>Number</b>	<b>Payee</b>	<b>Account</b>	<b>Memo</b>	<b>Payment</b>	<b>C</b>	<b>Deposit</b>	<b>Balance</b>
10/30/2020	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 10/26			300.00	504,619.51
10/30/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/29			125.00	504,744.51
10/30/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/30			947.34	505,691.85
10/30/2020	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/30			491.95	506,183.80
10/30/2020	6519	ACWA/JPIA	2000 - Accounts Payable	pr pd 7-1-20 to ...	3,058.60			503,125.20
10/30/2020	6520	Base Auto Parts	2000 - Accounts Payable		67.21			503,057.99
10/30/2020	6521	City of Oxnard	2000 - Accounts Payable	pr pd 7-1-20 to ...	232,551.97			270,506.02
10/30/2020	6522	County of Ventura - ...	2000 - Accounts Payable	10/20 to 12/20 ...	420.16			270,085.86
10/30/2020	6523	FGL Environmental I...	2000 - Accounts Payable		701.00			269,384.86
10/30/2020	6524	Hollister & Brace	2000 - Accounts Payable		1,837.50			267,547.36
10/30/2020	6525	ImageSource	2000 - Accounts Payable		288.71			267,258.65
10/30/2020	6526	Jarrod Lawrence	2000 - Accounts Payable		400.00			266,858.65
10/30/2020	6527	Miguel Zavalza	2000 - Accounts Payable		625.00			266,233.65
10/30/2020	6531	Nationwide Retirement	2000 - Accounts Payable	pr pd 10-17-20 ...	2,490.55			263,743.10
10/30/2020	6532	EJ Harrison & Sons, ...	2000 - Accounts Payable	pr pd 9-1-20 to ...	47,678.04			216,065.06
10/31/2020	6530	CIBCSD-Petty Cash	2000 - Accounts Payable		162.15			215,902.91

MINUTES OF THE  
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
REGULAR BOARD MEETING, October 13, 2020

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

President Nast called the virtual meeting to order at 6:00 P.M. In attendance, Vice President Debley, Director Bouchard, Director Brewer, Director Marcus, General Manager Peter Martinez, Clerk of the Board, Erika Davis, General Counsel, John Mathews, Office Manager, CJ Dillon and Operations Manager Jesus (Chuy) Navarro.

**B. PUBLIC COMMENTS:**

None.

**C. CONSENT CALENDAR:**

General Manager Martinez asked to amend the Consent Calendar by removing item 5c. Director Bouchard made the motion to approve the Consent Calendar with the amendment to remove item 5c. Director Brewer seconded the motion. The motion passed.

Nast, Debley, Bouchard, Brewer, Marcus

5- Yes 0 -No

**D. OPERATIONS AND MAINTENANCE REPORT:**

Operation Manager Navarro used a PowerPoint presentation to display the Operations and Maintenance Report. District projects for the month of September included verification of asset location, distribution of Nuline project notices, flushing of CIBCSD system, and contending with Edison power outages effecting 5 to 7 Stations experiencing loss of power.

**E. CLOSED SESSION:**

**General Counsel announced the Board went into Closed Session at 6:13 p.m.**

**Public Employee Performance Evaluation (Gov. Code § 54957)**

**Title: General Manager**

**General Counsel announced Board was back in Open Session at 7:22 p.m. Board met with General Counsel to discuss the item under closed session Public Employment General Manager. No actionable item to report.**

**F. ACTION CALENDAR:**

**1. Annual Performance and Salary Review of District General Manager. The Board will review and consider the General Manager's performance and compensation following closed session performance evaluation.**

Director Bouchard made the motion for an ADHOC committee to be formed led by Chair Nast and Vice President Debley and to award General Manager Martinez a 2.8% merit increase and additional CPI of 1.2%. The ADHOC committee's purpose will be to coalesce the Board member evaluation comments and provide a plan of objectives giving General Manager Martinez direction as to Board Members expectations for the upcoming year. Brewer seconded the motion. The motion passed.

ROLL CALL VOTE:

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

**2. Port Hueneme Water Agency Urban Water Management Plan and America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment Proposal from MKN & Associated to be Considered**

General Manager Martinez updated the board on the future PHWA Agenda item and asked for if the Board wanted to give direction to the 2 District Board members that sit on the PHWA Board. Board discussion ensued and the Board asked questions. No Board action was taken.



**G. INFORMATION CALENDAR:**

1. Receive report regarding the extension of the March 31, 2020 Emergency Declaration and Orders of the Channel Islands Beach Community Services District Board of Directors Related to the 2020 COVID-19 Outbreak. Board received report.
2. Report from Board Members of any meeting or conference where compensation from the District for attendance was received

Director Marcus reported that there was a Public Works Department Waterline Break and Repair Presentation at the PHWA meeting.

**H. BOARD MEMBER COMMENTS:**

Director Brewer reported that she is a member of the Fisherman's Wharf project Harbor Committee which is a group that includes Mark Sandoval and the City of Oxnard.

Director Marcus stated that a car went through the dead-end sign on Sunset. Residents are concerned about recent activity in this area.

Vice President Debley hopes the Sherriff can attend the next meeting to give updates on current incidents in the beach areas.

**I. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:**

General Counsel had no comment.

General Manager Martinez informed the Board that the Raftelis contractual amount for the wastewater and water rate study decreased to \$60,000 instead of \$68,000.

The Board Meeting adjourned at 8:00 P.M.

---

Bob Nast, President



Board of Directors:

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

PETER MARTINEZ  
General Manager

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, November 10, 2020**

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Agreement with Coastal Architects for Final Design of Office and Yard Improvements Project (CI 402)  
**Item No.** E-1

**RECOMMENDATION:**

1. Board to consider and approve agreement with Coastal Architects for final design services of the District's Office and Yard Improvements Project (CI 402) in the amount of \$98,850.50.

**BACKGROUND/DISCUSSION:**

The proposed agreement with Coastal Architects is for final architectural design services of the District's Office and Yard Improvement Project. The scope of this proposal includes final architectural design services of the following:

- 2,462 square foot, new, 2-story administration building
- 1,000 square foot remodel of the existing operations building
- Various yard improvements

The detailed architectural scope of work for this project includes the following tasks:

- Project Management Services
- Preliminary Design 30%
- Construction Documents 60%
- Construction Documents 100%
- Final Bid Set of Construction Documents
- Cost Estimates
- Permitting
- Bidding Assistance

To complete the final design, District staff contacted and negotiated a contract for \$98,850.50 with Coastal Architects. Coastal Architects was selected based on their local office (Oxnard) and their experience in developing the Conceptual Design for this project.

If approved, the final design services are anticipated to take place in the Winter/Spring of 2021 and will be completed prior to the end of the current fiscal year.

**FINANCIAL IMPACT:**

The proposed agreement for Final Architectural Design Services with Coastal Architects is within the planned and budgeted design amount included in CIP CI 402 (\$100,000).

**ATTACHMENT:**

1. Agreement with Coastal Architects

**PROFESSIONAL SERVICES AGREEMENT**  
between  
**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**  
and  
**COASTAL ARCHITECTS, INC**  
for  
**ARCHITECTURAL DESIGN OF DISTRICT HEADQUARTERS**

The Channel Islands Beach Community Services District, herein "DISTRICT", and Raftelis Financial Consultants, Inc., herein "CONSULTANT", agree as follows:

**SECTION 1 - PURPOSE**

Under this Agreement, the CONSULTANT shall provide Architectural Design Services related to the District Headquarters.

**SECTION 2 - SCOPE OF SERVICES**

The CONSULTANT shall, in good workmanlike and professional manner and at its own expense, furnish all of the technical, administrative, professional and other labor, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

**SECTION 3 - TERM**

The term of this Agreement shall be for a period of twelve (12) months commencing on notice to proceed.

**SECTION 4 - ACCEPTANCE**

This Agreement constitutes the DISTRICT'S offer to the CONSULTANT. Unless the CONSULTANT notifies the DISTRICT, in writing to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the CONSULTANT'S approval of, and consent to the terms and conditions of this Agreement herein contained.

**SECTION 5 - TERMINATION**

(a) The DISTRICT may terminate or cancel this Agreement, in whole or in part, without liability to the DISTRICT, if CONSULTANT fails to perform in accordance with the

requirements of Section 2 – Scope of Services of this Agreement, or in the event of a substantial breach of any of the other terms or conditions hereof.

(b) The DISTRICT may also terminate this Agreement, in whole or in part, even though CONSULTANT is not in default hereunder and no breach hereof has occurred, by notice in writing at any time. Such notice shall state the extent and effective date of termination and upon the receipt by CONSULTANT of such notice, CONSULTANT will, as and to the extent prescribed by the DISTRICT, stop work under the Agreement and placement of further purchase orders or subcontracts hereunder, terminate work under purchase order and subcontracts outstanding hereunder, and take any necessary action to protect property in the CONSULTANT'S possession in which the DISTRICT, has or may acquire an interest.

### **SECTION 6 – AGREEMENT ADMINISTRATION**

The Project Manager is the DISTRICT'S designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

Pete Martinez, General Manager  
353 Santa Monica Drive  
Oxnard, CA 93035  
(805) 985-6021  
[pmartinez@cibcsd.com](mailto:pmartinez@cibcsd.com)

### **SECTION 7 - CONSIDERATION**

The DISTRICT shall compensate the CONSULTANT on a time-and-material basis at the rates and in the amounts shown in Exhibit "A". Total payments shall not exceed **Ninety Eight Thousand Eight Hundred Fifty Dollars and Fifty cents (\$98,850.50)**.

### **SECTION 8 -BILLING**

(a) CONSULTANT'S invoices shall be submitted on a monthly basis for the previous month's services.

- (b) CONSULTANT shall submit an itemized invoice that includes:
- (1) Date or period of service.
  - (2) A complete description of the services performed.
  - (3) DISTRICT'S project name.
  - (4) The name of the DISTRICT'S Project Manager.

- (5) CONSULTANT'S remittance address.
- (6) Name and phone number of CONSULTANT'S accounts receivable representative.
- (c) When applicable, CONSULTANT'S invoice shall be accompanied by support documentation sufficient to validate the charges for each invoice item.
- (d) CONSULTANT shall submit invoices to the following address:

Channel Islands Beach Community Services District  
Attn: Accounts Payable  
353 Santa Monica Drive  
Oxnard, CA 93035
- (e) Incomplete invoices will be returned to the CONSULTANT.
- (f) DISTRICT'S payment terms are **Net 30 days** after receipt of invoice.

#### **SECTION 9 - NOTICES**

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission.

To: CONSULTANT  
Coastal Architects, Inc.  
Attn: Jeff B. Zook, Owner/Architect  
505 South A Street, Suite 200  
Oxnard, CA 93030

To: DISTRICT  
Channel Islands Beach Community Services District  
Attn: Pete Martinez, General Manager  
353 Santa Monica Drive  
Oxnard, CA 93035

Phone: (805) 985-6021

## **SECTION 10 - OWNERSHIP OF DATA, REPORTS, AND DOCUMENTS**

The CONSULTANT shall deliver to the General Manager notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the DISTRICT. The CONSULTANT is released from responsibility to third parties for the use by DISTRICT of data, reports, and documents on other projects. The CONSULTANT may retain copies of such documents for its own use. The DISTRICT may use or reuse the materials prepared by CONSULTANT without additional compensation to CONSULTANT.

## **SECTION 11 - CONFIDENTIALITY**

Except as required by law, CONSULTANT will not disclose or cause their respective officers, directors, employees, representatives, agents, advisors, or subconsultants to disclose or use any of the content of negotiations or Confidential Information furnished, or otherwise permitted for review, by one party to the other in connection with the proposed transactions. For purposes of this paragraph, "Confidential Information" means information supplied by one party to the other, except information which is part of public record.

## **SECTION 12 - FORCE MAJEURE**

Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to the duration of the force majeure event. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

## **SECTION 13 - INDEMNIFICATION**

CONSULTANT shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of CONSULTANT or its officers, agents, or employees in rendering services under this agreement; excluding, however,

such liability, claims, losses, damages, or expenses arising solely from DISTRICT'S active negligence or willful acts.

#### **SECTION 14 - INSURANCE REQUIREMENTS**

(a) The CONSULTANT shall procure and maintain, for the duration of the contract insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the CONSULTANT, officers, agents, employees, or volunteers.

(b) The CONSULTANT shall provide the following coverages:

(1) Commercial General Liability insurance written on an occurrence basis (Insurance Service Office ("ISO") policy form CG 00 01 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The insurance policy shall be amended to provide that the general aggregate limit shall apply separately to the work under this contract or the general aggregate shall be twice the required per occurrence limit.

(2) Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability Insurance - The CONSULTANT and all sub-consultants shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the work site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The CONSULTANT shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

(4) Professional Liability insurance appropriate to the CONSULTANT'S profession providing coverage for loss, damage or injury arising out of professional acts, errors or omissions in the amount of \$1,000,000 per claim. If a general policy aggregate limit is applicable to the coverage, the general policy aggregate limit shall apply separately to this contract (with an appropriate endorsement) or the general policy aggregate limit shall be twice the required per claim limit.

(c) The required limits for the insurance policies required above may be satisfied by a combination of a primary policy and an excess or umbrella policy.



(d) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial General Liability - The DISTRICT and its Board Members, officers, employees, agents and volunteers are added as additional insureds. Additional insured endorsements shall provide coverage at least as broad as Commercial General Liability ISO form CG 20 10 11 85. If ISO form CG 20 10 11 85 is not provided, then ISO form CG 20 10 XX XX [most current version] may be provided but must be accompanied by ISO form CG 20 37 XX XX [most current version].

(2) The CONSULTANT'S insurance shall be primary insurance as respects the DISTRICT, its Board Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the DISTRICT shall be excess of the CONSULTANT'S insurance and shall not contribute to it.

(3) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the DISTRICT, its Board Members, officers, employees, agents and volunteers.

(4) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.

(5) The policies may provide coverage which contains deductible or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the DISTRICT under such policies. The CONSULTANT shall be solely responsible for deductible and/or self insured retention and the DISTRICT, at its option, may require the CONSULTANT to secure the payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the DISTRICT.

(6) Prior to start of work under the contract, the CONSULTANT shall file with the DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of ISO form CG 20 10 11 85 (or ISO form CG 20 10 XX XX [latest version] accompanied by ISO form CG 20 37 XX XX [latest version]) required in above shall be attached to the Certificate of Insurance at the time that it is filed with the DISTRICT. Should the required coverage be furnished under more than one policy of insurance, the CONSULTANT may submit as many certificates of insurance as needed to provide the

required amounts. The DISTRICT reserves the right to require certified complete copies of any insurance coverage required by this contract but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.

(7) All Coverages:

(i) Each policy required in this Section shall contain a policy cancellation clause that provides that the policy shall not be canceled or otherwise terminated by the insurer or the CONSULTANT or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT, Attention: Project Manager.

(e) All insurance required by this contract shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current AM Best rating of not less than A:VII unless prior approval is secured from the DISTRICT as to the use of such insurer.

(f) The CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-supplier.

(g) All coverages for sub-consultants shall be subject to all of the requirements stated herein. The CONSULTANT shall maintain evidence of compliance with the insurance requirements by the sub-consultants at the job site and make them available for review by the DISTRICT.

(h) CONSULTANT shall submit all required insurance documentation identified herein to DISTRICT not later than seven (7) calendar days from the initial receipt of this agreement for signature.

### **SECTION 15 – RIGHT TO AUDIT**

Following execution of this Agreement and for a period of three years following the completion of performance, DISTRICT shall have the right to audit the CONSULTANT'S invoices and all supporting documentation generated in performance of this agreement.

### **SECTION 16 - ATTORNEY'S FEES**

If any action is instituted to enforce this Agreement, the prevailing party shall be reimbursed all reasonable attorneys' fees, costs of collection, as well as any other costs and expenses incurred in connection with the enforcement effort.

### **SECTION 17 - ASSIGNMENT**

CONSULTANT shall not assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the DISTRICT.

### **SECTION 18 - INDEPENDENT CONSULTANT**

The CONSULTANT is an independent CONSULTANT and not an employee of the DISTRICT.

### **SECTION 19 - APPLICABLE LAW**

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

### **SECTION 20 - LABOR COMPLIANCE**

#### (a) Public Works

(1) Portions of this project for which services are provided in performance of this agreement may be considered a "Public Work" for purposes of prevailing wage laws.

(2) Channel Islands Beach Community Services District will file a form PWC-100 with the Department of Industrial Relations ("DIR") for this project, when applicable.

(3) A consultant, contractor, subconsultant or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered consultant or contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the consultant or contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

#### (b) Prevailing Wages

(1) CONSULTANT, subconsultants and subcontractors will not pay less than the prevailing rates of wages. A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the Agency's offices. CONSULTANT will post one copy of the prevailing rates of wages at the job site.

(2) CONSULTANT shall forfeit as penalty to the Agency a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid.

(c) Travel and Subsistence Payments - Travel and subsistence payments shall be paid to each worker as specified by the Department of Industrial Relations for the particular craft, classification, or type of work.

(d) Hours of Work

(1) Eight (8) hours' labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or 40 hours during a calendar week of the foregoing hours.

(2) As a penalty for failure to pay overtime when required, the CONSULTANT, subconsultant or subcontractor shall forfeit to the Agency \$25.00 for each worker for each calendar day during which such worker works more than eight (8) hours and is not paid overtime, and for each week during which such worker works more than 40 hours and is not paid overtime.

(e) Certified Payroll - CONSULTANT shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker. CONSULTANT, subconsultant and subcontractor shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4

(f) Apprentices - CONSULTANT shall comply with the Labor Code concerning the employment of apprentices.

### **SECTION 21 - SUBSTITUTION OF SUBCONSULTANTS**

There may be occasion, during the course of this engagement, to substitute or introduce a new subconsultant in order to satisfy the requirements for a specific task request. Introduction of substitute or new subconsultants will be allowed, but, is subject to the express written approval of the DISTRICT. Such approval shall not be unreasonably withheld.

### **SECTION 22 - INTEGRATION**

This Agreement represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the latest signature below.

APPROVED:

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_ Date \_\_\_\_\_  
Pete Martinez, General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date \_\_\_\_\_  
District Counsel

APPROVED:

COASTAL ARCHITECTS INC.

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

Name & Title: \_\_\_\_\_  
(please print)



Coastal Architects, Inc  
Architecture + Planning  
505 South A Street, Suite 200  
Oxnard, Ca 93030  
T: 805-985-7654  
F: 805-201-3023

October 21, 2020 (rev Nov 5, 2020)

Channel Islands Beach Community Services District

Attn: Pete Martinez, General Manager

*Via email transmittal*

Re: **Headquarters Improvements**, 353 Santa Monica Drive, Oxnard, Ca 93035 - *Architectural Design & Limited CUP Planning Services*

Thank you for considering the team of [Coastal Architects](#) as your Architectural experts once again! We are very excited to be a part of this project and look forward to our involvement in creating a functional headquarter facility. We are very confident in our ability to meet and exceed your expectations based on our previous work experience.

Our understanding of the scope of this project consists of “final architectural design” services for the following;

2462 SF new, 2-story administration building

1,000 SF remodel of existing “operations Building”

Various yard improvements per Attachment A

Our detailed scope of work outlined below is based on the Final Design Request for Proposal dated October 2, 2020.

**Our detailed Architectural Scope of Work for each phase will be as follows.**

**Task 1: Project Management Services**

- Overall project management, including supervision of in-house staff, planning and monitoring of contract budget and schedule and coordination with District and Consultant’s project team and designated Consultant Project Manager.
- **Provide senior technical review and implement client quality assurance and quality control measures.**
- Services include 30 minute bi-weekly meeting, kick-off meeting and review meetings at 30%, 60% and 90% completion.

**Task 2:**

**Preliminary Design 30%**

- Site visit to document existing conditions
- Prepare Schematic Design documents to convey an initial indication of the design of the project and functional relationships of interior areas and type and location of required mechanical and electrical systems.
- Preliminary Design shall include, at a minimum, drawings for general, site development (demo, civil, grading), plans for architectural and structural, and electrical single line.
- Table of contents for the specifications.
- Attend review meeting with client to discuss Preliminary Design plans.

**Task 3 –**

**Construction Documents 60%**

- Provide Architectural plans to set forth the detail aspects of the design, function and construction to be used in the project. Plans shall be appropriate and sufficiently descriptive to estimate costs at 60% level.
- Deliverable shall include full civil, structural, electrical, mechanical, plumbing and landscape drawings, with exception of details, which may be only partially included. A complete set of specifications shall be submitted with this deliverable.

*Deliverable: PDF submittal of drawings/specifications.*

**Task 4 –**

**Construction Documents 100%**

- Deliverable shall include a full set of drawings and specifications as listed above and inclusive of associated calculations, technical details and Title 24 Energy reporting.
- Power Utility Coordination for required services.

*Deliverables: PDF submittal of drawings/specifications, 5 half size and 2 full size drawings.*

**Task 5 –**

**Construction Documents – Final Bid Set**

- The Construction Documents Final Set shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate.

*Deliverables: Final and source files (PDF and CAD), 5 half size and 2 full size drawings.*

**Task 6 –**

**Cost Estimate**

- Provide a cost estimate at 30% project design, 60 % project design, and Final deliverables.

**Task 7 -**

**Permitting**

- Complete the Ventura County permit process with Planning Division, Building and Safety, Public Works, Fire, Water and Sanitation, and Environmental Health (if required). Printing and reproduction costs are not inclusive.

**Task 8 -**

**Bidding Assistance**

- Architect/Engineer shall interpret the Bid Construction Documents, respond to RFI's, prepare addenda and clarification documents, and provide evaluations of proposed alternates-equals.

- Meet with the successful contractor to review the plans, schedules, and scope, to promote common understanding of the work and mitigate time-consuming alterations, or potential field management issues.
- Coordinate with the contractors on matter of the construction contract, construction schedule, bonds, format for payments, project start, and permit acquisition.

**Task 9 - Fire Alarm & Fire Sprinkler Design (Option 1)**

- Provide Fire Alarm plans for common areas showing Fire alarm systems that may include Voice Evacuation, Heat detectors, Speakers, Annunciator, interlocking to elevator controllers and monitoring of Fire sprinkler system
- Provide a detailed design to provide a cost-effective engineering design of the fire sprinkler system to complement architectural drawings in accordance with applicable codes
- Provide detailed hydraulic fire sprinkler design fire sprinkler layout
- Prepare Fire Sprinkler book specifications
- Provide Fire alarm calculations
- Prepare Fire Alarm book specifications

**FEE**

Our fee for the above scope of work is based on a percentage of construction cost which is estimated at 1.5 million. Similar projects fees are between 6-8%. Our fee will be 7.5% of estimated construction costs as follows.

<b>Task 1:</b>	<b>Project Management is included in all Tasks below</b>	
<b>Task 2:</b>	<b>\$ 15,631.50</b>	<b>Fixed Fee</b>
<b>Task 3:</b>	<b>\$ 18,984.75</b>	<b>Fixed Fee</b>
<b>Task 4:</b>	<b>\$ 35,003.00</b>	<b>Fixed Fee</b>
<b>Task 5:</b>	<b>\$ 16,638.75</b>	<b>Fixed Fee</b>
<b>Task 6:</b>	<b>\$ 4,887.50</b>	<b>Fixed Fee</b>
<b>Task 7:</b>	<b>\$ 4,705.00</b>	<b>Hourly not to exceed</b>
<b>Task 8:</b>	<b>\$ 3,000.00</b>	<b>Hourly not to exceed</b>
<i>Task 9:</i>	<u><i>\$ 10,800.00</i></u>	<i>Fixed Fee Option 1</i>
<b>TOTAL:</b>	<b>\$ 98,850.50</b>	<b>Excluding Option 1</b>

*Fee Notes:*

- 1 In the event the scope of work changes for any reason, we will notify you early in the process of anticipated changes that may result in additional fees.*
- 2 You will be billed monthly. Payment is due 30 days from the date on the invoice.*



3 Reimbursement expenses - All outside costs, services, and expenses, including without limitation, blueprinting, deliveries, mailings, sign postings, etc. will be billed through us at a rate of cost-plus fifteen percent (15%). Outside costs and expenses are not included in the fee.

4 Hourly rates to complete additional work or exclusion items are as follows.

a Architect:	\$180
b Structural Engineer:	\$200
c Senior Engineer / Designer:	\$175
d Project Designer / EIT:	\$135
e Project Manager:	\$110
f CAD Drafting:	\$95
g Administrative:	\$80
h Commissioning:	\$160

**Preliminary Schedule:**

Task 2 -	Site visit:	Within 5 days of Notice to Proceed (NTP),
	30% SD Review Meeting:	20 Days from NTP
Task 3 -	60% CD Review Meeting:	20 days from SD review meeting
Task 4 -	100% CD Review Meeting:	30 days from 60% CD review meeting
Task 5 -	Final Bid Set (Plan checking):	Assume a 90-day plan check process + 15 days to incorporate all comments
Task 6 -	Cost Estimating:	Runs concurrently with task and deliverable requirements above.
Task 7 -	Permitting:	Per Task 5 timeline, we have assumed a Standard 90 days plan check process.
Task 8 -	Bidding:	Assumes a 20 – 30 day bid process
Task 9 -	Fire Sprinkler & Alarm (Option):	Runs concurrently with Task 2-5 above.

***Per the above schedule, we anticipate being ready for plan check submittal within 75 days from NTP (Approx. Feb 19, 2021) and obtaining building department clearances 90 days after submittal. (Approx. July 1, 2021)***

***Please note that this schedule is preliminary, and we can expedite certain portions to comply with CIBCSD timelines.***

**Exclusions:**

1. Carport structural engineering with exception of utility conduit's for future power, lighting and photovoltaic systems.
2. All matters relating to hazardous or toxic materials including mold, fungi, or other similar microbial conditions.
3. Revisions or changes to the designs, drawings, or other portions of the work requested by you or others beyond limits specified above.
4. Geotechnical services, soils study or reporting
5. Post tensioned slab on grade or deep foundation systems

6. Parking, Traffic or Acoustical studies, reports or designs.
7. LEED, Net Zero or Well Building
8. Low voltage design or plan, including CCTV, security systems, telephone systems, etc.
9. Any re-design due to new soil parameters, contractor errors or client changes after approvals.
10. Services made necessary due to Client's decision to pursue variances to applicable codes and requirements.
11. Construction administration services excluded, services may include but are not limited to Responses to contractors RFI/RFC, submittal reviews, final punch walk, construction phase meetings, site visits etc.
12. Health Department plans or processing for modifications to food service areas.
13. Grease interceptor, Fire pump, Domestic booster pump designs
14. Photovoltaic / Solar systems
15. Permit or Agency Fees
16. Signage Program

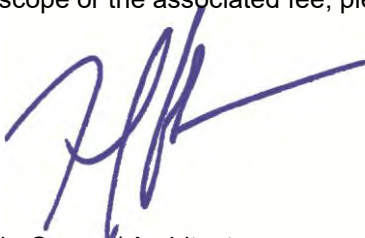
**Assumptions & Special Requirements:**

1. Owner/Client will provide accurate maps and/or plans setting forth the location of all property lines, buildings and structures and their components, subterranean structures and utilities. We will rely on the accuracy of documents acquired from you or your other consultants.
2. Design drawings incorporate all required California Building Code minimums, but we have assumed that the existing building are legally permitted and safe.
3. Shallow foundation systems, no special foundation treatments or deep foundation systems.
4. Existing utilities: water, sewer, gas are of sufficient size and capacity for proposed project. No upgrading of utilities is proposed.
5. Telecom coordination by client or general contractor.
6. All instruments of service including but not limited to, reports, field samples and data, field notes, laboratory tests and data, drawings, specifications, calculations, estimates, and other documents prepared by us or our consultants in connection with the project are, and shall remain our property.

The proposal described in this letter will expire 30 days from the date of this letter. If this proposal meets with your approval, we will prepare an authorization letter with signature blocks for all parties. This letter and proposal will then constitute an Agreement between us for the performance of the work.

**Thank you for the opportunity** to present this proposal for your consideration. If you should have any questions about our scope or the associated fee, please contact us at your earliest convenience.

Sincerely,



Jeff B Zook, Owner / Architect

California License C-27561



Board of Directors:

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

PETER MARTINEZ  
General Manager

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

**Regular Board Meeting, November 10, 2020**

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Agreement with IRJ Engineers Inc  
**Item No.** E-2

**RECOMMENDATION:**

1. Board to consider and approve agreement with IRJ Engineers for electrical design services for the District's wastewater lift stations in the amount of \$43,900.

**BACKGROUND/DISCUSSION:**

The Lift Station Condition Assessment (March 2018, KEH) identified various projects for rehabilitating the District's existing wastewater lift stations. A portion of these projects were included in the FY20/21 budget, specifically CI 202 Sewer Lift Station Rehabilitation (\$190k). The projects included in the current fiscal year are as follows:

1. Modify fan operation at each lift station to meet compliance with NFPA 820 requirements.
2. Replacement of the main feeder conductors at Lift Station Hollywood along with installation of explosion-proof fittings where the conduits exit the wet well.
3. Replacement of the utility meter pedestal at Lift Station B.
4. Installation of hydrogen sulfide monitoring systems and local/remote alarm annunciation at lift stations.
5. ArcFlash labeling for electrical equipment at all lift stations.

These projects are required to improve safety and meet regulatory compliance at the lift stations. To complete the design of these improvements District staff contacted and negotiated a contract for \$43,900 with IRJ Engineers Inc (IRJ). IRJ was selected based on their local office (Ventura) and their involvement with the 2018 condition assessment which identified these improvements.

Following design, the improvements are anticipated to be constructed in Spring 2021 and will be completed prior to the end of the current fiscal year.

**FINANCIAL IMPACT:**

The accepted proposal is within the planned and budgeted design amount included in CIP CI 202 (\$47,000).

**ATTACHMENT:**

1. Agreement with IRJ Engineers Inc.

**PROFESSIONAL SERVICES AGREEMENT**  
between  
**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**  
and  
**IRJ ENGINEERS, INC.**  
for  
**LIFT STATION REHABILITATION PROPOSAL**

The Channel Islands Beach Community Services District, herein "DISTRICT", and IRJ Engineers, Inc., herein "CONSULTANT", agree as follows:

**SECTION 1 - PURPOSE**

Under this Agreement, the CONSULTANT shall provide Lift Station Rehabilitation Proposal.

**SECTION 2 - SCOPE OF SERVICES**

The CONSULTANT shall, in good workmanlike and professional manner and at its own expense, furnish all of the technical, administrative, professional and other labor, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

**SECTION 3 - TERM**

The term of this Agreement shall be for a period of twelve (12) months commencing on notice to proceed.

**SECTION 4 - ACCEPTANCE**

This Agreement constitutes the DISTRICT'S offer to the CONSULTANT. Unless the CONSULTANT notifies the DISTRICT, in writing to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the CONSULTANT'S approval of, and consent to the terms and conditions of this Agreement herein contained.

**SECTION 5 - TERMINATION**

(a) The DISTRICT may terminate or cancel this Agreement, in whole or in part, without liability to the DISTRICT, if CONSULTANT fails to perform in accordance with the

requirements of Section 2 – Scope of Services of this Agreement, or in the event of a substantial breach of any of the other terms or conditions hereof.

(b) The DISTRICT may also terminate this Agreement, in whole or in part, even though CONSULTANT is not in default hereunder and no breach hereof has occurred, by notice in writing at any time. Such notice shall state the extent and effective date of termination and upon the receipt by CONSULTANT of such notice, CONSULTANT will, as and to the extent prescribed by the DISTRICT, stop work under the Agreement and placement of further purchase orders or subcontracts hereunder, terminate work under purchase order and subcontracts outstanding hereunder, and take any necessary action to protect property in the CONSULTANT'S possession in which the DISTRICT, has or may acquire an interest.

### **SECTION 6 – AGREEMENT ADMINISTRATION**

The Project Manager is the DISTRICT'S designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

Pete Martinez, General Manager  
353 Santa Monica Drive  
Oxnard, CA 93035  
(805) 985-6021  
[pmartinez@cibcsd.com](mailto:pmartinez@cibcsd.com)

### **SECTION 7 - CONSIDERATION**

The DISTRICT shall compensate the CONSULTANT on a time-and-material basis at the rates and in the amounts shown in Exhibit "B". Total payments shall not exceed **Forty-Three Thousand Nine Hundred (\$43,900.00) dollars.**

### **SECTION 8 -BILLING**

(a) CONSULTANT'S invoices shall be submitted on a monthly basis for the previous month's services.

- (b) CONSULTANT shall submit an itemized invoice that includes:
- (1) Date or period of service.
  - (2) A complete description of the services performed.
  - (3) DISTRICT'S project name.
  - (4) The name of the DISTRICT'S Project Manager.

- (5) CONSULTANT'S remittance address.
- (6) Name and phone number of CONSULTANT'S accounts receivable representative.
- (c) When applicable, CONSULTANT'S invoice shall be accompanied by support documentation sufficient to validate the charges for each invoice item.
- (d) CONSULTANT shall submit invoices to the following address:  
  
Channel Islands Beach Community Services District  
Attn: Accounts Payable  
353 Santa Monica Drive  
Oxnard, CA 93035
- (e) Incomplete invoices will be returned to the CONSULTANT.
- (f) DISTRICT'S payment terms are **Net 30 days** after receipt of invoice.

#### **SECTION 9 - NOTICES**

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission.

To: CONSULTANT  
IRJ Engineers, Inc.  
Attn: Jill E. Johnson, Manager  
4517 Market Street, Suite 1B  
Ventura, CA 93003

To: DISTRICT  
Channel Islands Beach Community Services District  
Attn: Pete Martinez, General Manager  
353 Santa Monica Drive  
Oxnard, CA 93035

Phone: (805) 985-6021

## **SECTION 10 - OWNERSHIP OF DATA, REPORTS, AND DOCUMENTS**

The CONSULTANT shall deliver to the General Manager notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the DISTRICT. The CONSULTANT is released from responsibility to third parties for the use by DISTRICT of data, reports, and documents on other projects. The CONSULTANT may retain copies of such documents for its own use. The DISTRICT may use or reuse the materials prepared by CONSULTANT without additional compensation to CONSULTANT.

## **SECTION 11 - CONFIDENTIALITY**

Except as required by law, CONSULTANT will not disclose or cause their respective officers, directors, employees, representatives, agents, advisors, or subconsultants to disclose or use any of the content of negotiations or Confidential Information furnished, or otherwise permitted for review, by one party to the other in connection with the proposed transactions. For purposes of this paragraph, "Confidential Information" means information supplied by one party to the other, except information which is part of public record.

## **SECTION 12 - FORCE MAJEURE**

Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to the duration of the force majeure event. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

## **SECTION 13 - INDEMNIFICATION**

CONSULTANT shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of CONSULTANT or its officers, agents, or employees in rendering services under this agreement; excluding, however,



such liability, claims, losses, damages, or expenses arising solely from DISTRICT'S active negligence or willful acts.

#### **SECTION 14 - INSURANCE REQUIREMENTS**

(a) The CONSULTANT shall procure and maintain, for the duration of the contract insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the CONSULTANT, officers, agents, employees, or volunteers.

(b) The CONSULTANT shall provide the following coverages:

(1) Commercial General Liability insurance written on an occurrence basis (Insurance Service Office ("ISO") policy form CG 00 01 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The insurance policy shall be amended to provide that the general aggregate limit shall apply separately to the work under this contract or the general aggregate shall be twice the required per occurrence limit.

(2) Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability Insurance - The CONSULTANT and all sub-consultants shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the work site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The CONSULTANT shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

(4) Professional Liability insurance appropriate to the CONSULTANT'S profession providing coverage for loss, damage or injury arising out of professional acts, errors or omissions in the amount of \$1,000,000 per claim. If a general policy aggregate limit is applicable to the coverage, the general policy aggregate limit shall apply separately to this contract (with an appropriate endorsement) or the general policy aggregate limit shall be twice the required per claim limit.

(c) The required limits for the insurance policies required above may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(d) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial General Liability - The DISTRICT and its Board Members, officers, employees, agents and volunteers are added as additional insureds. Additional insured endorsements shall provide coverage at least as broad as Commercial General Liability ISO form CG 20 10 11 85. If ISO form CG 20 10 11 85 is not provided, then ISO form CG 20 10 XX XX [most current version] may be provided but must be accompanied by ISO form CG 20 37 XX XX [most current version].

(2) The CONSULTANT'S insurance shall be primary insurance as respects the DISTRICT, its Board Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the DISTRICT shall be excess of the CONSULTANT'S insurance and shall not contribute to it.

(3) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the DISTRICT, its Board Members, officers, employees, agents and volunteers.

(4) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.

(5) The policies may provide coverage which contains deductible or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the DISTRICT under such policies. The CONSULTANT shall be solely responsible for deductible and/or self insured retention and the DISTRICT, at its option, may require the CONSULTANT to secure the payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the DISTRICT.

(6) Prior to start of work under the contract, the CONSULTANT shall file with the DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of ISO form CG 20 10 11 85 (or ISO form CG 20 10 XX XX [latest version] accompanied by ISO form CG 20 37 XX XX [latest version]) required in above shall be attached to the Certificate of Insurance at the time that it is filed with the DISTRICT. Should the required coverage be furnished under more than one policy of insurance, the CONSULTANT may submit as many certificates of insurance as needed to provide the

required amounts. The DISTRICT reserves the right to require certified complete copies of any insurance coverage required by this contract but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.

(7) All Coverages:

(i) Each policy required in this Section shall contain a policy cancellation clause that provides that the policy shall not be canceled or otherwise terminated by the insurer or the CONSULTANT or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT, Attention: Project Manager.

(e) All insurance required by this contract shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current AM Best rating of not less than A:VII unless prior approval is secured from the DISTRICT as to the use of such insurer.

(f) The CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-supplier.

(g) All coverages for sub-consultants shall be subject to all of the requirements stated herein. The CONSULTANT shall maintain evidence of compliance with the insurance requirements by the sub-consultants at the job site and make them available for review by the DISTRICT.

(h) CONSULTANT shall submit all required insurance documentation identified herein to DISTRICT not later than seven (7) calendar days from the initial receipt of this agreement for signature.

### **SECTION 15 – RIGHT TO AUDIT**

Following execution of this Agreement and for a period of three years following the completion of performance, DISTRICT shall have the right to audit the CONSULTANT'S invoices and all supporting documentation generated in performance of this agreement.

### **SECTION 16 - ATTORNEY'S FEES**

If any action is instituted to enforce this Agreement, the prevailing party shall be reimbursed all reasonable attorneys' fees, costs of collection, as well as any other costs and expenses incurred in connection with the enforcement effort.

### **SECTION 17 - ASSIGNMENT**

CONSULTANT shall not assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the DISTRICT.

### **SECTION 18 - INDEPENDENT CONSULTANT**

The CONSULTANT is an independent CONSULTANT and not an employee of the DISTRICT.

### **SECTION 19 - APPLICABLE LAW**

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

### **SECTION 20 - LABOR COMPLIANCE**

(a) Public Works

(1) Portions of this project for which services are provided in performance of this agreement may be considered a "Public Work" for purposes of prevailing wage laws.

(2) Channel Islands Beach Community Services District will file a form PWC-100 with the Department of Industrial Relations ("DIR") for this project, when applicable.

(3) A consultant, contractor, subconsultant or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered consultant or contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the consultant or contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Prevailing Wages

(1) CONSULTANT, subconsultants and subcontractors will not pay less than the prevailing rates of wages. A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the Agency's offices. CONSULTANT will post one copy of the prevailing rates of wages at the job site.

(2) CONSULTANT shall forfeit as penalty to the Agency a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid.

(c) Travel and Subsistence Payments - Travel and subsistence payments shall be paid to each worker as specified by the Department of Industrial Relations for the particular craft, classification, or type of work.

(d) Hours of Work

(1) Eight (8) hours' labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or 40 hours during a calendar week of the foregoing hours.

(2) As a penalty for failure to pay overtime when required, the CONSULTANT, subconsultant or subcontractor shall forfeit to the Agency \$25.00 for each worker for each calendar day during which such worker works more than eight (8) hours and is not paid overtime, and for each week during which such worker works more than 40 hours and is not paid overtime.

(e) Certified Payroll - CONSULTANT shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker. CONSULTANT, subconsultant and subcontractor shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4

(f) Apprentices - CONSULTANT shall comply with the Labor Code concerning the employment of apprentices.

### **SECTION 21 - SUBSTITUTION OF SUBCONSULTANTS**

There may be occasion, during the course of this engagement, to substitute or introduce a new subconsultant in order to satisfy the requirements for a specific task request. Introduction of substitute or new subconsultants will be allowed, but, is subject to the express written approval of the DISTRICT. Such approval shall not be unreasonably withheld.

### **SECTION 22 - INTEGRATION**

This Agreement represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the latest signature below.

APPROVED:

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_ Date \_\_\_\_\_  
Pete Martinez, General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date \_\_\_\_\_  
District Counsel

APPROVED:

IRJ ENGINEERS, INC.

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

Name & Title: \_\_\_\_\_  
(please print)

**EXHIBIT A**  
**CONSULTANT SCOPE OF SERVICES**



# IRJ ENGINEERS INC.

MECHANICAL & ELECTRICAL ENGINEERS

4517 MARKET STREET, SUITE 1B VENTURA, CALIFORNIA 93003-7841  
TELE (805) 642-2355

OFFICERS

JACK V. IVERS, P.E.

STEVEN ROMOFSKY, P.E.

JILL E. JOHNSON, P.E.

September 11, 2020

Ms. Cindy Esparza  
MKN & Associates  
38 Executive Park, Suite 320  
Irvine, California 92614

Re: Channel Islands Beach Community Services District (CIBCSD)  
Lift Station Rehabilitation  
Proposal

Dear Cindy:

We propose to render professional Electrical Consulting Engineering services in connection with the CIBCSD/Lift Station Rehabilitation. You are expected to furnish us with full information as to your requirements for this project and also to make available all pertinent existing data. If the project continues for more than one year because of reasons beyond our control, our compensation will be subject to an equitable adjustment.

This proposal remains open for acceptance until October 12, 2020.

Our Basic Services will consist of preparing Construction Documents for this project. This project is described in your July 23, 2020 and September 2 emails and is further described in this proposal. Our scope of work is as set forth below:

- I. The existing record drawings, furnished by CIBCSD, will serve as our reference for existing conditions. We will perform one site visit to verify the existing conditions match the record drawings.
- II. We will review the previous 12-months of SCE bills for each lift station and inform you of the available capacity.
- III. We will prepare Construction Documents consisting of drawings and specifications that reflect the following work:
  - A. A fan control scheme for implementation at each lift station to provide ventilation in compliance with NFPA 820 requirements. We will prepare a typical detail with notes describing any modifications specific to a particular lift station that can be used by CIBCSD's selected electrical contractor to install the control scheme.
  - B. Replacement of the main feeder conductors at Lift Station Hollywood along with installation of explosion-proof fittings where the conduits exit the wet well.
  - C. Replacement of the utility meter pedestal at Lift Station B.
  - D. We will provide conduit and conductors for connection of hydrogen sulfide monitoring systems specified by others, including 120V branch-circuit connection to the control panel and connections between the sensors and the control panel.
  - E. We will provide conduit and conductors for alarm annunciation between the reporting equipment and the annunciator control panel/local SCADA cabinet for up to three discrete alarms.



Ms. Esparza  
September 11, 2020  
Page 2

Channel Island Beach Community Services District  
Lift Station Rehabilitation

- IV. We will review seven lift stations (A, B, H, Los Robles, Panama, Hollywood, and Hueneme) and gather the information necessary for preparation of a power system study for each lift station. The information will include conduit and conductor sizes, conductor lengths, overcurrent protection device nameplate data, and motor nameplate data. We will provide this information to our subconsultant, Eaton Engineering Services and Systems, for their use in preparing the power system studies. The arc flash labels will be provided by Eaton Engineering Services and Systems for installation by the District's contractor on the applicable equipment.
- V. We will assist you in consultations with appropriate authorities and provide technical criteria, written descriptions, and design data for your use in filing applications for permits with or obtaining approvals of such governmental authorities having jurisdiction to review or approve the final design of this project.

This proposal is based on the following assumptions and requirements:

- I. CIBCSD has kept accurate and up-to-date record documents, which include additions and deletions for the existing electrical systems. If the record documents are inaccurate or incomplete, and additional work is required to make measured drawings of or to investigate existing conditions that do not match the record documents, we will inform you and request a modification to this agreement. Where concealed conditions prevent determining the accuracy of the record documents we will rely on the record documents. The construction documents we prepare involving concealed conditions will require the Contractor to verify the routing and arrangement of the existing systems and to include all costs for modifications and additions to these existing systems to allow for the installation of the new work. In addition, when the record documents do not reflect the installed conditions, we will require the assistance of CIBCSD to identify the branch connections and connected loads.
- II. Any fees charged by Southern California Edison to provide the required short circuit current available to each lift station shall be paid by others.
- III. Sufficient I/O points are available at existing SCADA equipment for connection of the proposed remote alarms. Modifications or additions to SCADA equipment shall be designed by others.
- IV. An existing means of communication is available at each station where new remote alarms are desired. No new communication utility services are required.
- V. Preparation of the general conditions portion of the specifications, coordination of the bidding, contractor selection, and reproduction of the construction documents will be performed by others.
- VI. Structural design of equipment foundations, supports, and attachments will be performed by others and coordinated through your office. We will provide you with the pertinent information on the equipment we specify to accomplish this task.
- VII. We will require a complete set of record drawings for the seven lift stations for our use and retention. We will also require drawings showing the site at Lift Station B and Lift Station Hollywood. These drawings shall be in AutoCAD compatible format.

It is necessary that you advise us in writing at an early date if there are budgetary limitations for Total Project Costs or Construction Cost. Such limitations must be acceptable to us. We will

Ms. Esparza  
September 11, 2020  
Page 3

Channel Island Beach Community Services District  
Lift Station Rehabilitation

endeavor to work within those accepted limitations. We do not guarantee that our opinions regarding construction cost will not differ from negotiated prices or bids. We recommend that an independent cost estimator be employed if you require greater assurance as to probable Construction Cost or if CIBCSD requires detailed material and labor estimates.

You will pay us for our Basic Services on an hourly basis per the enclosed rate schedule with a not-to-exceed fee of \$43,900.00, which includes \$22,750.00 for our subconsultant. We will invoice you monthly. If the scope of work is modified from that stated herein, we reserve the right to renegotiate this agreement.

Services beyond this scope of work are Additional Services and will be charged on an hourly basis per the enclosed rate schedule. Invoices for Additional Services will include number of hours spent and employee classification. Any Additional Services will be agreed to in writing between the parties prior to the commencement of the additional work. We will submit a proposal to you for Bidding and Construction Support after approval of the design by the Authority Having Jurisdiction.

We would expect to start our services promptly after receipt of an executed agreement. We expect to have documents ready for agency review submittal within eight weeks after receiving written authorization to proceed, record drawings, and CAD site plans. If this proposal is acceptable, please provide an agreement for our review.

Thank you for the opportunity to submit this proposal. We look forward to working with you. Please call if you have questions.

Sincerely,



Jill E. Johnson, E15149

Encl: Rate Schedule 2006 & Eaton Engineering Services budget quote

# RE: [EXTERNAL] CIBCSD - Lift Station Rehabilitation



Iskandar, David S <DavidSIskandar@eaton.com>

Reply all |

Fri 7/31/2020 3:46 PM

To: Jill Johnson

Cc: Jansen, John H <JohnHJansen@Eaton.com>; Jack Ivers

Inbox

Hi Jill,

Our services department provided me with the following budgetary (Distributor Net) for the following services:

Arc Flash study \$3,250 PER SITE, label included.

Items not included:

- Label applicaon (applying the label on equipmen t).
- Ulity f ees if any for the AIC calculaon (T ypically ulies char ge fees for obtaining exisng AIC , so our budget does not include these fees).

Also you can engage directly with our services department by purchasing services directly via credit card at a reduced pricing.

I just wanted to provide you with the worst case and then we can figure out the logiscs of adminis trang this w ork.

Should you have any quesons or need an ything else please let me know.

Best Regards and stay safe,

**David Iskandar, P.E.**

Application Engineer

North American Sales, [Eaton](#)

Mobile: +1 714 769-4926

[DavidSiskandar@eaton.com](mailto:DavidSiskandar@eaton.com)



Connect with Eaton:



This e-mail and the informaon it c ontains are a privileged and confidenal c ommunicaon. If y ou have received this e-mail in error, please nof y me at 714-769-4926 immediately and destroy this e-mail.

**From:** Jill Johnson <jjohnson@irjengineers.com>

**Sent:** Friday, July 31, 2020 11:28 AM

**To:** Iskandar, David S <DavidSiskandar@eaton.com>

Dear David:

We have attached a typical diagram for the lift stations that we discussed. There are seven lift stations proposed in our project at this time. The electrical service for six of the stations is 240/120V, 3-phase, 4-wire and rated a maximum of 200A. The electrical service for one of the stations 120/240V, 1-phase, 3-wire and rated 100A. Please let us know if this drawing provides enough information about the complexity of the electrical system for your group to provide a budget cost to prepare a power study for each lift station.

The arc flash study should include labels for a meter/main enclosure, branch-circuit panel in the lift station, and a controller for each motor. We will provide you with the necessary site information, such as conduit and conductor size, length of run, overcurrent protection device information, and motor data.

Sincerely,

Jill

Jill E. Johnson  
IRJ Engineers, Inc.  
4517 Market Street, Suite 1B  
Ventura, California 93003  
Telephone: 805-642-2355, ext. 16  
E-mail: [jjohnson@irjengineers.com](mailto:jjohnson@irjengineers.com)

**EXHIBIT B**  
**CONSULTANT PAYMENT SCHEDULE**

**IRJ Engineers, Inc.  
Rate Schedule 2006**

Channel Islands Beach Community Services District  
Lift Station Rehabilitation  
September 11, 2020

The hourly rate schedule is listed below.

Principals	\$170.00 per hour
Professional Engineers	\$140.00 per hour
Senior Engineering Designers	\$105.00 per hour
Engineering Designers/CAD Drafters	\$ 90.00 per hour
Clerical Staff	\$ 65.00 per hour



Board of Directors:

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

PETER MARTINEZ  
General Manager

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

## Regular Board Meeting, November 10, 2020

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Agreement with MKN & Associates for America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment with MKN & Associates  
**Item No.** E-3

### RECOMMENDATION:

1. Board to consider and approve agreement with MKN & Associates to perform the Risk and Resilience Assessment (RRA) in the amount of \$13,271.

### BACKGROUND:

On October 23, 2018, the America's Water Infrastructure Act (AWIA) was signed into law by the Environmental Protection Agency (EPA). This requires community drinking water purveyors, such as the District to develop risk assessments and emergency response plans to identify and mitigate potential threats to the existing water distribution system. Beginning in 2020, community drinking water systems serving more than 3,300 people will be required to comply with the AWIA.

The District is required to submit the certification letter via the EPA online portal by June 30, 2021. CIBCSD will be required to reevaluate the RRA once every five and submit a certification statement to the EPA. Based on the findings from the RRA, the District will be required to update/develop an Emergency Response Plan within six months of certification of the RRA. The scope of this agreement does not include developing or updating the District's Emergency Response Plan.

### DISCUSSION:

The purpose of the RRA is to evaluate threats, vulnerabilities, and consequences from potential hazards to critical assets with CIBCSD's water distribution system. Per the requirements of the AWIA, the RRA will review and address the following elements:

- The risk to the water system from malevolent acts and natural hazards

- The resilience of the following water system components:
  - Physical barriers
  - Source water
  - Pipes and constructed conveyances, water collection and intake
  - Pretreatment and treatment
  - Storage and distribution facilities
- Electronic, computer, or other automated systems
- Monitoring practices
- Financial infrastructure
- The use, storage, or handling of chemicals
- The operation and maintenance of the utility

The above items are the minimum elements to be evaluated as part of the RRA.

If approved by the Board, the anticipated project schedule is summarized in the table below.

Task	Estimated Dates
<b>Kickoff Meeting</b>	Week of November 23rd
<b>Data Collection and Review</b>	Week of December 7th
<b>RRA Workshop No. 1</b>	Week of December 21 <sup>st</sup>
<b>Draft RRA Report</b>	Week of January 4 <sup>th</sup>
<b>RRA Workshop No. 2</b>	Week of January 18 <sup>th</sup>
<b>Final RRA Report</b>	Week of February 8 <sup>th</sup>
<b>EPA Certification</b>	Week of February 22nd

**FINANCIAL IMPACT:**

MKN & Associates proposes to perform this work for a budget not to exceed \$13,271.

**ATTACHMENTS:**

1. Proposed Agreement for Risk and Resilience Assessment from MKN & Associates



**PROFESSIONAL SERVICES AGREEMENT**  
between  
**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**  
and  
**MKN & ASSOCIATES, INC**  
for  
**RISK AND RESILIENCE ASSESSMENT**

The Channel Islands Beach Community Services District, herein "DISTRICT", and MKN & Associates, Inc., herein "CONSULTANT", agree as follows:

**SECTION 1 - PURPOSE**

Under this Agreement, the CONSULTANT shall provide consulting services related to development of a Risk and Resilience Assessment as required by the EPA 2018 America's Water Infrastructure Act.

**SECTION 2 - SCOPE OF SERVICES**

The CONSULTANT shall, in good workmanlike and professional manner and at its own expense, furnish all of the technical, administrative, professional and other labor, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

**SECTION 3 - TERM**

The term of this Agreement shall be for a period of twelve (12) months commencing on notice to proceed.

**SECTION 4 - ACCEPTANCE**

This Agreement constitutes the DISTRICT'S offer to the CONSULTANT. Unless the CONSULTANT notifies the DISTRICT, in writing to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the CONSULTANT'S approval of, and consent to the terms and conditions of this Agreement herein contained.

**SECTION 5 - TERMINATION**

(a) The DISTRICT may terminate or cancel this Agreement, in whole or in part, without liability to the DISTRICT, if CONSULTANT fails to perform in accordance with the

requirements of Section 2 – Scope of Services of this Agreement, or in the event of a substantial breach of any of the other terms or conditions hereof.

(b) The DISTRICT may also terminate this Agreement, in whole or in part, even though CONSULTANT is not in default hereunder and no breach hereof has occurred, by notice in writing at any time. Such notice shall state the extent and effective date of termination and upon the receipt by CONSULTANT of such notice, CONSULTANT will, as and to the extent prescribed by the DISTRICT, stop work under the Agreement and placement of further purchase orders or subcontracts hereunder, terminate work under purchase order and subcontracts outstanding hereunder, and take any necessary action to protect property in the CONSULTANT'S possession in which the DISTRICT, has or may acquire an interest.

### **SECTION 6 – AGREEMENT ADMINISTRATION**

The Project Manager is the DISTRICT'S designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

Pete Martinez, General Manager  
353 Santa Monica Drive  
Oxnard, CA 93035  
(805) 985-6021  
[pmartinez@cibcsd.com](mailto:pmartinez@cibcsd.com)

### **SECTION 7 - CONSIDERATION**

The DISTRICT shall compensate the CONSULTANT on a time-and-material basis at the rates and in the amounts shown in Exhibit "A". Total payments shall not exceed **Thirteen Thousand Two Hundred and Seventy-One (\$13,271) dollars.**

### **SECTION 8 -BILLING**

(a) CONSULTANT'S invoices shall be submitted on a monthly basis for the previous month's services.

- (b) CONSULTANT shall submit an itemized invoice that includes:
- (1) Date or period of service.
  - (2) A complete description of the services performed.
  - (3) DISTRICT'S project name.
  - (4) The name of the DISTRICT'S Project Manager.

- (5) CONSULTANT'S remittance address.
- (6) Name and phone number of CONSULTANT'S accounts receivable representative.
- (c) When applicable, CONSULTANT'S invoice shall be accompanied by support documentation sufficient to validate the charges for each invoice item.
- (d) CONSULTANT shall submit invoices to the following address:  
  
Channel Islands Beach Community Services District  
Attn: Accounts Payable  
353 Santa Monica Drive  
Oxnard, CA 93035
- (e) Incomplete invoices will be returned to the CONSULTANT.
- (f) DISTRICT'S payment terms are **Net 30 days** after receipt of invoice.

#### **SECTION 9 - NOTICES**

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission.

To: CONSULTANT  
MKN & Associates, Inc.  
Attn: Becca Alonge, Project Manager  
121 North Fir Street, Suite G  
Ventura, CA 93001

To: DISTRICT  
Channel Islands Beach Community Services District  
Attn: Pete Martinez, General Manager  
353 Santa Monica Drive  
Oxnard, CA 93035

Phone: (805) 985-6021

## **SECTION 10 - OWNERSHIP OF DATA, REPORTS, AND DOCUMENTS**

The CONSULTANT shall deliver to the General Manager notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the DISTRICT. The CONSULTANT is released from responsibility to third parties for the use by DISTRICT of data, reports, and documents on other projects. The CONSULTANT may retain copies of such documents for its own use. The DISTRICT may use or reuse the materials prepared by CONSULTANT without additional compensation to CONSULTANT.

## **SECTION 11 - CONFIDENTIALITY**

Except as required by law, CONSULTANT will not disclose or cause their respective officers, directors, employees, representatives, agents, advisors, or subconsultants to disclose or use any of the content of negotiations or Confidential Information furnished, or otherwise permitted for review, by one party to the other in connection with the proposed transactions. For purposes of this paragraph, "Confidential Information" means information supplied by one party to the other, except information which is part of public record.

## **SECTION 12 - FORCE MAJEURE**

Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to the duration of the force majeure event. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

## **SECTION 13 - INDEMNIFICATION**

CONSULTANT shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of CONSULTANT or its officers, agents, or employees in rendering services under this agreement; excluding, however,

such liability, claims, losses, damages, or expenses arising solely from DISTRICT'S active negligence or willful acts.

#### **SECTION 14 - INSURANCE REQUIREMENTS**

(a) The CONSULTANT shall procure and maintain, for the duration of the contract insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the CONSULTANT, officers, agents, employees, or volunteers.

(b) The CONSULTANT shall provide the following coverages:

(1) Commercial General Liability insurance written on an occurrence basis (Insurance Service Office ("ISO") policy form CG 00 01 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The insurance policy shall be amended to provide that the general aggregate limit shall apply separately to the work under this contract or the general aggregate shall be twice the required per occurrence limit.

(2) Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability Insurance - The CONSULTANT and all sub-consultants shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the work site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The CONSULTANT shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

(4) Professional Liability insurance appropriate to the CONSULTANT'S profession providing coverage for loss, damage or injury arising out of professional acts, errors or omissions in the amount of \$1,000,000 per claim. If a general policy aggregate limit is applicable to the coverage, the general policy aggregate limit shall apply separately to this contract (with an appropriate endorsement) or the general policy aggregate limit shall be twice the required per claim limit.

(c) The required limits for the insurance policies required above may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(d) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial General Liability - The DISTRICT and its Board Members, officers, employees, agents and volunteers are added as additional insureds. Additional insured endorsements shall provide coverage at least as broad as Commercial General Liability ISO form CG 20 10 11 85. If ISO form CG 20 10 11 85 is not provided, then ISO form CG 20 10 XX XX [most current version] may be provided but must be accompanied by ISO form CG 20 37 XX XX [most current version].

(2) The CONSULTANT'S insurance shall be primary insurance as respects the DISTRICT, its Board Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the DISTRICT shall be excess of the CONSULTANT'S insurance and shall not contribute to it.

(3) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the DISTRICT, its Board Members, officers, employees, agents and volunteers.

(4) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.

(5) The policies may provide coverage which contains deductible or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the DISTRICT under such policies. The CONSULTANT shall be solely responsible for deductible and/or self insured retention and the DISTRICT, at its option, may require the CONSULTANT to secure the payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the DISTRICT.

(6) Prior to start of work under the contract, the CONSULTANT shall file with the DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of ISO form CG 20 10 11 85 (or ISO form CG 20 10 XX XX [latest version] accompanied by ISO form CG 20 37 XX XX [latest version]) required in above shall be attached to the Certificate of Insurance at the time that it is filed with the DISTRICT. Should the required coverage be furnished under more than one policy of insurance, the CONSULTANT may submit as many certificates of insurance as needed to provide the

required amounts. The DISTRICT reserves the right to require certified complete copies of any insurance coverage required by this contract but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.

(7) All Coverages:

(i) Each policy required in this Section shall contain a policy cancellation clause that provides that the policy shall not be canceled or otherwise terminated by the insurer or the CONSULTANT or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT, Attention: Project Manager.

(e) All insurance required by this contract shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current AM Best rating of not less than A:VII unless prior approval is secured from the DISTRICT as to the use of such insurer.

(f) The CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-supplier.

(g) All coverages for sub-consultants shall be subject to all of the requirements stated herein. The CONSULTANT shall maintain evidence of compliance with the insurance requirements by the sub-consultants at the job site and make them available for review by the DISTRICT.

(h) CONSULTANT shall submit all required insurance documentation identified herein to DISTRICT not later than seven (7) calendar days from the initial receipt of this agreement for signature.

### **SECTION 15 – RIGHT TO AUDIT**

Following execution of this Agreement and for a period of three years following the completion of performance, DISTRICT shall have the right to audit the CONSULTANT'S invoices and all supporting documentation generated in performance of this agreement.

### **SECTION 16 - ATTORNEY'S FEES**

If any action is instituted to enforce this Agreement, the prevailing party shall be reimbursed all reasonable attorneys' fees, costs of collection, as well as any other costs and expenses incurred in connection with the enforcement effort.

### **SECTION 17 - ASSIGNMENT**

CONSULTANT shall not assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the DISTRICT.

### **SECTION 18 - INDEPENDENT CONSULTANT**

The CONSULTANT is an independent CONSULTANT and not an employee of the DISTRICT.

### **SECTION 19 - APPLICABLE LAW**

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

### **SECTION 20 - LABOR COMPLIANCE**

(a) Public Works

(1) Portions of this project for which services are provided in performance of this agreement may be considered a "Public Work" for purposes of prevailing wage laws.

(2) Channel Islands Beach Community Services District will file a form PWC-100 with the Department of Industrial Relations ("DIR") for this project, when applicable.

(3) A consultant, contractor, subconsultant or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered consultant or contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the consultant or contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Prevailing Wages

(1) CONSULTANT, subconsultants and subcontractors will not pay less than the prevailing rates of wages. A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the Agency's offices. CONSULTANT will post one copy of the prevailing rates of wages at the job site.



(2) CONSULTANT shall forfeit as penalty to the Agency a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid.

(c) Travel and Subsistence Payments - Travel and subsistence payments shall be paid to each worker as specified by the Department of Industrial Relations for the particular craft, classification, or type of work.

(d) Hours of Work

(1) Eight (8) hours' labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or 40 hours during a calendar week of the foregoing hours.

(2) As a penalty for failure to pay overtime when required, the CONSULTANT, subconsultant or subcontractor shall forfeit to the Agency \$25.00 for each worker for each calendar day during which such worker works more than eight (8) hours and is not paid overtime, and for each week during which such worker works more than 40 hours and is not paid overtime.

(e) Certified Payroll - CONSULTANT shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker. CONSULTANT, subconsultant and subcontractor shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4

(f) Apprentices - CONSULTANT shall comply with the Labor Code concerning the employment of apprentices.

### **SECTION 21 - SUBSTITUTION OF SUBCONSULTANTS**

There may be occasion, during the course of this engagement, to substitute or introduce a new subconsultant in order to satisfy the requirements for a specific task request. Introduction of substitute or new subconsultants will be allowed, but, is subject to the express written approval of the DISTRICT. Such approval shall not be unreasonably withheld.

### **SECTION 22 - INTEGRATION**

This Agreement represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the latest signature below.

APPROVED:

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_ Date \_\_\_\_\_  
Pete Martinez, General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date \_\_\_\_\_  
District Counsel

APPROVED:

MKN & ASSOCIATES INC.

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

Name & Title: \_\_\_\_\_  
(please print)



MKN & Associates, Inc.  
121 North Fir St., Ste. G  
Ventura, CA 93001  
805-947-4971

October 29, 2020

Pete Martinez  
General Manager  
Channel Islands Beach Community Services District  
(Submitted Electronically)

**RE: Proposal for CIBCSD Compliance with the EPA 2018 America's Water Infrastructure Act**

Dear Peter,

MKN & Associates, Inc. (MKN) is pleased to provide this proposal to assist Channel Islands Beach Community Services District (CIBCSD) in preparing the necessary documentation to comply with the requirements of the Environmental Protection Agency (EPA) 2018 America's Water Infrastructure Act (AWIA). On October 23, 2018, the AWIA was signed into law and Section 2013 requires community drinking water purveyors to update/develop risk assessments and emergency response plans to identify and mitigate potential threats (malevolent acts and/or natural hazards) to the existing water distribution system.

**PROJECT UNDERSTANDING**

Starting in 2020, community drinking water systems serving more than 3,300 people will be required to comply with the AWIA. Compliance with the AWIA includes updating and/or developing a risk and resilience assessment (RRA) and emergency response plan (ERP) for community drinking water systems. The law specifies the overall requirements for the RRA and ERP and establishes deadlines by which community drinking water systems must submit certificates of completion to the EPA. For CIBCSD, the certification deadlines for compliance are as follows:

- Risk and Resilience Assessment: June 30, 2021
  - 5-Year Cycle Risk and Resilience Assessment: June 30, 2026
- Emergency Response Plan: December 31, 2021
  - 5-Year Cycle Emergency Response Plan: December 31, 2026

ERP certification statements are due six months after the date of the RRA certification. The dates shown above are based on CIBCSD submitting an RRA on the final due date, but would be revised if CIBCSD submits the RRA earlier.

Section 2008 of the AWIA is also relevant to CIBCSD as it contains changes to the requirements for Consumer Confidence Reports as follows:

- Consumer Confidence Reports are required to be sent out biannually (for public water systems serving more than 10,000 consumers)
- Consumer Confidence Reports may now be delivered to consumers electronically instead of by

mail. Methods shall be consistent with methods described in the memorandum “Safe Drinking Water Act – Consumer Confidence Report Rule Delivery Options” issued by the EPA on January 3, 2013.

- Consumer Confidence Reports must now include information regarding corrosion control efforts (if not already addressed)
- The EPA has been tasked with issuing changes to regulations to increase the readability and accuracy of information in Consumer Confidence Reports.

In addition, following the completion of the RRA and ERP, CIBCSD will be eligible to pursue grant opportunities under the Drinking Water Infrastructure Risk and Resilience Program. This program is intended for community water systems to fund improvements to increase water system resilience including security improvements, chemical storage and handling, emergency power, improved treatment technologies, and other specified improvements.

### **SCOPE OF WORK**

Based on discussions with CIBCSD and the requirements of the AWIA, MKN proposes to provide the following services for this project:

#### **Task Group 100 – Meetings, Project Management, and QA/QC**

MKN will attend a project kick-off meeting and a total of two (2) workshops for this project. The purpose of the meetings will be to review deliverables and to discuss issues related to the project and the schedule with CIBCSD. MKN will prepare and distribute meeting agendas prior to the scheduled meeting and will record and distribute meeting notes to all attendees. The meeting notes will document the discussions and decisions made. Project meetings will include the following:

- Project Kick-Off Meeting
- Workshop No. 1
- Workshop No. 2

MKN will perform quality control reviews of all deliverables prior to submitting to CIBCSD. A Principal Engineer who is not involved in the day-to-day effort will perform an independent review of the project deliverables to verify project goals are being met and to confirm completeness of the documents.

#### *Deliverables:*

- *Meeting agendas in electronic PDF format*
- *Meeting notes in electronic PDF format*

#### *Assumptions:*

- *Meetings will be held by web conference unless otherwise agreed*

### **Task Group 200 – Risk and Resilience Assessment**

MKN will review existing documentation pertaining to the existing water system facilities, previous vulnerability assessments (if available), available physical and cybersecurity information, and local emergency planning documents. This information will be used to develop a list of the potentially critical assets to be evaluated and existing security countermeasures.

The purpose of the RRA is to evaluate the threats, vulnerabilities, and consequences from potential hazards to critical assets within CIBCS D's water distribution system. Based on the requirements of the AWIA, the RRA will review and address the following elements:

- The risk to the water system from malevolent acts and natural hazards
- The resilience of the following water system components:
  - Physical barriers
  - Source water
  - Pipes and constructed conveyances, water collection and intake
  - Pretreatment and treatment
  - Storage and distribution facilities
- Electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system
- Monitoring practices
- Financial infrastructure
- The use, storage, or handling of chemicals
- The operation and maintenance of the utility

The above are the minimum elements to be evaluated as part of the RRA. An evaluation of capital and operational needs for risk and resilience management for the water system is recommended, but it not required (nor included in this scope of work) to be in compliance with AWIA.

After MKN reviews documentation for the water system, MKN will hold Workshop No. 1 to determine critical assets and relevant threats. A preliminary agenda for this meeting includes the following:

- Identifying potentially critical assets
- Establishing a table of consequence values
- Establishing a consequence rating for each critically potential asset
- Refining the critical asset list based on consequence rating
- Determining reasonable threats and establishing threat-asset pairings

Once the critical threat-asset pairings are established, MKN will visit critical assets with CIBCSD staff to analyze the physical security at each facility. MKN will then use the EPA developed Vulnerability Self-Assessment Tool (VSAT) and the “Baseline Information on Malevolent Acts for Community Water Systems Guidance Document” (Guidance Document) to calculate the risks for all critical threat-asset pairings and complete the RRA.

The Guidance Document includes default threat likelihood values for each of the threat categories listed above. These default values are general, order-of-magnitude estimates that will be used as a starting point for the RRA. MKN will work with CIBCSD to determine whether these default values are applicable to CIBCSD’s water system and adjust them accordingly. The VSAT is an online tool for assessing risk and resilience of drinking water and wastewater systems. Additionally, it can be used to determine the risk reduction of potential countermeasures. The output of the VSAT is an RRA that can be used to comply with the AWIA Risk and Resilience Assessment.

AWIA also requires that cybersecurity be assessed in the RRA. MKN does not specialize in cybersecurity assessments and therefore it is suggested that CIBCSD consult with their IT department and/or a cybersecurity consultant to identify cybersecurity risks and complete this portion of the RRA. Baseline compliance with the cybersecurity portion of the RRA can be accomplished through the completion of American Water Works Association (AWWA) Cybersecurity Guidance and Assessment Tool. MKN assumes that CIBCSD will consult with their existing IT and SCADA consultants to complete the AWWA Cybersecurity Guidance and Assessment Tool and MKN will summarize the results of the guidance tool within the RRA report.

MKN will develop and submit a draft RRA report to CIBCSD using the EPA Guidance Document, VSAT web tool, and information provided by CIBCSD. MKN will attend Workshop No. 2 with CIBCSD to discuss the draft RRA report and comments from the workshop will be incorporated into the final RRA report.

*Deliverables:*

- *Summary Report from VSAT Analysis*
- *Summary Report from American Water Works Association (AWWA) Cybersecurity Guidance and Assessment Tool*
- *Draft RRA report in electronic PDF format*
- *Final RRA report in electronic PDF format*

*Assumptions:*

- *Meetings will be held by web conference unless otherwise agreed*
- *CIBCSD Staff will review and provide input on the questionnaire included in the Baseline Information on Malevolent Acts for Community Water Systems Guidance Document*
- *CIBCSD or supporting staff will complete the Cybersecurity portion of AWIA using the AWWA Cybersecurity Guidance and Assessment Tool.*

### **Task Group 300 – RRA Certification**

Once the RRA is complete, CIBCSD will be required to submit a certification statement identifying the completion of the report via the EPA’s secure online portal. This will be the only reporting method where EPA will be able to provide an acknowledgement of receipt of the certification statements and provide a mechanism for CIBCSD to request the return or destruction of the vulnerability assessment that CIBCSD may have submitted to EPA under the Public Health Security and Bioterrorism Preparedness and Response Act of 2002.

As noted in the proposal understanding, CIBCSD is required to reevaluate the RRA once every five years and submit a certification statement to the EPA.

#### *Deliverables:*

- *RRA self-certification letter*

#### *Assumptions:*

- *CIBCSD to submit certification letter via EPA online portal*

### **ASSUMPTIONS**

In addition to the specific assumptions for each proposal task, MKN has also made the following assumptions as part of this proposal:

- MKN did not include the preparation or update of the ERP in the scope of work but can prepare one as an additional service following completion of the RRA.
- MKN did not include performance of the cyber security components as those are assumed to be performed by CIBCSD IT and SCADA consultants. However, should that be necessary, the work can be performed as an additional service under separate authorization.
- MKN assumes one consolidated set of comments on each draft deliverable will be provided.
- MKN has not included time to assist CIBCSD with updates to the Consumer Confidence reporting requirements identified in this proposal.
- MKN has not included time to assist CIBCSD with pursuing grant funding opportunities under the Drinking Water Infrastructure Risk and Resilience Program.
- MKN will be entitled to reasonably rely on the accuracy of data and information provided by or through CIBCSD and will use good professional judgement in reviewing and evaluating such information. If MKN identifies any error or inaccuracy in data or information provided by CIBCSD or determines that additional data or information is required to perform the services, MKN shall promptly notify CIBCSD.

### SCHEDULE

The anticipated project schedule is summarized in the table below with CIBCSD review period of two weeks after delivery of the draft submittal.

Task	Weeks from Kickoff Meeting
Kickoff Meeting	-
Data Collection and Review	2 Weeks
RRA Workshop No. 1	5 Weeks
Draft RRA Report	7 Weeks
RRA Workshop No. 2	9 Weeks
Final RRA Report	11 Weeks
EPA Certification	12 Weeks

### BUDGET

MKN proposes to perform this work for a budget not to exceed \$13,271. A cost breakdown per task is attached. Payment requests will be submitted monthly on a time and materials (T&M) basis. Rates are attached and are subject to annual revisions. Costs for copies, mileage and other direct reimbursables are included as 3% of labor charges.

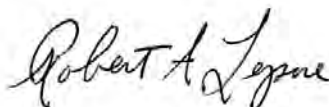
Thank you for providing MKN and Associates with the opportunity to provide a proposal to develop CIBCSD's AWIA Risk and Resilience Assessment. If you have any questions regarding this proposal, please email me at [balonge@mknassociates.us](mailto:balonge@mknassociates.us) or by phone at 805.947.4971.

Sincerely,



Rebecca Alonge, PE

Branch Manager



Robert A. Lepore, GISP

Senior Water Resources Planner

Attachments:

Attachments:

Budget Spreadsheet  
MKN 2020 Fee Schedule





Board of Directors:

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

PETER MARTINEZ  
General Manager

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

## Regular Board Meeting, November 10, 2020

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Third Amendment for Wastewater Transportation and Treatment Services with the City of Oxnard  
**Item No.** E-4

### RECOMMENDATION:

1. Board to consider and approve a Third Amendment to Agreement A-7864 with the City of Oxnard to extend the term from December 31, 2020, to December 31, 2022 for wastewater transportation and treatment services.

### BACKGROUND:

On May 17, 2016, the District approved agreement A-7864 with the City of Oxnard for wastewater transportation and treatment. Under agreement A-7864 both parties agreed to keep the terms and conditions set forth by the predecessor agreement A-6680. The purpose of the agreement was to engage in good faith negotiations to finalize a new wastewater and transportation agreement.

As of February 12, 2019, the District has amended A-7864 twice for the purpose of continuing good faith negotiations with the City of Oxnard. During this period, a study by a third-party consultant was completed. The study evaluated a number of alternatives that met the goals of a future agreement, namely to: (1) simplify the agreement; (2) promote fairness; (3) provide transparency; (4) eliminate back and forth payments between agencies; and, (5) align infrastructure ownership with the source of wastewater. The study provides the basis for a new agreement.

### DISCUSSION:

In the current agreement, the District reimburses the City of Oxnard for the treatment of wastewater received at the Wastewater Treatment Plant on a quarterly basis. This is based on the City of Oxnard regional formula rate per Oxnard Ordinance No. 2907. Oxnard then reimburses the District for the use and maintenance of sewer lines within our service area on a

quarterly basis based on the single-family residential rate in Oxnard Ordinance No. 2917. The goal of the new agreement will be to eliminate two-way interagency billing between the District and Oxnard. To meet the requirements of the recommendations, more time is needed to negotiate the details of a future sewer use agreement between both agencies.

**FINANCIAL IMPACT:**

There will be no financial impact to the District.

**ATTACHMENTS:**

1. Third Amendment to Agreement A-7864
2. Original A-7864 and A-6680 – First and Second Amendments

**THIRD AMENDMENT TO AGREEMENT FOR WASTEWATER  
TRANSPORTATION AND TREATMENT**

This Third Amendment (“Third Amendment”) to the Agreement for Wastewater Transportation and Treatment (“Agreement”) is made and entered into in the County of Ventura, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Channel Islands Beach Community Services District, a community services district formed pursuant to California Government Code section 61000 *et seq.* (“Channel Islands”). This Third Amendment amends the Agreement entered into on May 17, 2016, by City and Channel Islands. The Agreement previously has been amended on November 30, 2016, by a First Amendment, and on February 5, 2019, by a Second Amendment.

City and Channel Islands agree as follows:

1. Throughout the Agreement, the date “December 31, 2020,” is replaced with the date “December 31, 2022.”
2. Section 11 of the Agreement is amended to state:

“The Parties shall engage in good faith negotiations to finalize a new wastewater treatment and transportation agreement that will supersede this Agreement with the intent of executing a new agreement on or before December 31, 2022. The Parties shall develop a schedule for the time period between December 31, 2020, and December 31, 2022, for the purpose of engaging in such negotiations and finalizing the new agreement. The Parties shall attempt to adhere in good faith to that schedule.”

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

**CHANNEL ISLANDS BEACH  
COMMUNITY SERVICES DISTRICT**

<input checked="" type="checkbox"/> Tim Flynn, Mayor <sup>1</sup>	_____	Date
<input type="checkbox"/> Alexander Nguyen, City Manager	_____	
<input type="checkbox"/> Daniel Willhite, Purchasing Manager	_____	
<input type="checkbox"/> Buyer	_____	

Robert Nast, Board President <sup>2</sup>	_____	Date
-------------------------------------------	-------	------

John Matthews, General Counsel	_____	Date
-----------------------------------	-------	------

ATTEST:

Peter Martinez, General Manager	_____	Date
------------------------------------	-------	------

Michelle Ascencion, City Clerk (only if Mayor signs)	_____	Date
---------------------------------------------------------	-------	------

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required)	_____	Date
--------------------------------------------------------	-------	------

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

<sup>2</sup> The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

## WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Wastewater Transportation and Treatment Agreement ("Agreement") is entered by and between the City of Oxnard, a municipal corporation ("Oxnard") and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., ("Channel Islands"). Oxnard and Channel Islands may be referred to in this Agreement individually as "Party" or collectively as "Parties."

### RECITALS

- A. Oxnard and Channel Islands entered into an Agreement for wastewater transportation and treatment services on July 11, 2006 ("Oxnard Agreement No. A-6680").
- B. Oxnard Agreement No. A-6680 was amended by a First Amendment on December 16, 2008 ("First Amendment") and by a Second Amendment on July 30, 2013 ("Second Amendment").
- C. Although Oxnard Agreement No. A-6680, as amended, provided that its term may be extended by the Parties, the Parties inadvertently failed to extend the term and, therefore, Oxnard Agreement No. A-6680, as amended, terminated on December 31, 2013.
- D. The Parties now desire to enter into this Agreement in order that the terms and conditions agreed upon by the Parties and set forth in Oxnard Agreement No. A-6680, as amended, shall govern the period from July 1, 2015 through December 31, 2016, except those terms and conditions that are contrary to or inconsistent with the terms and conditions set forth in this Agreement.
- E. The Parties further desire to acknowledge the following:
  - a. All costs for wastewater transportation and treatment owed by Oxnard to Channel Islands for the period of December 31, 2013 through June 30, 2014 have been paid in full by Oxnard.
  - b. All costs for wastewater transportation and treatment owed by Channel Islands to Oxnard for the period of December 31, 2013 through June 30, 2014 have been paid in full by Channel Islands.
  - c. The total cost for wastewater transportation and treatment owed by Oxnard to Channel Islands for the period of July 1, 2014 to June 30, 2015 is \$570,684.36.
  - d. The amount owed by Channel Islands to Oxnard for the time period of July 1, 2014 to June 30, 2015 is \$607,716.68.

### AGREEMENT

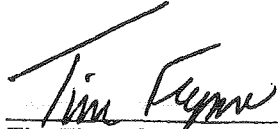
**NOW, THEREFORE**, it is agreed as follows:

1. The Recitals set forth above are true and correct and incorporated in this Agreement as if set forth in full.



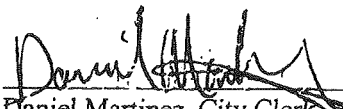
2. This Agreement shall become effective upon execution by both Parties ("Effective Date") and terminate on December 31, 2016, unless extended by mutual agreement of the Parties in writing.
3. Except as otherwise provided herein or to the extent they are contrary to or inconsistent with the terms of this Agreement, the terms and conditions set forth in Oxnard Agreement No. A-6680, as amended, shall constitute the terms and conditions of this Agreement. Oxnard Agreement No. A-6680, as amended, is attached hereto as Exhibit A and incorporated by this reference.
4. To the extent required, the dates set forth in Oxnard Agreement No. A-6680, as amended, shall be adjusted to reflect the terms and conditions of this Agreement.
5. The total cost for wastewater transportation and treatment owed by Oxnard to Channel Islands for the period of July 1, 2014 to June 30, 2015 is \$570,684.36. Oxnard shall pay this amount to Channel Islands within 10 business days of the Effective Date of this Agreement.
6. The amount owed by Channel Islands to Oxnard for the time period of July 1, 2014 to June 30, 2015 is \$607,716.68. Channel Islands shall pay the amount owed to Oxnard within 20 business days of the Effective Date of this Agreement.
7. Paragraph 4 of the Second Amendment shall be revised so that the word "monthly" is replaced by the word "quarterly." The first quarterly service charges payable by Channel Islands to Oxnard in accordance with revised Paragraph 4 and this Agreement shall be for the period July 1, 2015 through September 30, 2015, in the amount of \$147,466.29. The second quarterly service charges payable by Channel Islands to Oxnard in accordance with revised Paragraph 4 and this Agreement shall be for the period October 1, 2015 through December 31, 2015, in the amount of \$147,466.29
8. Paragraph 5 of the Second Amendment shall be revised so that the word "monthly" is replaced by the word "quarterly." The first quarterly operations and maintenance fee payable by Channel Islands to Oxnard in accordance with revised Paragraph 5 and this Agreement shall be for the period July 1, 2015 through September 30, 2015 in the amount of \$4,462.96. The second quarterly operations and maintenance fee payable by Channel Islands to Oxnard in accordance with revised Paragraph 5 and this Agreement shall be for the period October 1, 2015 through December 31, 2015, in the amount of \$4,462.96.
9. The first quarterly service charges payable by Oxnard to Channel Islands in accordance with revised Paragraph 6 and this Agreement shall be for the period July 1, 2015 through September 30, 2015, in the amount of \$142,671.09. The second quarterly service charges payable by Oxnard to Channel Islands in accordance with revised Paragraph 4 and this Agreement shall be for the period October 1, 2015 through December 31, 2015, in the amount of \$142,671.09.
10. The Parties may, by mutual written agreement, either extend the effective term of this Agreement beyond December 31, 2016 or modify any of its terms and conditions.
11. The Parties shall engage in good faith negotiations to finalize a new Wastewater Treatment and Transportation Agreement that will supersede this Agreement with the intent of executing that new agreement on or before December 31, 2016.

CITY OF OXNARD


  
\_\_\_\_\_  
Tim Flynn, Mayor

DATE: 5/17/2014


ATTEST:

  
\_\_\_\_\_  
Daniel Martinez, City Clerk


APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen M. Fischer, ~~Interim~~ City Attorney

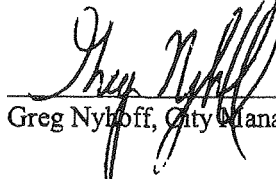
APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Risk Manager

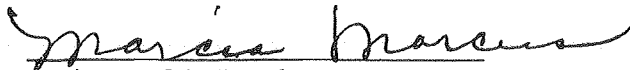
*DOM* APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Daniel Rydberg, P.E.  
Public Works Director

APPROVED AS TO AMOUNT:

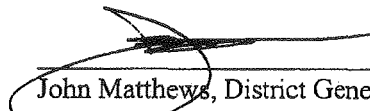
  
\_\_\_\_\_  
Greg Nyhoff, City Manager

CHANNEL ISLANDS BEACH  
COMMUNITY SERVICES DISTRICT

  
\_\_\_\_\_  
Chairman of the Board

DATE: 2/2/16

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John Matthews, District General Counsel

APPROVED AS TO CONTENT:

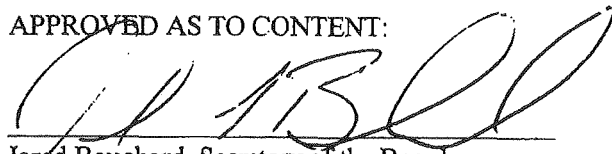
  
\_\_\_\_\_  
Jared Bouchard, Secretary of the Board

EXHIBIT A

Agreement No. A-6680

**WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT**

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

**RECITALS**

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by of Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported



to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

### AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of \$10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than \$10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

9. Channel Islands agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

Channel Islands and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Channel Islands and City.

13. Force Majeure

Channel Islands and City agree that neither City nor Channel Islands shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

14. Channel Islands and City agree that each term and each provision of this Agreement to be performed by Channel Islands shall be construed to be both a covenant and a condition.

15. Governing Law

City and Channel Islands agree that the construction and interpretation of this Agreement and the rights and duties of City and Channel Islands hereunder shall be governed by the laws of the State of California.

16. Compliance with Laws

Channel Islands agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Channel Islands pursuant to this Agreement.

17. City and Channel Islands agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

18. City and Channel Islands agree that no waiver of a breach of any provision of this Agreement by either Channel Islands or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Channel Islands to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

19. Counterparts

City and Channel Islands agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

20. Expenses of Enforcement

Channel Islands and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

21. Authority to Execute

- a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.
- b. Channel Islands acknowledges that the person executing this Agreement has been duly authorized by Channel Islands to do so on behalf of Channel Islands.

22. Notices

- a. Any notices to Channel Islands may be delivered personally or by mail addressed to:

353 Santa Monica Drive  
Channel Islands Beach, CA 93035-4473  
Attention: General Manager

- b. Any notices to City may be delivered personally or by mail addressed to:

City of Oxnard  
6001 S. Perkins Road  
Oxnard, CA 93033  
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Channel Islands.


24. Entire Agreement

City and Channel Islands agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

**CITY OF OXNARD**

**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**

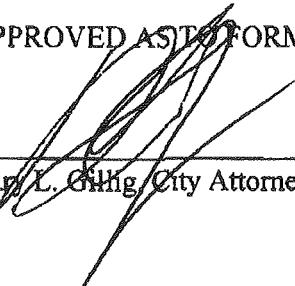
By:   
\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

By:   
\_\_\_\_\_  
Marcia Marcus, President

ATTEST:

  
\_\_\_\_\_  
Daniel Martinez, City Clerk

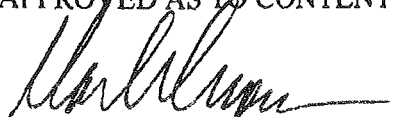
APPROVED AS TO FORM

  
\_\_\_\_\_  
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Marcie Medina, Finance Director

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mark S. Norris, Assistant Public Works Director

**EXHIBIT A**  
**Channel Islands Beach CSD Facilities**

**Lift Station A**

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

**Lift Station B**

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

### Lift Station H

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

### FORCEMAINS

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table I provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

Table 1  
Summary of Sewer Forcemains

Forcemain	Street	Size	Material	Length
A	Roosevelt Boulevard	8-Inch	AC	589
	Victoria Avenue	8-Inch	AC	967
		8-Inch	PVC	3,279
		8-Inch	Techite	2,144
Subtotal	N/A	N/A	6,979	
B	La Crescenta Avenue	8-Inch	AC	167
	Sunset Lane	8-Inch	AC	1,868
	Channel Islands Boulevard	8-Inch	AC	896
		12-Inch	AC	1,114
		12-Inch	CI	585
		12-Inch	DI	16
	12-Inch	PVC	1,512	
Subtotal	N/A	N/A	6,158	



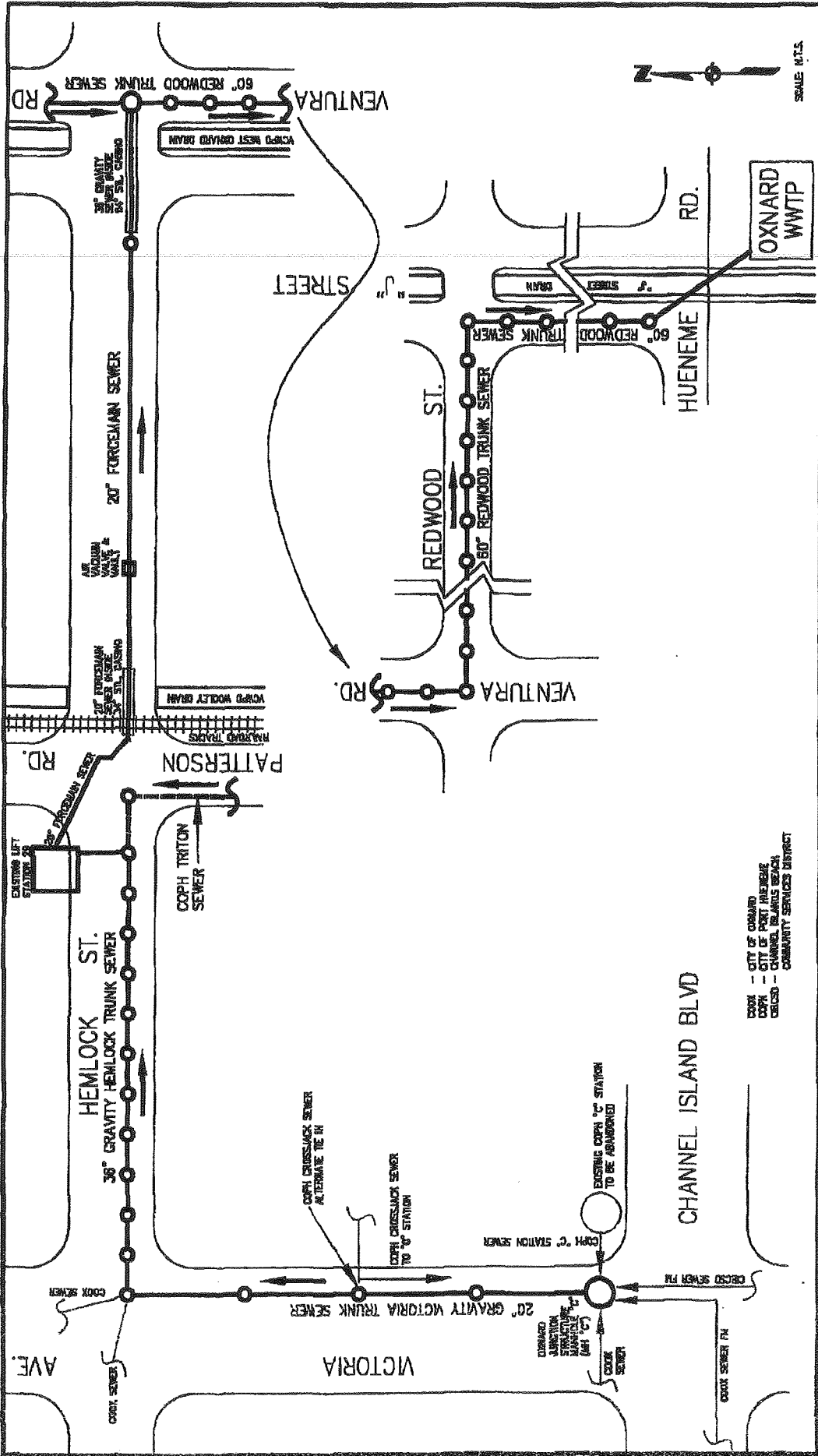
H	Channel Islands Boulevard	6-Inch	DI	198
Total	N/A	N/A	N/A	13,335

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction and within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east and west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.



**MEMORANDUM OF UNDERSTANDING**

**EXHIBIT B**

**Kennedy/Jenks Consultants**  
 1000 HILL ROAD, SUITE 200  
 VENTURA, CALIFORNIA 93003

MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

Reach	Description	Peak Capacity (MGD)	COOX (MGD)	% Capacity	COPH PWWF (MGD)	% Capacity	CIBCSO PWWF (MGD)	% Capacity
1	Victoria Avenue Line	2.15	1.03	47.67	0.226	10.47	0.9	41.86
2	Hemlock Trunk to MH AT+68	11.69	10.57	90.38	0.225	1.92	0.9	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	11.69	10.12	86.53	0.675	5.77	0.9	7.70
4	LS 29 and Hemlock Force Main	18.3	16.73	91.39	0.675	3.59	0.9	4.92
5	Redwood Trunk Sewer	45.63	44.06	96.55	0.675	1.46	0.9	1.97

Reach	Description	Construction Bid Cost	Change Orders Cost	Const. Mgmt. Cost	Eng. Costs	Total Costs
1	Victoria Avenue Line (estimate)	\$960,000	\$0	\$250,000	\$87,500	\$1,297,500
2	Hemlock Trunk to MH AT+68	\$4,182,407	\$1,287,500	\$366,985	\$144,450	\$5,981,352
3	Hemlock Trunk - MH AT+68 to LS 29	\$46,516	\$0	\$4,082	\$1,613	\$52,213
4	LS 29 and Hemlock Force Main	\$3,951,772	\$0	\$1,006,416	\$607,436	\$5,565,624
5	Redwood Trunk Sewer	\$21,652,269	\$584,911	\$1,017,715	\$585,154	\$23,840,049

Reach	Description	COOX Cost	COOX %	COPH Cost	COPH %	CIBCSO Cost	CIBCSO %
1	Victoria Avenue Line	\$618,576	47.67	\$135,785	10.47	\$543,140	41.86
2	Hemlock Trunk to MH AT+68	\$5,405,730	90.38	\$115,124	1.92	\$460,488	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	\$45,178	86.53	\$3,015	5.77	\$4,020	7.70
4	LS 29 and Hemlock Force Main	\$5,086,615	91.39	\$205,289	3.69	\$273,719	4.92
5	Redwood Trunk Sewer	\$23,017,168	96.55	\$352,563	1.48	\$470,218	1.97
Totals		\$34,173,267		\$811,877		\$1,751,594	

G:\PROJECTS\2005\0589004\MOU\CapacitiesforMOUfinalREV5\_18\_06\_C

5/18/2006

## AMENDMENT TO AGREEMENT

THIS AMENDMENT is entered effective the 16<sup>th</sup> day of December, 2008, by and between the CITY OF OXNARD, a political subdivision of the State of California, (hereinafter referred to as "Oxnard") and the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. (hereinafter referred to as "Channel Islands").

### RECITALS

- A. Oxnard and Channel Islands have entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 (hereinafter referred to as the "Agreement") attached hereto as Exhibit A and incorporated herein by reference.
- B. The parties wish to amend the Agreement and provide for a methodology of payment of capital funds by Channel Islands to Oxnard for the Victoria Trunk Sewer portion of the project set forth in the Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Oxnard intends to construct the Victoria Trunk Sewer as set forth in the Agreement.
2. Pursuant to the Agreement, Channel Islands has agreed to pay its share of the capital and construction costs of the Victoria Trunk Sewer. Channel Islands agrees to pay to Oxnard prior to December 31, 2008, the sum of \$543,140 which represents its estimated share of the capital and construction costs of the Victoria Trunk Sewer as set forth in Paragraph 3 of the Agreement. The payment by Channel Islands to Oxnard shall be in a lump sum and shall be held by Oxnard for the purposes of the capital and construction costs of said improvements.
3. The parties agree that at the end of the construction of the Victoria Trunk Sewer, there shall be a "true-up" of the capital and construction costs owed by Channel Islands. The true-up shall be completed no later than December 31, 2010. In the event that the "true-up" shows an amount paid by Channel Islands (\$543,140) exceeds Channel Islands' share of the cost as provided in paragraph 3 of the Agreement, then Channel Islands shall receive a credit for such excess amount against the amount Channel Islands has agreed to pay to Oxnard for operation and maintenance costs contained in Paragraph 6 of the Agreement.

Moreover, if the "true-up" evidences that Channel Islands' estimated payments exceed the actual construction expenses, then Channel Islands will be credited with interest at the Local Agency Investment Fund Rate earned by Oxnard on its investments in such fund for

the amount of excess payments, commencing on the date payment is made. The interest amount shall be credited to Channel Islands as set forth in this paragraph.

4. Oxnard affirms that Channel Islands will have all rights to transport flow set forth in the Agreement.
5. Except as amended herein, the Agreement shall remain in full force and effect.


CITY OF OXNARD, a political  
subdivision of the State of California

By   
Dr. Thomas E. Holden, Mayor

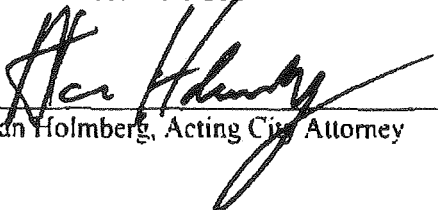
CHANNEL ISLANDS BEACH  
COMMUNITY SERVICES DISTRICT,  
a community services district formed  
pursuant to California Government Code  
Section 61000, et seq.

By 

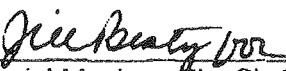
APPROVED AS TO CONTENT

By   
Mark Norris, Assistant Public Works Director

APPROVED AS TO FORM:

By   
Alan Holmberg, Acting City Attorney

ATTEST

By   
Daniel Martinez, City Clerk

## Exhibit A

Agreement No. A-6680

### WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

#### RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported

COUNCIL APPROVAL

DATE 07/11/06 AGENDA # I-8

to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

### AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock



and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of \$10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than \$10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

9. Channel Islands agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

Channel Islands and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Channel Islands and City.

13. Force Majeure

Channel Islands and City agree that neither City nor Channel Islands shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

14. Channel Islands and City agree that each term and each provision of this Agreement to be performed by Channel Islands shall be construed to be both a covenant and a condition.

15. Governing Law

City and Channel Islands agree that the construction and interpretation of this Agreement and the rights and duties of City and Channel Islands hereunder shall be governed by the laws of the State of California.

16. Compliance with Laws

Channel Islands agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Channel Islands pursuant to this Agreement.

17. City and Channel Islands agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

18. City and Channel Islands agree that no waiver of a breach of any provision of this Agreement by either Channel Islands or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Channel Islands to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

19. Counterparts

City and Channel Islands agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

20. Expenses of Enforcement

Channel Islands and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

21. Authority to Execute

- a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.
- b. Channel Islands acknowledges that the person executing this Agreement has been duly authorized by Channel Islands to do so on behalf of Channel Islands.

22. Notices

- a. Any notices to Channel Islands may be delivered personally or by mail addressed to:  
353 Santa Monica Drive  
Channel Islands Beach, CA 93035-4473  
Attention: General Manager
- b. Any notices to City may be delivered personally or by mail addressed to:  
City of Oxnard  
6001 S. Perkins Road  
Oxnard, CA 93033  
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Channel Islands.


24. Entire Agreement

City and Channel Islands agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

**CITY OF OXNARD**

**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**


By:   
\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

By:   
\_\_\_\_\_  
Marcia Marcus, President

**ATTEST:**

  
\_\_\_\_\_  
Daniel Martinez, City Clerk


**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Gary L. Gillig, City Attorney

**APPROVED AS TO INSURANCE:**

  
\_\_\_\_\_  
Marcie Medina, Finance Director

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Mark S. Norris, Assistant Public Works Director

**EXHIBIT A**  
**Channel Islands Beach CSD Facilities**

**Lift Station A**

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

**Lift Station B**

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

#### Lift Station H

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

#### FORCEMANS

Separate forcemans convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemans are referred to as Forceman A and Forceman B, respectively. In addition, there is a short segment of forceman, referred to as Forceman H, that connects the discharge piping of Lift Station H to Forceman B. Table I provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemans.

Table I  
Summary of Sewer Forcemans

Forceman	Street	Size	Material	Length
A	Roosevelt Boulevard	8-Inch	AC	589
	Victoria Avenue	8-Inch	AC	967
		8-Inch	PVC	3,279
		8-Inch	Techite	2,144
	Subtotal	N/A	N/A	6,979
B	La Crescenta Avenue	8-Inch	AC	167
	Sunset Lane	8-Inch	AC	1,868
	Channel Islands Boulevard	8-Inch	AC	896
		12-Inch	AC	1,114
		12-Inch	CI	585
		12-Inch	DI	16
	12-Inch	PVC	1,512	
Subtotal	N/A	N/A	6,158	

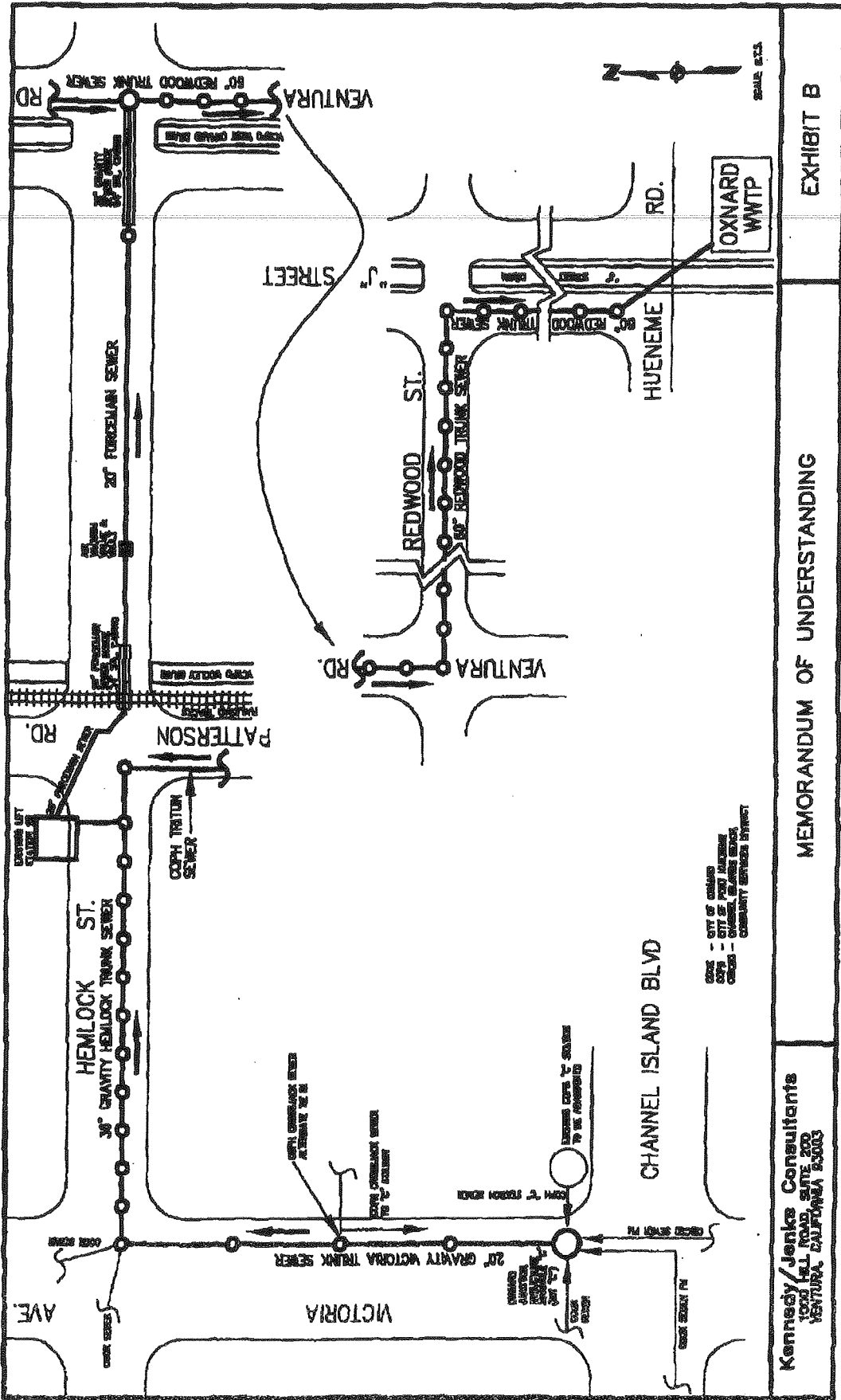
H	Channel Islands Boulevard	6-inch	DI	198
Total	N/A	N/A	N/A	13,335

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction and within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east and west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.



LINE - CITY OF OXNARD  
 DASH - CITY OF VENTURA  
 DOTTED - COMMUNITY SERVICES DISTRICT

SCALE 1"=25'

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

**Kennedy/Jenks Consultants**  
 1000 HILL ROAD, SUITE 200  
 VENTURA, CALIFORNIA 93003



MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

Reach	Description	Peak Capacity (MGD)	COOX (MGD)	% Capacity	COPH PWWF (MGD)	% Capacity	CIBCSD PWWF (MGD)	% Capacity
1	Victoria Avenue Line	2.15	1.03	47.87	0.228	10.47	0.9	41.88
2	Hemlock Trunk to MH AT+68	11.89	10.57	90.38	0.225	1.92	0.9	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	11.89	10.12	86.53	0.676	5.77	0.9	7.70
4	LS 29 and Hemlock Force Main	18.3	18.73	91.39	0.675	3.89	0.9	4.92
5	Redwood Trunk Sewer	45.53	44.08	98.55	0.675	1.48	0.9	1.97

Reach	Description	Construction Bld Cost	Change Orders Cost	Const. Mgmt. Cost	Eng. Costs	Total Costs
1	Victoria Avenue Line (estimate)	\$980,000	\$0	\$250,000	\$87,500	\$1,297,500
2	Hemlock Trunk to MH AT+68	\$4,182,407	\$1,287,500	\$366,885	\$144,450	\$5,981,352
3	Hemlock Trunk - MH AT+68 to LS 29	\$48,516	\$0	\$4,082	\$1,813	\$52,213
4	LS 29 and Hemlock Force Main	\$3,951,772	\$0	\$1,008,416	\$607,436	\$5,565,824
5	Redwood Trunk Sewer	\$21,652,259	\$584,911	\$1,017,715	\$585,154	\$23,840,049

Reach	Description	COOX Cost	COOX %	COPH Cost	COPH %	CIBCSD Cost	CIBCSD %
1	Victoria Avenue Line	\$818,578	47.87	\$135,785	10.47	\$643,140	41.86
2	Hemlock Trunk to MH AT+68	\$6,405,730	80.38	\$115,124	1.92	\$480,488	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	\$45,178	86.53	\$3,015	5.77	\$4,020	7.70
4	LS 29 and Hemlock Force Main	\$5,088,615	91.39	\$205,289	3.89	\$273,719	4.92
5	Redwood Trunk Sewer	\$23,017,168	96.55	\$352,663	1.48	\$470,218	1.97
Totals		\$34,173,287		\$811,877		\$1,751,594	

G:\PROJECTS\20050589004\MOU\CapacitiesforMOUfinalREV5\_18\_06\_C

5/18/2006

SECOND AMENDMENT TO AGREEMENT  
BETWEEN  
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
AND  
CITY OF OXNARD

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made by and between the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. ("Channel Islands") and the CITY OF OXNARD, a political subdivision of the State of California ("Oxnard").

RECITALS

- A. Oxnard and Channel Islands entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 ("2006 Agreement"), attached hereto as "Exhibit A" and incorporated herein by this reference.
- B. On December 16, 2008, Oxnard and Channel Islands entered into an Amendment to the 2006 Agreement ("First Amendment"), attached hereto as "Exhibit B" and incorporated herein by this reference. The First Amendment amended the 2006 Agreement to provide for a methodology of payment of capital funds by Channel Islands to Oxnard for capital and construction costs related to construction of the Victoria Trunk Sewer.
- C. The parties are currently engaged in good faith negotiations to finalize and execute a new Wastewater Transportation and Treatment Agreement that will entirely supersede the 2006 Agreement, as it may be amended, to more accurately reflect current system operations, and to provide an improved methodology to calculate costs for wastewater transportation and treatment. The new Wastewater Transportation and Treatment Agreement will also establish a billing approach that provides a more detailed, feasible, and verifiable methodology for calculating the respective costs to Channel Islands and Oxnard customers for wastewater collection, transportation and treatment.
- D. The parties mutually recognize the importance of negotiating and executing a new Wastewater Transportation and Treatment Agreement on or before December 31, 2013.
- E. The parties desire to enter into this Second Amendment in order to modify certain of their respective duties and obligations under the 2006 Agreement, as amended by the First Amendment, in a manner that will promote continued good faith negotiations by the parties towards finalization and execution of a new Wastewater Transportation and Treatment Agreement.
- F. The parties desire that, until such time as the parties execute a new Wastewater Transportation and Treatment Agreement or through December 31, 2013, whichever occurs first, the 2006 Agreement, as amended by the First Amendment and this Second Amendment, shall govern the respective duties and obligations of the parties on the terms and conditions set forth herein.

COUNCIL APPROVAL  
DATE 7-30-13 AGENDA S-14

**NOW, THEREFORE**, it is agreed as follows:

1. All terms and conditions agreed upon by the parties and set forth in the 2006 Agreement, as amended by the First Amendment, shall remain in full force and effect, except those terms and conditions that are contrary to or inconsistent with the terms and conditions established by this Second Amendment.
2. This Second Amendment shall become effective upon execution by both parties. Unless otherwise specified, the terms and conditions set forth in this Second Amendment shall remain in effect through December 31, 2013 or until such time as the parties may execute a new Wastewater Transportation and Treatment Agreement, whichever occurs first.
3. The parties may, by mutual written agreement, either extend the effective term of this Second Amendment beyond December 31, 2013 or modify any of its terms and conditions.
4. The monthly service charge paid by Channel Islands to Oxnard for the treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to the Victoria Avenue Gravity Sewer Main) shall not be calculated in accordance with Section 4 and Section 5 of the 2006 Agreement. Instead, the monthly service charge shall be based on the average flow and loading values set forth in that certain letter dated March 23, 2006 attached hereto as "Exhibit C" and incorporated herein by this reference. Those flows and loading values are as follows: (a) Average Total Suspended Solids (TSS) = 50.87 thousand pounds per month; (b) Average Biochemical Oxygen Demand (BOD) = 52.9 thousand pounds per month; and, (c) Average Flow = 27.73 million gallons per month. Oxnard shall prepare and deliver to Channel Islands a monthly invoice for said service charges. For as long as this Agreement remains in effect, the treatment charge shall be based upon the Regional Treatment and Disposal Facility User Charge, as established by Oxnard Ordinance Number 2860, or subsequent rate ordinance updates. The current balance owed by Channel Islands to Oxnard for the period March 1, 2011 to March 31, 2013 is one million, thirty-seven thousand, thirty-one dollars, and ninety-seven cents (\$1,037,031.97). Channel Islands shall remit payment to Oxnard within thirty (30) days of receiving each monthly service charge invoice.
5. Section 6 of the 2006 Agreement is hereby amended to read as follows:

"Channel Islands agrees to pay Oxnard an operations and maintenance fee in the amount of sixty-one thousand, three hundred forty-six dollars and twenty-eight cents (\$61,346.28) as full and complete payment for transportation of Channel Islands wastewater flows through Oxnard's Victoria, Hemlock and Redwood Trunk lines and Lift Station Number 29 during the period of January 1, 2007 through March 31, 2013. The parties acknowledge and agree that this amount constitutes Channel Islands' share of Oxnard's total actual direct operations and maintenance costs for that period. Commencing on April 1, 2013, Channel Islands agrees to pay Oxnard a monthly operation and maintenance fee for transportation of its waste water through the Oxnard's trunk lines and lift station. The monthly fee shall reflect the percentage allocation of the trunk lines and Pump Stations' total operation and maintenance costs attributable to Channel Islands' wastewater flows as detailed in Exhibit C of the 2006

Agreement. Said costs may include, without limitation, direct costs of energy, labor and materials, as well as reasonable overhead and indirect cost. In no case shall the overhead or indirect cost exceed 15% of the direct cost. The monthly fee shall be paid by Channel Islands within thirty (30) days of Oxnard's providing Channel Islands with a written invoice detailing total operation and maintenance costs and the percentage allocation used by Oxnard to calculate the monthly fee. In the event that Channel Islands disputes the monthly fee, it shall pay the amount invoiced. The parties shall then promptly arbitrate the disputed monthly fee under the rules of the American Arbitration Association for commercial arbitration. If the monthly fee is determined to be more than the amount paid, Channel Islands will pay the difference within thirty (30) days of the final decision. If such actual cost is determined to be less than the amount paid, Oxnard shall pay the difference to Channel Islands within thirty (30) days."

It is the intent of the parties that the amendment to the 2006 Agreement set forth in this provision shall apply retroactively from the effective date of the 2006 Agreement, and shall survive the termination of this Agreement.

6. By this Second Amendment, and separate termination of its Joint Powers Agreement for Disposal of Waste and Sewage Agreement with the City of Port Hueneme (A-2408), Oxnard shall no longer quarterly pay a percentage of its regular sewer service charges collected from those properties served through the Channel Islands system to the City of Port Hueneme, and Port Hueneme shall no longer, in turn, pay Channel Islands the same amount it receives from Oxnard for that service. Instead, Oxnard shall directly pay Channel Islands, on a fiscal quarterly basis, a fixed charge of one hundred forty-two thousand, six hundred seventy-one dollars and nine cents (\$142,671.09) for the transportation of wastewater and use of the Channel Islands system ("Transportation Charge"). The Transportation Charge equals the average transportation cost based upon the two most recent quarterly payments paid by the City of Port Hueneme to Channel Islands, as adjusted for increases in the Single Family Residential sewer service rates as established by Oxnard Ordinance 2860 through the first quarter of calendar year 2013. Channel Islands shall prepare and deliver a quarterly invoice to Oxnard for payment of said Transportation Charge. Within fifteen (15) days of the end of each quarter, Channel Islands shall prepare and deliver to Oxnard an invoice for all Transportation Charges due and payable, which charges shall be paid by Oxnard within thirty (30) days of receipt.
  - a. From the effective date of this Agreement, the Transportation Charge shall be increased in proportion to percentage increases in Oxnard's Single Family Residential sewer service rates imposed after the first quarter of calendar year 2013. For example, if the Single Family Residential sewer service rates increase by two percent (2%), then the quarterly Transportation Charge increases by two percent (2%).
  - b. The balance owed by Oxnard to Channel Islands for the period March 1, 2011 to March 31, 2013 is one million, twenty-four thousand, six hundred ninety-five dollars and sixty-nine cents (\$1,024,695.69).
7. Within 15 days of the execution of this Amendment, Oxnard shall prepare a true-up invoice covering the period January 1, 2007 to March 31, 2013, in the amount of seventy-three thousand, six hundred eighty-two dollars and fifty-six cents (\$73,682.56), and Channel Islands shall pay within thirty (30) days.

8. The parties shall engage in good faith negotiations to finalize a new Wastewater Treatment and Transportation Agreement that will supersede the 2006 Agreement, as amended, with the intent of executing that new agreement on or before December 31, 2013.
9. The parties shall share all costs related to consultant studies required for the development of the new Wastewater Treatment and Transportation Agreement, including, without limitation, construction and engineering studies, wastewater flow studies, and rate studies. The manner in which shared costs are to be allocated between the parties shall be based upon the percentage flows in the two force mains as determined by the March 21, 2011 AECOM Force main Cost Sharing Evaluation, with Oxnard's share as 53 percent and Channel Islands' share as 47 percent, attached hereto as "Exhibit D" and incorporated herein by this reference..
10. The parties intend to incorporate the following billing approach into the terms and conditions set forth in the new Wastewater Transportation and Treatment Agreement:
  - a. Channel Islands shall pay for only wastewater flow generated by Channel Islands' wastewater customers. Measurements will be taken at Stations A and B, and influent flows from Oxnard customers at these two locations will be measured and removed from the billing.
    - i. Channel Islands shall install metering devices at Station A and B and provide monthly meter readings to Oxnard for billing purposes. Meter readings shall be taken between the 14<sup>th</sup> and 16<sup>th</sup> of each month.
    - ii. Oxnard shall install a metering device at Station No. 1 and provide monthly meter readings to Channel Islands for use in calculating Oxnard flows into Station B. Meter readings shall be taken between the 14<sup>th</sup> and 16<sup>th</sup> of each month. For Oxnard customers contributing to Station A, Channel Islands and Oxnard will agree to a mutually acceptable approach for calculating monthly flows based on a return-to-sewer ratio applied to monthly potable water billing data.
  - b. The \$10,000 monthly payment to Oxnard for facility operations set forth in the 2006 Agreement, shall be recalculated utilizing actual operational, maintenance and administration costs as determined and agreed upon by both parties.
  - c. Channel Islands will transfer ownership and operation of Lift Station H to Oxnard for consideration to be mutually agreed upon by the parties. This lift station services only wastewater produced by Oxnard customers and transferring ownership to Oxnard will provide additional flexibility in addressing future build out among the region served; areas along Peninsula Road, served by Lift Station H, have been identified by the Channel Islands Harbor Department for future development or major redevelopment.
  - d. The 91% percent charge paid by Oxnard to Channel Islands as set forth in the 2006 Agreement, as amended, will be eliminated. To compensate for transportation of wastewater and use of Channel Island facilities, a single structured monthly payment, to be paid by Oxnard, will be established based on the following components:
    - i. The percentage of Oxnard flow through Station A and B will be determined based on flow metering where practicable, or a return flow factor based on the

potable water consumption, and that percentage will be applied to operation and maintenance costs at Stations A and B.

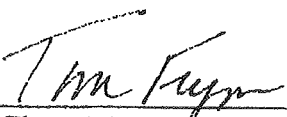
ii. Since the monthly fee paid by Oxnard includes repair, rehabilitation and replacement costs, Channel Islands will be responsible for maintaining and replacing the force mains. Any costs that exceed the values provided within the estimated annual value will be divided between Oxnard and Channel Islands based on agreed-upon percentages.

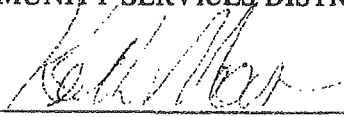
e. Oxnard will pay Channel Island's a monthly charge for Oxnard's share of the total operational, maintenance, administration, and future capital replacement costs attributable to force mains owned by Channel Islands and used by Oxnard.

11. As so amended, the Agreement remains in full force and effect.


CITY OF OXNARD

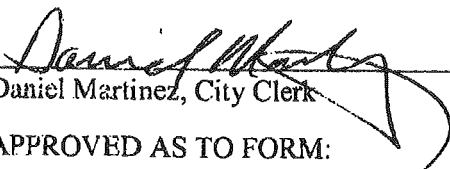
CHANNEL ISLANDS BEACH  
COMMUNITY SERVICES DISTRICT

  
\_\_\_\_\_  
Tim Flynn, Mayor

  
\_\_\_\_\_  
Keith Moore, Vice Chairman of the Board

ATTEST:


APPROVED AS TO CONTENT:  
  
\_\_\_\_\_  
Jared Bouchard, Secretary of the Board

  
\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

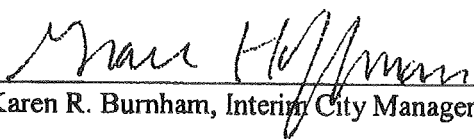
  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
John Matthews, District General Counsel

APPROVED AS TO INSURANCE:

APPROVED AS TO AMOUNT:

  
\_\_\_\_\_  
James Cameron, Risk Manager

  
\_\_\_\_\_  
Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Rob Roshanian, Interim Public Works Director

  
\_\_\_\_\_  
Anthony Emmert, Water Resources Manager

Exhibit A

Agreement No. A-6680

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by of Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported

COUNCIL APPROVAL

DATE: 07/11/06 AGENDA # I-B

to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

### AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point



indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of \$10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than \$10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

9. Channel Islands agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

**11. Insurance**

Each party represents that it is self-insured under applicable provisions of California Law.

**12. Successors and Assigns**

Channel Islands and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Channel Islands and City.

**13. Force Majeure**

Channel Islands and City agree that neither City nor Channel Islands shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

**14.** Channel Islands and City agree that each term and each provision of this Agreement to be performed by Channel Islands shall be construed to be both a covenant and a condition.

**15. Governing Law**

City and Channel Islands agree that the construction and interpretation of this Agreement and the rights and duties of City and Channel Islands hereunder shall be governed by the laws of the State of California.

**16. Compliance with Laws**

Channel Islands agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Channel Islands pursuant to this Agreement.

**17.** City and Channel Islands agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

18. City and Channel Islands agree that no waiver of a breach of any provision of this Agreement by either Channel Islands or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Channel Islands to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

19. Counterparts

City and Channel Islands agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

20. Expenses of Enforcement

Channel Islands and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

21. Authority to Execute

- a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.
- b. Channel Islands acknowledges that the person executing this Agreement has been duly authorized by Channel Islands to do so on behalf of Channel Islands.

22. Notices

- a. Any notices to Channel Islands may be delivered personally or by mail addressed to:  
353 Santa Monica Drive  
Channel Islands Beach, CA 93035-4473  
Attention: General Manager
- b. Any notices to City may be delivered personally or by mail addressed to:  
City of Oxnard  
6001 S. Perkins Road  
Oxnard, CA 93033  
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Channel Islands.


24. Entire Agreement

City and Channel Islands agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

**CITY OF OXNARD**

**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**

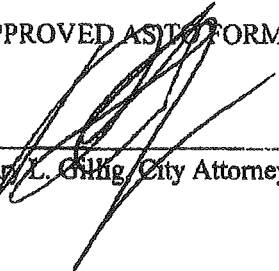
By:   
\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

By:   
\_\_\_\_\_  
Marcia Marcus, President

ATTEST:

  
\_\_\_\_\_  
Daniel Martinez, City Clerk

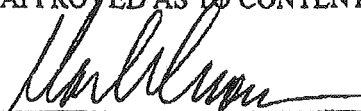
APPROVED AS TO FORM

  
\_\_\_\_\_  
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Marcie Medina, Finance Director

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mark S. Norris, Assistant Public Works Director

**EXHIBIT A**  
**Channel Islands Beach CSD Facilities**

**Lift Station A**

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

**Lift Station B**

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

#### Lift Station H

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

#### FORCEMAINS

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table 1 provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

Table 1  
Summary of Sewer Forcemains

Forcemain	Street	Size	Material	Length
A	Roosevelt Boulevard	8-Inch	AC	589
	Victoria Avenue	8-Inch	AC	967
		8-Inch	PVC	3,279
		8-Inch	Techite	2,144
	Subtotal	N/A	N/A	6,979
B	La Crescenta Avenue	8-Inch	AC	167
	Sunset Lane	8-Inch	AC	1,868
	Channel Islands Boulevard	8-Inch	AC	896
		12-Inch	AC	1,114
		12-Inch	CI	585
		12-Inch	DI	16
		12-Inch	PVC	1,512
	Subtotal	N/A	N/A	6,158

H	Channel Islands Boulevard	6-Inch	DI	198
Total	N/A	N/A	N/A	13,335

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction and within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east and west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.





MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

Reach	Description	Peak Capacity (MGD)	COOX (MGD)	% Capacity	COPH PWWF (MGD)	% Capacity	CIBCSD PWWF (MGD)	% Capacity
1	Victoria Avenue Line	2.15	1.03	47.57	0.225	10.47	0.8	41.86
2	Hemlock Trunk to MH AT+68	11.69	10.57	90.38	0.225	1.92	0.9	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	11.69	10.12	86.53	0.675	5.77	0.9	7.70
4	LS 29 and Hemlock Force Main	18.3	16.73	91.39	0.675	3.69	0.9	4.92
5	Redwood Trunk Sewer	45.63	44.06	96.55	0.675	1.48	0.8	1.97

Reach	Description	Construction Bid Cost	Change Orders Cost	Const. Mgmt. Cost	Erg. Costs	Total Costs
1	Victoria Avenue Line (estimate)	\$960,000	\$0	\$250,000	\$87,500	\$1,297,500
2	Hemlock Trunk to MH AT+68	\$4,182,407	\$1,287,500	\$386,995	\$144,450	\$5,981,352
3	Hemlock Trunk - MH AT+68 to LS 29	\$46,518	\$0	\$4,082	\$1,913	\$52,213
4	LS 29 and Hemlock Force Main	\$3,951,772	\$0	\$1,006,416	\$607,436	\$5,565,624
5	Redwood Trunk Sewer	\$21,552,269	\$584,911	\$1,017,715	\$585,154	\$23,840,049

Reach	Description	COOX Cost	COOX %	COPH Cost	COPH %	CIBCSD Cost	CIBCSD %
1	Victoria Avenue Line	\$618,576	47.67	\$135,785	10.47	\$543,140	41.86
2	Hemlock Trunk to MH AT+68	\$5,405,730	90.38	\$115,124	1.92	\$460,498	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	\$45,178	86.53	\$3,015	5.77	\$4,020	7.70
4	LS 29 and Hemlock Force Main	\$5,086,615	91.39	\$205,289	3.69	\$273,719	4.92
5	Redwood Trunk Sewer	\$23,017,168	96.55	\$352,663	1.48	\$470,218	1.97
Totals		\$34,173,267		\$811,877		\$1,751,594	

G:\PROJECTS\2005\0569004\MOU\CapacitiesforMOU\finalREV5\_18\_06\_C

5/18/2006

## AMENDMENT TO AGREEMENT

THIS AMENDMENT is entered effective the 16<sup>th</sup> day of December, 2008, by and between the CITY OF OXNARD, a political subdivision of the State of California, (hereinafter referred to as "Oxnard") and the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. (hereinafter referred to as "Channel Islands").

### RECITALS

- A. Oxnard and Channel Islands have entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 (hereinafter referred to as the "Agreement") attached hereto as Exhibit A and incorporated herein by reference.
- B. The parties wish to amend the Agreement and provide for a methodology of payment of capital funds by Channel Islands to Oxnard for the Victoria Trunk Sewer portion of the project set forth in the Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Oxnard intends to construct the Victoria Trunk Sewer as set forth in the Agreement.
2. Pursuant to the Agreement, Channel Islands has agreed to pay its share of the capital and construction costs of the Victoria Trunk Sewer. Channel Islands agrees to pay to Oxnard prior to December 31, 2008, the sum of \$543,140 which represents its estimated share of the capital and construction costs of the Victoria Trunk Sewer as set forth in Paragraph 3 of the Agreement. The payment by Channel Islands to Oxnard shall be in a lump sum and shall be held by Oxnard for the purposes of the capital and construction costs of said improvements.
3. The parties agree that at the end of the construction of the Victoria Trunk Sewer, there shall be a "true-up" of the capital and construction costs owed by Channel Islands. The true-up shall be completed no later than December 31, 2010. In the event that the "true-up" shows an amount paid by Channel Islands (\$543,140) exceeds Channel Islands' share of the cost as provided in paragraph 3 of the Agreement, then Channel Islands shall receive a credit for such excess amount against the amount Channel Islands has agreed to pay to Oxnard for operation and maintenance costs contained in Paragraph 6 of the Agreement.

Moreover, if the "true-up" evidences that Channel Islands' estimated payments exceed the actual construction expenses, then Channel Islands will be credited with interest at the Local Agency Investment Fund Rate earned by Oxnard on its investments in such fund for

COUNCIL APPROVAL  
DATE: 12-16-08 AGENDA # I-8

the amount of excess payments, commencing on the date payment is made. The interest amount shall be credited to Channel Islands as set forth in this paragraph.

4. Oxnard affirms that Channel Islands will have all rights to transport flow set forth in the Agreement.
5. Except as amended herein, the Agreement shall remain in full force and effect.

CITY OF OXNARD, a political  
subdivision of the State of California

By   
Dr. Thomas E. Holden, Mayor

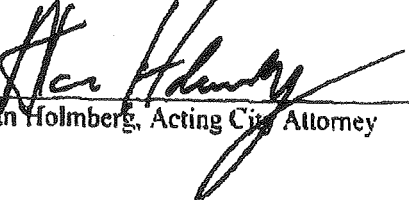
CHANNEL ISLANDS BEACH  
COMMUNITY SERVICES DISTRICT,  
a community services district formed  
pursuant to California Government Code  
Section 61000, et seq.

By 

APPROVED AS TO CONTENT

By   
Mark Norris, Assistant Public Works Director

APPROVED AS TO FORM:

By   
Alan Holmberg, Acting City Attorney

ATTEST

By   
Daniel Martinez, City Clerk

Exhibit C



# City of Port Hueneme

March 23, 2006

Channel Islands Beach Community Services District  
Attn: Mr. James D. Kuykendall, P.E.  
353 Santa Monica Drive  
Channel Islands Beach, CA 93035

**REF: TREATMENT AND DISPOSAL FEE AS STIPULATED IN FINAL SETTLEMENT AGREEMENT BETWEEN CITY OF PORT HUENEME (COPH) AND CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT (CIBCSD)**

Dear Mr. Kuykendall:

The City of Port Hueneme is proposing, for purposes of Section 3.1.A (2) and Section 3.1.D of the settlement agreement, the method for calculating how COPH will charge CIBCSD for the Regional Wastewater Treatment Facility (RWTF) Treatment /Disposal fee and half of the costs related to sampling and testing of the wastewater at Pump Station C.

With one year's worth of sampling data of COPH and CIBCSD wastewater having been recorded, COPH proposes that in lieu of continued sampling (which cost \$21,420 in calendar year 2005), CIBCSD's average monthly TSS, BOD, and flow for calendar year 2005 be used as the method to calculate CIBCSD's RWTF Treatment/Disposal fee (commencing April 2006) until CIBCSD disconnects, as set forth in the final settlement agreement, from COPH's system. Please see the attachment for details. Based upon Oxnard's current RWTF Treatment/Disposal fee, this results in a current monthly RWTF Treatment/Disposal fee in the amount of \$33,803. This Treatment/Disposal fee, along with the City's monthly operating cost, which is currently \$12,133.50 per month, makes the total monthly charge payable to COPH from CIBCSD \$45,936.50. This charge will remain consistent until such time as Oxnard amends its user charges (at which time CIBCSD's fee will be amended as well based upon the above method), or until January 1, 2007 when the City's monthly operating cost will be increased pursuant to Section 3.1.A (1) of the settlement agreement.

If this proposal regarding the method for calculating RWTF Treatment/Disposal Fees is satisfactory to your agency, please execute the enclosed additional copy of this letter and return it to the City and remit payment of the set amount beginning in April 2006. Please return your response to the following address:

City of Port Hueneme  
Attn: Utility Services Director  
250 North Ventura Road  
Port Hueneme, CA 93041

250 North Ventura Road • Port Hueneme, California 93041 • Phone (805) 986-6500

**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**  
**MARCH 23, 2006**  
**PAGE 2**

If you have any questions or would like to discuss this matter further, please feel free to contact me at (805) 986-6506.

Sincerely,

  
**CARRIE MATTINGLY**  
**UTILITY SERVICES DIRECTOR**

If the above is acceptable to your agency, please indicate with your signature below.

---

**James D. Kuykendall, P.E.**  
**General Manager, Channel Islands Beach Community Services District**

c: **City Manager**  
**City Attorney**  
**Financial Services Director**  
**Wastewater Superintendent**

---

- **Facility Users Charge Table**

**FACILITY USER CHARGES TABLE**

CIBCSO average flow and loading January 2005 – December 2005:

Average Total Suspended Solids (TSS) = 50.87 thousand pounds per month

Average Biochemical Oxygen Demand (BOD) = 52.9 thousand pounds per month

Average Flow = 27.73 million gallons per month

City of Oxnard Facility User Charges based on formula established in Oxnard Ordinance #2632:

\$496.986 per million gallons

\$171.501 per thousand pounds of BOD

\$215.349 per thousand pounds TSS

CIBCSO treatment and disposal fee based on Oxnard's current charges

	Quantity	X	Rate	Total \$
Flow	27.73	X	\$496.845	\$13,777
BOD	52.9	X	\$171.501	\$9,072
TSS	50.87	X	\$215.349	\$10,954
Total				\$33,803

Oxnard Ordinance #2632 expires June 30, 2006. City of Port Hueneme has received no response from Oxnard staff as to when new rates will be available.

## Exhibit D



AECOM  
5851 Thille Street, Suite 201  
Ventura, CA 93003  
www.aecom.com

(805) 644-9704 Tel  
(805) 642-8277 Fax

March 21, 2011

Jared Bouchard, District General Manager  
Channel Islands Beach  
Community Services District  
353 Santa Monica Drive  
Channel Islands Beach, CA 93035

**Subject: Forcemain Cost Sharing Evaluation  
Project No. 60212048**

Dear Mr. Bouchard:

In support of the "Forcemain A&B Cost-Sharing Agreement", detailing the cost sharing between Channel Islands Beach Community Services District (District) and City of Oxnard (City), the District secured the services of a consultant to determine an appropriate cost-sharing arrangement between the two stakeholders. The subsequent document, "Cost-Sharing Recommendations for Rehabilitation of Force mains A & B", included as Attachment 1, outlines an approach to equitably allocate the costs of the project between the District and Oxnard. The aforementioned document provides an approach based on existing system use; the alternative approach outlined in the following section focuses on allocations based on future use.

### **Revised Approach**

The Ventura County Harbor area, which receives wastewater service from the City of Oxnard, has been identified for future development and increased potable water demand. This increase in potable water demand is outlined in the 2010 Channel Islands Beach Community Services District - Infrastructure Review, relevant sections included as Attachment 2. The report includes an estimate of future demand based on existing and projected land uses, and was developed in conjunction with direction from the District and Ventura County Harbor staff. Conversely, it is understood that development within the District wastewater service areas is essentially built-out, and that existing potable water demand and the resulting wastewater flows can be considered adequate for estimates of future flow.

The land use map and corresponding demand estimates from the 2010 District - Infrastructure Review and the return-to-sewer ratios included in the previous cost-sharing evaluation, was used to develop estimated future flows from the Harbor areas. Table 1 provides a summary of the results.



**TABLE 1  
ESTIMATED FUTURE HARBOR WASTEWATER FLOWS**

Forcemain	Pipe Segment	Area Description	Area <sup>(a)</sup> (acres)	Land Use Demand (gpd/acre) <sup>(b)</sup>	Calculated Demand (gpm)	RTS <sup>(c)</sup>	Estimated Sewer Flows (gpm)	
A	1	Launch Ramp	8.38	550	3.2	0.7	2.2	
		Boating Dependent Industrial	9.87	160	1.1	0.7	0.8	
		Visitor Serving Harbor Oriented	3.00	4,700	9.8	0.9	8.8	
		Visitor Serving Non Boating Dependent	5.70	230	0.9	0.7	0.6	
		<b>Total</b>	<b>26.95</b>					<b>12.4</b>
	2	Mixed Use High	7.28	4,810	24	0.9	21.6	
		<b>Total</b>	<b>7.28</b>					<b>21.6</b>
	B	1	Mult-Family Residential	4.46	3,910	12.1	0.9	10.9
			Visitor Serving Harbor Oriented	10.40	4,700	33.9	0.9	30.5
			Park	6.62	3,125	14.4	0.5	7.2
Mixed Use Low			3.00	3,000	6.3	0.9	5.7	
Parking/Landscaping			22.87	490	7.8	0.6	4.7	
<b>Total</b>		<b>47.35</b>					<b>59.0</b>	
3		Mult-Family Residential	28.06	3,910	76.2	0.9	68.8	
		Visitor Serving Harbor Oriented	15.95	4,700	52.1	0.9	46.9	
		Mixed Use Low	2.37	3,000	4.9	0.9	4.4	
		Parking/Landscaping	0.57	490	0.2	0.6	0.1	
	Other - 130 Units North of CI Blvd <sup>(d)</sup>	-	-	14	0.9	12.6		
<b>Total</b>	<b>46.95</b>					<b>132.6</b>		

- (a) Area for each land use was developed using the GIS files prepared for Figure 5-5 of the 2010 District – Infrastructure Review.
- (b) Estimated Land Use Demands were developed based on Table 3-3 of the 2010 District – Infrastructure Review.
- (c) To provide a comparison of the values developed in the previous recommendations, the same return-to-sewer ratios were used.
- (d) The residential units designated in this category were not included in the 2010 District – Infrastructure Review since this area receives potable water service from the City of Oxnard. To determine the wastewater impact from this service area, the number of units was calculated following review of City of Port Hueneme Wastewater Service Charges invoice dated 18 January 2011 and was found to be 130 units. The average potable water demand of these units was assumed to be consistent with the average single family potable water demand from the District residential units, the average calculated value was determined to be 6.4 HCF between 2008-10.

The future wastewater flows developed in Table 1 were used to determine the updated cost-sharing values based on the revised approach. The proposed cost sharing values are presented in Table 2, in addition to the values developed as part of the original evaluation, which are based on existing flows.

**TABLE 2  
PIPE LENGTH RESPONSIBILITIES**

Force Main Segment	Pipe Length (feet)	Existing				Ultimate			
		Customer	Cumulative Flow (gpm)	Percent Contribution	Responsible Pipe Length (feet)	Cumulative Flow (gpm)	Percent Contribution	Responsible Pipe Length (feet)	
A	6,606	Oxnard	7.8	6	385	12.4	9	595	
		District	126.1	94	6,221	126.1	91	6,011	
		<b>Total</b>	<b>133.9</b>			<b>138.5</b>			
2	722	Oxnard	13.7	10	71	34.0	21	152	
		District	126.1	90	651	126.1	79	570	
		<b>Total</b>	<b>139.8</b>			<b>160.1</b>			
1	3,325	Oxnard	28.4	24	796	59.0	40	1,330	
		District	90.2	76	2,529	90.2	60	1,995	
		<b>Total</b>	<b>118.6</b>			<b>149.2</b>			
B	1,880	Oxnard	138.3	61	1,138	168.9	65	1,222	
		District	90.2	39	742	90.2	35	658	
		<b>Total</b>	<b>228.5</b>			<b>259.1</b>			
3	741	Oxnard	230.5	72	533	301.5	77	571	
		District	90.2	28	208	90.2	23	170	
		<b>Total</b>	<b>320.7</b>			<b>391.7</b>			



AECOM (805) 644-9704 Tel  
 5851 Thille Street, Suite 201 (805) 642-8277 Fax  
 Ventura, CA 93003  
 www.aecom.com

A summary of the resulting overall cost sharing for both forcemains is presented in Table 3.

**TABLE 3  
 ALLOCATION SUMMARY**

Customer	Forcemain A		Forcemain B	
	Allocated Pipe Length (feet)	Funding Allocation (Percent)	Allocated Pipe Length (feet)	Funding Allocation (Percent)
Oxnard	746	10	3,123	53
District	6,582	90	2,823	47
Total	7,328	100	5,946	100

**Recommendation**

The approach developed for this cost-sharing approach provides a more accurate reflection of each stakeholder's estimated use of the two forcemains. Based on this approach, the District should supply 90 percent of funding for Forcemain A and 47 percent for Forcemain B, and the City should provide the remaining 10 percent funding for Forcemain A and 53 percent for Forcemain B.

Sincerely,

Ryan Gallagher  
 Project Manager

Attachment 1 - "Cost-Sharing Recommendations for Rehabilitation of Forcemains A & B"

Attachment 2 – Figure 5-5 and Table 3-3 of the 2010 CIBCSD Infrastructure Review

## Kennedy/Jenks Consultants

### Engineers & Scientists

2775 North Ventura Road, Suite 100  
Oxnard, California 93036  
805-973-5700  
FAX: 805-973-1440

27 January 2011

Mr. Jared Bouchard  
District Manager  
Channel Islands Beach Community Services District  
353 Santa Monica Drive  
Channel Islands Beach, CA 93035

Subject: Cost-Sharing Recommendations for Rehabilitation of Forcemains A & B  
K/J 1189003\*00

Dear Mr. Bouchard:

The Channel Islands Beach Community Services District (District) and the City of Oxnard (City) have drafted the "Forcemain A & B Cost-Sharing Agreement" which details the funding required from the District and City for rehabilitation of Forcemains A and B. In order to finalize the Cost-Sharing Agreement, Kennedy/Jenks has analyzed the District and City sewage flow ratios within each Forcemain. The procedure, assumptions, and results are described below.

#### Procedure

Kennedy/Jenks Consultants is concurrently working with the City on a Harbor Wastewater Modeling Project in which potable water billing information for District and City customers averaged over a two year period has been obtained. Return to Sewer Ratios (RTS) for each customer land use type have been previously calibrated to best match flow monitoring data provided by the City. These ratios were applied to the potable water billing data to determine sewage flows for this analysis.

Sewage flows attributed to the District and City are based on which entity provides the sewage service to each potable water customer within the Project boundary. Potable water customers are denoted as black dots or "nodes" on Figure 1 which shows the limits for District and City sewer service. The potable water billing information attributed to each customer node that lies within the blue shaded area is considered a City sewer customer while the potable water billing information attributed to each customer node that lies within the Orange shaded area is deemed a District sewer Customer.

#### Assumptions

Forcemains A and B are broken up into 2 and 3 segments, respectively. The limits of each segment are shown on Figure 2 and are described as follows:

Mr. Jared Bouchard  
Channel Islands Beach Community Services District  
27 January 2011  
Page 2

#### Forcemain A

- Segment 1 – From Lift Station A to interconnect with Lift Station #27.
- Segment 2 – From interconnect with Lift Station #27 to Lift Station C.

#### Forcemain B

- Segment 1 – From Lift Station B to the corner of Harbor Blvd. and Channel Islands Blvd.
- Segment 2 – From corner of Harbor Blvd. and Channel Islands Blvd. to interconnect with Lift Station H.
- Segment 3 – From interconnect with Lift Station H to Lift Station C.

Figure 3 shows the five (5) Contribution Areas that account for the flows to the corresponding segments of pipe for each Forcemain. For example, Segment 3 of Forcemain B includes the sum of all District and City flows from Contribution Areas 1, 2, and 3 while Segment 1 only includes the flows from Contribution Area 1. The Contribution Areas were determined based on survey information found in the City's April 2004 Sewer Atlas and personal communication with the District.

Average Dry Weather Flow (ADWF) in Gallons per Minute (GPM) was used for all sewage flows considered in this analysis. The following RTS values were applied to each customer's average annual potable water consumption in GPM based on land use type:

- Park – 0.5
- Parking/Landscaping – 0.6
- Peninsula Point – 0.8
- Residential – 0.9
- Residential 2 – 0.9
- VSHO – 0.9
- VSNR – 0.7
- Irrigation – 0.1
- Commercial – 0.9
- School – 0.9

#### Results

Kennedy/Jenks Consultants has determined the percentage of District and City sewage flows within each of the two (2) segments of Forcemain A and each of the three (3) segments of Forcemain B. As flows increase from Segments 1 to 2 for Forcemain A and from Segments 1 to 2 to 3 for Forcemain B, it is necessary to determine the funding responsibility of both the District and City for each individual segment. A linear footage as a percentage of the total length for each Forcemain has been calculated for which the District and City will be responsible to fund that portion of the total project cost.

**Kennedy/Jenks Consultants**

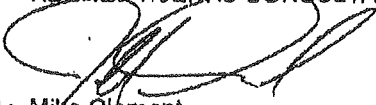
Mr. Jared Bouchard  
Channel Islands Beach Community Services District  
27 January 2011  
Page 5

Therefore, the District should supply 94% of the funding for Forcemain A and 59% of the funding for Forcemain B. The City should supply 6% of the funding for Forcemain A and 41% of the funding for Forcemain B. This is based on the assumption that all segments of pipe will be the same pipe diameter and be installed using the same construction method. If pipe diameter or construction method differ by segment, refer to the "Cumulative Percent Contribution" column in Table 2 for the funding responsibilities for the District and the City for each segment. The potable water billing data sheets for each segment of both Forcemains are attached as Appendix A for your reference.

Please let us know if you have any questions or need additional information.

Very truly yours,

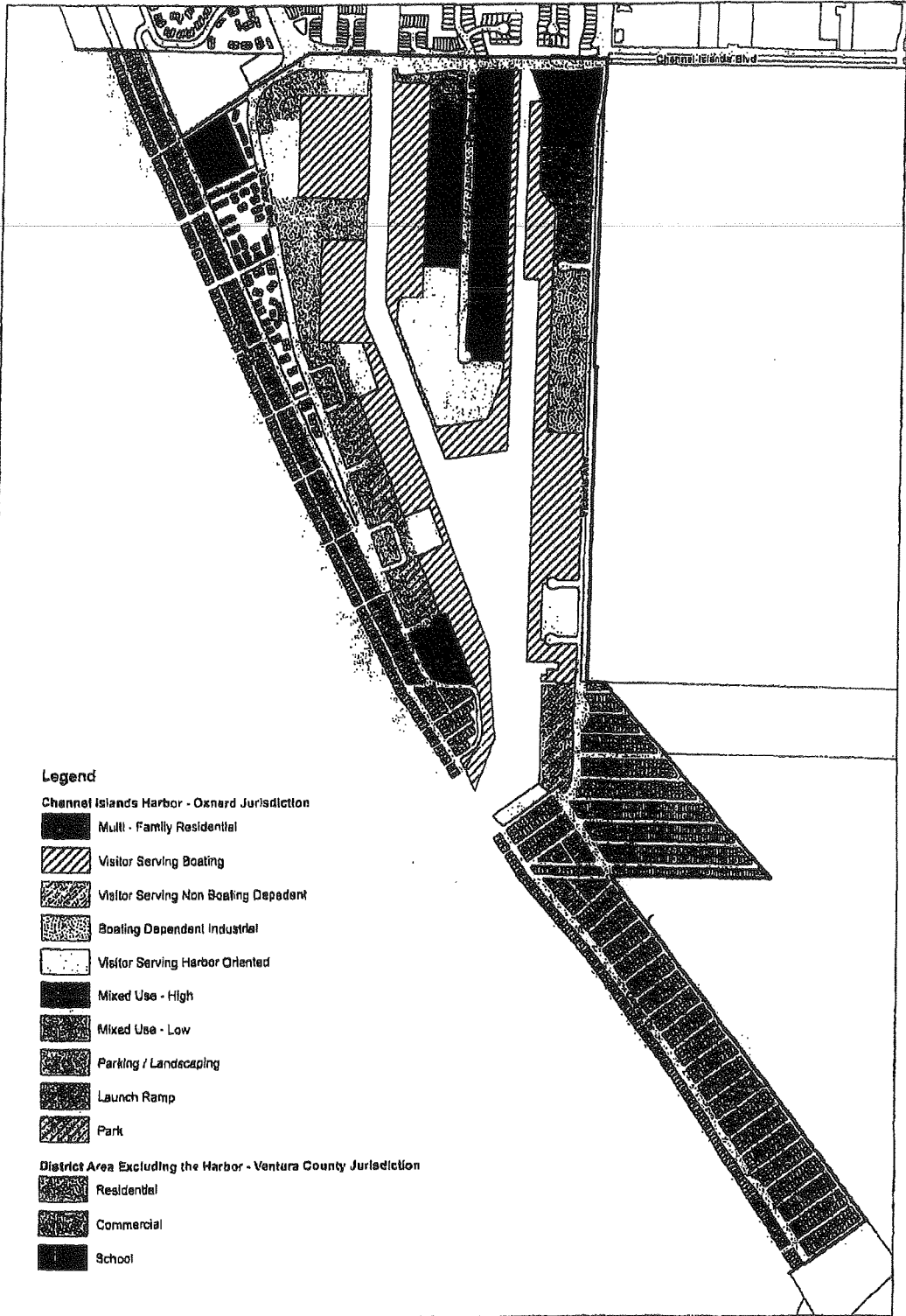
**KENNEDY/JENKS CONSULTANTS**



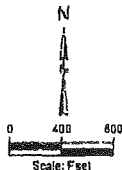
FOR: Mike Clement  
Project Engineer

Enclosures: Figures 1, 2, and 3  
Appendix A

cc: Jeff Savard, Kennedy/Jenks Consultants



Part 2: Project Changes | Islands Harbor | Land Use Categories | Land Use Map



**Kennedy/Jenks Consultants**  
 CIBCSD - Infrastructure Review  
 Ventura County, California

Land Use Map

KJ 0989041  
 February 2010

Figure 6-6

TABLE 3-3  
ESTIMATED LAND USE DEMANDS

Land Use Type	Avg Daily Demand by Land Use (gpd/acre) <sup>(a)</sup>
Multi-Family Residential <sup>(b)</sup>	3,910
Visitor Serving Boating <sup>(c)</sup>	130
Visitor Serving Non-Boating Dependent <sup>(d)</sup>	230
Boating Dependent Industrial <sup>(e)</sup>	160
Visitor Serving Harbor Oriented <sup>(f)</sup>	4,700
Parking/Landscaping <sup>(g)</sup>	490
Launch Ramp <sup>(h)</sup>	550
Mixed Use – Low <sup>(i)</sup>	3,000
Mixed Use – High <sup>(j)</sup>	4,810
School <sup>(k)</sup>	1,080
Residential <sup>(l)</sup>	2,991
Commercial <sup>(m)</sup>	4,810
Park <sup>(n)</sup>	3,125

Notes:

- (a) Each Daily Demand Factor includes a 15 percent increase to represent the maximum utilization of that property and provide a conservative value.
- (b) The property identified to serve as the representative customer for this land use type is the Greystar Apartments (03350-02).
- (c) The property identified to serve as the representative customer for this land use type is the Vintage Marina (03800-01).
- (d) The property identified to serve as the representative customer for this land use type is the Kiddle's Beach Restroom (02770-01).
- (e) The property identified to serve as the representative customer for this land use type is the Bellport Marine Yard (02010-02).
- (f) The property identified to serve as the representative customer for this land use type is the Whales Tail (13940-01).
- (g) The property identified to serve as the representative customer for this land use type is the County Irrigation Sprinklers (04740-01).
- (h) The property identified to serve as the representative customer for this land use type is the Launch Ramp Victoria (04890-01).
- (i) This Land Use type does not currently exist in the District service area. This value was determined at the October 2009 meeting with District and Ventura County staff.
- (j) This Land Use type does not currently exist in the District service area. Kennedy/Jenks estimates this Land Use type, representing the future Fisherman's Wharf development consisting of 3 to 4 story buildings, will have a demand factor roughly equivalent to the District commercial demand.
- (k) The property identified to serve as the representative customer for this land use type is the Hollywood Beach School (20971-01C).
- (l) An average demand of 152 gpd (2008) was used in conjunction with an average calculated area of 0.06 acres to calculate the provided demand factor.
- (m) An average demand of 244 gpd (2008) was used in conjunction with an assumed area of 0.08 acres to calculate the provided demand factor.
- (n) A standard 3.5 AFY/acre was assumed for the park area.

Table 3-4 provides an estimate of the ultimate demand, as determined using the Land Use map, described in Section 5, and the land use demands provided in Table 3-3.



**FIRST AMENDMENT TO AGREEMENT FOR WASTEWATER  
TRANSPORTATION AND TREATMENT AGREEMENT**

This First Amendment (“First Amendment”) to the Agreement for Wastewater Transportation and Treatment (“Agreement”) is made and entered into in the County of Ventura, State of California, this 30<sup>th</sup> day of November, 2016, by and between the City of Oxnard, a municipal corporation (“Oxnard”), and the Channel Islands Beach Community Services District, a community services district formed pursuant to California Government Code section 61000 *et seq.* (“Channel Islands”). This First Amendment amends the Agreement entered into on May 17, 2016, by Oxnard and Channel Islands.

Oxnard and Channel Islands agree as follows:

1. Throughout the Agreement, the date “December 31, 2016,” is deleted and replaced with the date “December 31, 2018.”

2. Section 11 of the Agreement is amended to state:

“The Parties shall engage in good faith negotiations to finalize a new wastewater treatment and transportation agreement that will supersede this Agreement with the intent of executing that new agreement on or before December 31, 2018. The Parties shall develop a schedule for the time period between December 31, 2016, and December 31, 2018, for the purpose of engaging in such negotiations and finalizing the new agreement. The Parties shall attempt to adhere in good faith to that schedule.”

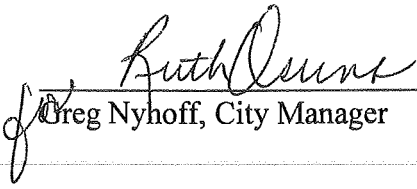
3. New section 12 is hereby added to the Agreement to state:

“This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.”


4. As so amended, the Agreement remains in full force and effect.

(Signatures on next page)

CITY OF OXNARD

  
Greg Nyhoff, City Manager

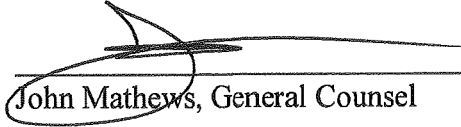
CHANNEL ISLANDS BEACH  
COMMUNITY SERVICES DISTRICT

  
Jared Bouchard, General Manager

APPROVED AS TO FORM:

  
Stephen M. Fischer, City Attorney

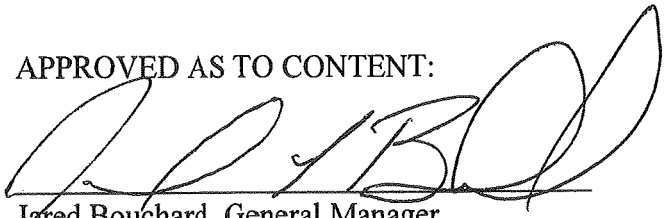
APPROVED AS TO FORM:

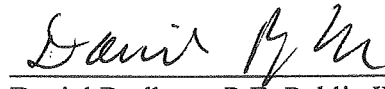
  
John Mathews, General Counsel

APPROVED AS TO CONTENT:

  
Thien Ng, Project Manager

APPROVED AS TO CONTENT:

  
Jared Bouchard, General Manager

  
Daniel Rydberg, P.E. Public Works Director

APPROVED AS TO INSURANCE:

  
James Throop, Risk Manager

**Association of California Water Agencies / Joint Powers Insurance Authority  
P.O. Box 619082, Roseville, CA 95661-9082**

**CERTIFICATE OF COVERAGE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

**MEMBER**

Channel Islands Beach Community Services District  
353 Santa Monica Drive  
Channel Islands Beach, CA 93035-8598

<b>COVERAGE INFORMATION</b>					
This is to certify that coverage documents listed herein have been issued to the Member Agency herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.					
Type of Coverage	Certificate #	Effective Date	Expiration Date	Limits	
<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Occurrence	MOLC-100116	10/1/2016	10/1/2017	Aggregate	\$2,000,000
				Per Occurrence	\$2,000,000
<b>Auto Liability</b> <input checked="" type="checkbox"/> Owned Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	MOLC-100116	10/1/2016	10/1/2017	Per Occurrence	\$2,000,000
<b>Auto Physical Damage</b> Scheduled Autos Hired Autos					
<b>Property</b> Special Form Mobile Equipment Boiler and Machinery Crime					
<b>Workers' Compensation</b> Coverage A - Workers' Comp. Coverage B - Employer's Liability					
<b>DESCRIPTION</b> Regarding: Wastewater Transportation and Treatment Agreement No. A-6680.					

**CERTIFICATE HOLDER**

City of Oxnard  
300 W. Third Street  
Oxnard, CA 93030

**CANCELLATION**

Should any of the coverage documents herein be cancelled before the expiration date thereof, ACWA/JPIA will endeavor to provide 10 days written notice to the certificate holder named herein.

**AUTHORIZED REPRESENTATIVE DATE**

*[Signature]* 7/11/2016

**SECOND AMENDMENT TO AGREEMENT FOR WASTEWATER  
TRANSPORTATION AND TREATMENT**

This Second Amendment (“Second Amendment”) to the Agreement for Wastewater Transportation and Treatment (“Agreement”) is made and entered into in the County of Ventura, State of California, this 5th day of February, 2019, by and between the City of Oxnard, a municipal corporation (“City”), and the Channel Islands Beach Community Services District, a community services district formed pursuant to California Government Code section 61000 *et seq.* (“Channel Islands”). This Second Amendment amends the Agreement entered into on May 17, 2016 by City and Channel Islands. The Agreement previously has been amended on November 30, 2016.

City and Channel Islands agree as follows:

1. Throughout the Agreement, the date “December 31, 2018,” is replaced with the date “December 31, 2020.”

2. Section 11 of the Agreement is amended to state:

“The Parties shall engage in good faith negotiations to finalize a new wastewater treatment and transportation agreement that will supersede this Agreement with the intent of executing a new agreement on or before December 31, 2020. The Parties shall develop a schedule for the time period between December 31, 2018, and December 31, 2020, for the purpose of engaging in such negotiations and finalizing the new agreement. The Parties shall attempt to adhere in good faith to that schedule.”

3. As so amended, the Agreement remains in full force and effect.


[Signatures on next page]



IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

**CHANNEL ISLANDS BEACH  
COMMUNITY SERVICES DISTRICT**

 2/5/19  
 Tim Flynn, Mayor<sup>1</sup> Date  
 Alexander Nguyen, City Manager  
 Lisa Boerner, Purchasing Manager  
 NA, Buyer

\_\_\_\_\_  
 Akbar Alikhan, Date  
 General Manager

APPROVED AS TO FORM:

 12/4/18  
 Stephen M. Fischer, City Date  
 Attorney (always required)

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

**CHANNEL ISLANDS BEACH  
COMMUNITY SERVICES DISTRICT**

<input type="checkbox"/>	Tim Flynn, Mayor <sup>1</sup>	_____	Date
<input checked="" type="checkbox"/>	Alexander Nguyen, City Manager	_____	
<input type="checkbox"/>	Lisa Boerner, Purchasing Manager	_____	
<input type="checkbox"/>	____NA_____, Buyer	_____	

	_____	2/12/2019
Akbar Alikhan,		Date
General Manager		

APPROVED AS TO FORM:

_____	_____
Stephen M. Fischer, City	Date
Attorney (always required)	

<sup>1</sup> The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.



Board of Directors:

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

PETER MARTINEZ  
General Manager

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

**Regular Board Meeting, November 10, 2020**

**To: Board of Directors**  
**From: CJ Dillon, Office Manager**  
**Subject: 2021 Holiday Schedule and Board Meeting Dates**  
**Item No. E-5**

**RECOMMENDATION:**

Approve 2021 Holiday Schedule and Board Meeting Dates. Last year the Board voted to go dark in August 2020 but did not include future years. Would the Board like to add August as a dark month for Board Meetings every year going forward? Board Discretion.

**FINANCIAL IMPACT:** No additional funding requested.

**BACKGROUND/DISCUSSION:**

The Board is required annually to adopt a meeting schedule and holiday schedule for the upcoming year. The holidays scheduled are the approved holidays in the memorandum of understanding (MOU) with unionized employees and are consistent with previous calendar years.

The proposed schedule includes paid holidays, floating holidays, and furlough days – defined as follows:

- **Paid holiday** – District office is closed, and staff is compensated for time off.
- **Floating holiday** – District office is open, and staff may choose to take the day off or bank hours for a future day.
- **Unpaid Holiday (furlough)** – District office is closed, and staff is not compensated. Staff may choose to forego pay or use annual leave hours.

Below is the proposed District holiday schedule for 2021.

Holiday	Date	Day	Office Status	Closure Type
New Year's 2020	12/24/2020-1/1/2021	1 Week	Closed	Paid holiday-Unpaid holiday
MLK Day	1/18	Monday	Closed	Paid holiday
Presidents day	2/15	Monday	Closed	Paid holiday
Cesar Chavez Day	3/31	Wednesday	Open	Floating Holiday
Memorial Day	5/31	Monday	Closed	Paid holiday
Independence Day	7/5	Monday	Closed	Paid holiday
Labor Day	9/6	Monday	Closed	Paid holiday
Columbus Day	10/11	Monday	Open	Floating Holiday
Veterans Day	11/11	Thursday	Closed	Paid holiday
Thanksgiving	11/25	Thursday	Closed	Paid holiday
Day after Thanksg.	11/26	Friday	Closed	Paid holiday

Christmas Eve	12/24	Friday	Closed	Paid holiday
Christmas	12/25	Saturday	Closed	
Holiday Closure (furlough) from Dec. 24 to Dec. 31.				

Regularly scheduled meetings are proposed to take place on the second Tuesday of every month at 6:00 PM, and a second meeting on the fourth Tuesday in the month of April. The proposed 2021 Board Meeting dates are below.

<b>Month</b>	<b>1st Meeting</b>	<b>2nd Meeting</b>
<b>January</b>	1/12/2021	
<b>February</b>	2/9/2021	
<b>March</b>	3/9/2021	
<b>April</b>	4/13/2021	4/27/2021
<b>May</b>	5/11/2021	
<b>June</b>	6/8/2021	
<b>July</b>	7/13/2021	
<b>August</b>	8/10/2021	
<b>September</b>	9/14/2021	
<b>October</b>	10/12/2021	
<b>November</b>	11/9/2021	
<b>December</b>	12/14/2021	

Upon Board approval at this meeting, staff will include the schedules in the December 2020 Utility Billing.

**ATTACHMENTS:**

1. Holiday and Board Meeting Schedule





**2021 Holiday Schedule**

Effective January 1, 2021

805.985.6021

www.cibcsd.com

Holiday	Date of Closure	Day	Office Status	Trash Service
New Years 2021	12/24/20-1/1/2021	1 week	Closed	No Friday Service
MLK Day	1/18/2021	Monday	Closed	Regular Service
Presidents day	2/15/2021	Monday	Closed	Regular Service
Cesar Chavez Day	3/31/2021	Wednesday	Open	Regular Service
Memorial Day	5/31/2021	Monday	Closed	Delayed One Day
Independence Day	7/5/2021	Monday	Closed	Regular Service
Labor Day	9/6/2021	Monday	Closed	Delayed One Day
Columbus Day	10/11/2021	Monday	Open	Regular Service
Veterans Day	11/11/2021	Thursday	Closed	Regular Service
Thanksgiving	11/25/2021	Thursday	Closed	Thur. Service Delayed 1 Day
Thanksgiving (Day after)	11/26/2021	Friday	Closed	Regular Service
Christmas Eve <b>THRU</b>	12/24/2021	Friday	Closed	No Friday Service
New Years Day 2022	1/1/2022	Friday	Closed	No Friday Service

**2021 Board Meeting Schedule**

Meetings are held on the **second Tuesday** of every month at 6:00 PM  
 Regular Scheduled meetings in the same month are held on the 4th Tuesday  
 Please Check posted Agendas for dates and locations of meetings.

Month	1st Meeting	2nd Meeting
January	1/12/2021	
February	2/9/2021	
March	3/9/2021	
April	4/13/2021	4/27/2021
May	5/11/2021	
June	6/8/2021	
July	7/13/2021	
August	8/10/2021	
September	9/14/2021	
October	10/12/2021	
November	11/9/2021	
December	12/14/2021	

Regular Location	Alternate Location
District Conference Room 353 Santa Monica Drive Channel Islands Beach, CA 93035	Hollywood Beach School 4000 Sunset Lane Channel Islands Beach, CA 93035



Board of Directors:

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

PETER MARTINEZ  
General Manager

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

**Regular Board Meeting, November 10, 2020**

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Verbal Update Regarding District Office and Yard Improvement Project  
Conditional Use Permit  
**Item No.** F-1

**RECOMMENDATION:**

1. Receive and file.

**BACKGROUND/DISCUSSION:**

On October 28, 2020, the District received the Determination of Application Completeness from the County of Ventura regarding the District Office and Yard Improvements project (Project). In addition, the District received the County's environmental determination that the Project is categorically exempt from the California Environmental Quality Act (CEQA). The Project is now in process of being scheduled for a hearing date. At this time, the District has received Ventura County Agency comments, which are draft conditions of approval for the Project. These conditions of approval will be accepted by the District for the County of Ventura to grant approval of the Project's requested Conditional Use Permit.

**ATTACHMENT:**

1. Letter of Completeness from County of Ventura

October 28, 2020

Elevated Entitlements, LLC  
Mr. Kevin Kohan  
4993 Rayburn Street  
Westlake Village, CA 91362

Subject: Determination of Application Completeness  
Conditional Use Permit Case No. PL20-0050 & Voluntary Merger Case  
No. PL20-0051  
353 Santa Monica Drive, Hollywood Beach  
Assessor's Parcel Number 206-0-311-050 and 206-0-311-060

Dear Mr. Kohan:

Ventura County agencies reviewed your application as submitted on June 5, 2020 along with the additional application materials submitted on September 28, 2020, October 13, 2020, October 15, 2020 and October 27, 2020. The materials submitted to date are found to comprise a complete application as of October 28, 2020.

Although your application is complete for the purposes of filing and no additional information is required at this time, the County may request you to "clarify, amplify, correct or otherwise supplement the information required for the application" (Government Code, Section 65944). Failure to provide the additional information in a timely manner could delay the processing of your application and/or result in a recommendation for denial without prejudice by the Resource Management Agency, Planning Division.

The next step in the permit process is for County staff to determine the appropriate type of environmental document for your project.

### **Environmental Determination**

Pursuant to Section 15301 (Existing Facilities), 15303 (New Construction of Small Structures) and 15304 (Minor Land Alterations) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA), the request is categorically exempt from environmental review. If you disagree with the environmental document determination for this project, you may appeal this decision to the Planning Commission by submitting an appeal form, appeal reimbursement agreement form, and a \$1,000 deposit to the Planning Division by November 9, 2020 (i.e., within 10 calendar days from the date of this letter including weekends and holidays).



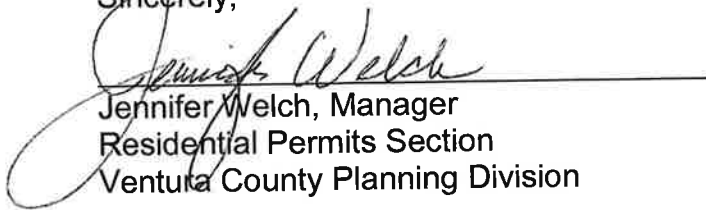
The hearing for the project has not yet been scheduled. The case planner will notify you of the tentative hearing date once the hearing documents have been prepared. You will receive a mailed notice of the public hearing.

### **Ventura County Agencies Comments**

Attached to this letter is a copy of the draft conditions of approval for the project, which are available at this time. However, please be aware that although some agencies have prepared draft conditions of approval for the project, County staff have not formulated a recommendation as to whether or not the decision-maker should grant the requested Conditional Use Permit.

If you have any questions about this letter, please contact Kristina Boero at (805) 654-kristina.boero@ventura.org.

Sincerely,



Jennifer Welch, Manager  
Residential Permits Section  
Ventura County Planning Division

Encl.: Draft Conditions of Approval  
Revised October 13, 2020 Memorandum from the Ventura County Watershed Protection District  
Advanced Planning Section

c: Oxnard Beach Water Company District, 353 Santa Monica Drive, Oxnard, CA 93035 (property owner)  
Case File